

**COPY**



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

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**Regular Meeting—Thursday, July 15, 1982**

**at 10:00 A.M.**

**(Council Chamber--City Hall--Chicago, Illinois)**

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**OFFICIAL RECORD.**

**JANE M. BYRNE**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance at Meeting.**

*Present*--Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone.

*Absent*--Aldermen Kenner, Ray, Hagopian, Laurino.

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**Call to Order.**

On Thursday, July 15, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--44.

Quorum present.

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**Invocation.**

Reverend Corneal Davis, opened the meeting with prayer.

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**OATH OF OFFICE OF ALDERMAN STREETER.**

Honorable Walter S. Kozubowski, City Clerk, thereupon presented for the record the taking and subscribing of the oath of office as prescribed by statute to Alderman Allen Streeter, 17th Ward.

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**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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**Tribute to the Late Judge Joseph A. Power.**

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

WHEREAS, Joseph A. Power who died on June 30, 1982 is mourned by his family, his associates and many friends; and

WHEREAS, Joseph A. Power was named presiding judge of Cook County Criminal Court in 1966 and served for 11 years in that post and during that period he initiated programs to speed trials and ease court backlogs; and

WHEREAS, Joseph A. Power was a life long resident of Canaryville on the City's south side and he was a close friend and one-time law partner of the late Mayor Richard J. Daley; and

WHEREAS, Joseph A. Power spent many of his evenings in his neighborhood as an unofficial adjudicator of family problems for residents of the area; and

WHEREAS, Joseph A. Power was a graduate of Loyola University and he formerly served as chief counsel for the Chicago Park District; and

WHEREAS, Joseph A. Power participated in many civic activities, serving at times as president of the Little City Foundation for Mentally Retarded Children, the Illinois Judges Association and the Irish Fellowship Club; now, therefore,

*Be It Resolved*, That the Mayor and Members of the Council of the City of Chicago, assembled this 15th day of July, 1982, do hereby express our sadness at the death of Judge Joseph A. Power and extend our condolences to his beloved wife, Mary and other members of his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to the family of Judge Joseph A. Power.

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 (seconded by Aldermen Burke, Bertrand and Marcin) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

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**Tribute to the Late Judge Anthony Mentone.**

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

WHEREAS, The associates and many friends of retired Judge Anthony Mentone were saddened at his sudden death on June 28, 1982; and

WHEREAS, Anthony Mentone served as a magistrate and as an associate judge in the courts of Chicago and Cook County for thirteen years and rendered outstanding service to the people of Chicago and Illinois; and

WHEREAS, Judge Mentone was a graduate of St. Ignatius High School and De Paul University School of Law. In a desire to further his knowledge, he also studied industrial engineering in special courses at the Illinois Institute of Technology; and

WHEREAS, Anthony Mentone, before his appointment to the bench, was a practicing attorney for 34 years, a member of the American Bar Association and past president of the Justinian Society of Lawyers; and

WHEREAS, Anthony Mentone, in addition to his work as a lawyer, was president of the Board of Directors of the Chicago Public Library from 1965 to 1967 when he resigned that post to become a magistrate; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled this 15th day of July, 1982, do hereby express our sadness at the death of Anthony Mentone and extend our heartfelt sympathy to his beloved wife, Connie, and other members of his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to the family of Judge Anthony Mentone.

Alderman Farina 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 Farina the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

July 15, 1982

COMMUNICATIONS, ETC.

11357

*Referred*--MAYOR'S APPOINTMENTS OF THOMAS A. KUHN, LEO TOCK,  
AND ROBERT ATHEY AS MEMBERS OF THE METROPOLITAN AREA  
TRANSPORTATION COUNCIL.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Local Transportation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I hereby appoint to the Metropolitan Area Transportation Council for vacancies in terms expiring May 30, 1984, the following members:

Thomas A. Kuhn  
Leo Tock  
Robert Athey

Your favorable consideration of these appointments will be appreciated.

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

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*Referred*--MAYOR'S APPOINTMENT OF ANDREW J. MOONEY AS  
A COMMISSIONER OF THE CHICAGO HOUSING  
AUTHORITY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I appoint Andrew J. Mooney as a Commissioner of the Chicago Housing Authority, for the term ending July 14, 1987.

Your favorable consideration of this appointment will be appreciated.

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

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*Referred*--MAYOR'S APPOINTMENT OF ESTELLE S. HOLZER AS  
A COMMISSIONER OF THE CHICAGO HOUSING AUTHORITY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Housing, City and Community Development*:

July 15, 1982

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I appoint Estelle S. Holzer as a Commissioner of the Chicago Housing Authority to fill the vacancy which expires January 8, 1986.

Your favorable consideration of this appointment will be appreciated.

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

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*Referred--MAYOR'S APPOINTMENT OF ANGELINE P. CARUSO AS A  
COMMISSIONER OF THE CHICAGO HOUSING AUTHORITY.*

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Housing, City and Community Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I appoint Angeline P. Caruso as a Commissioner of the Chicago Housing Authority, for the term ending July 14, 1986.

Your favorable consideration of this appointment will be appreciated.

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

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*Referred--MAYOR'S APPOINTMENT OF VIOLA W. THOMAS AS MEMBER OF  
THE BOARD OF EDUCATION.*

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Education:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I have appointed Viola W. Thomas as a member of the Board of Education for a term ending April 30, 1984, replacing Jack Foster, whose term expires April 30, 1984.

July 15, 1982

COMMUNICATIONS, ETC.

11359

Your favorable approval of this appointment is requested.

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

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*Referred*--MAYOR'S REAPPOINTMENT OF JAMES H. KEMP AS MEMBER  
OF THE REGIONAL TRANSPORTATION AUTHORITY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Local Transportation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--I have reappointed Mr. James H. Kemp as a member of the Regional Transportation Authority Board for the term ending June 30, 1987.

Your approval of this reappointment is respectfully requested.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHICAGO ZONING ORDINANCE  
IN AREA OF S. STONY ISLAND AV. AND E. 103rd ST.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Chicago Transit Authority, I am transmitting herewith copies of an application for the amendment to the Chicago Zoning Ordinance for a Business Planned Development in the area of S. Stony Island Avenue and E. 103rd Street.

Enactment of the Ordinance by the City Council would greatly facilitate the development of a Transit Authority bus facility.

Thank you for your consideration of this matter.

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

*Referred*--PROPOSED ORDINANCE TO APPROVE SITE DESIGNATION BY  
DIRECTOR OF THE PUBLIC BUILDING COMMISSION FOR  
CAMPUS IMPROVEMENTS AT NEAR NORTH CAREER  
MAGNET HIGH SCHOOL.

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

July 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Public Building Commission, I transmit herewith an ordinance approving site designations for campus improvements at the Near North Career Magnet High School.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF  
MUNICIPAL CODE CONCERNING ASSIGNMENT  
OF TAXICAB LICENSES.

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

July 15, 1982.

*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. This amendment will prohibit the assignment of taxicab licenses.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF  
MUNICIPAL CODE CONCERNING DEFINITION  
OF WORD "LICENSEE".

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*:

July 15, 1982

COMMUNICATIONS, ETC.

11361

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

*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. This amendment makes a technical change in the definition of the word "licensee."

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHICAGO ZONING  
ORDINANCE IN AREA OF 41st - KING DRIVE  
REDEVELOPMENT PROJECT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, acting as Chairman of the Department of Urban Renewal Board, I am transmitting herewith copies of an application for amendment to Residential Planned Development No. 99 in the 41st - King Drive Redevelopment Project.

Enactment of the Ordinance by the City Council would greatly facilitate redevelopment of the project.

Thank you for your consideration of this matter.

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

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*Referred*--PROPOSED ORDINANCE FOR ACQUISITION OF  
LAND FOR CENTRAL PUBLIC LIBRARY.

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

July 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the City Comptroller, I transmit herewith an ordinance authorizing the Corporation Counsel to pursue negotiations for acquisition of land for the Central Public Library.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

*Proclamations.*

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

- "PAN-MACEDONIA DAYS IN CHICAGO":  
June 29-July 5, 1982;
- "POW/MIA RECOGNITION DAY IN CHICAGO":  
July 9, 1982;
- "GERMAN-AMERICAN DAYS IN CHICAGO"  
July 10-11, 1982;
- "CAPTIVE NATIONS WEEK IN CHICAGO":  
July 18-24, 1982;
- "JACK AND JILL OF AMERICA DAYS IN CHICAGO":  
July 20-25, 1982;
- "CHICAGO SPACE WEEK":  
July 16-24, 1982;
- "PERUVIAN INDEPENDENCE DAY IN CHICAGO":  
July 28, 1982;
- "OSTOMY AWARENESS MONTH IN CHICAGO":  
August, 1982;
- "NORTH DEARBORN PARKWAY HERITAGE DAY IN CHICAGO":  
August 1, 1982;
- "BLACKS IN AVIATION DAYS IN CHICAGO":  
August 5-8, 1982;
- "FRANK W. DENNY DAY IN CHICAGO":  
August 17, 1982;
- "LEUKEMIA AWARENESS MONTH IN CHICAGO":  
September, 1982;
- "NURSES APPRECIATION WEEK IN CHICAGO":  
September 12-18, 1982;
- "PTA ENROLLMENT MONTH IN CHICAGO":  
October, 1982;
- "CHICAGO EMPLOYEE FITNESS DAY":  
October 6, 1982;

"LIONS CLUBS CANDY DAY IN CHICAGO":  
October 8, 1982;

"RECORDS MANAGEMENT DAYS IN CHICAGO":  
October 11-14, 1982.

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*Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

American National Bank and Trust Company, U/T No. 26140: Acceptance and bond under an ordinance passed on May 27, 1982 (vaults); filed on July 7, 1982;

Henry Juracic/Mutual Marketplace: Acceptance and bond under an ordinance passed on January 14, 1982 and amended on April 21, 1982 (I-beam); filed on July 7, 1982;

Henry Juracic d/b/a Mutual Marketplace: Acceptance and bond under an ordinance passed on January 14, 1982 (I-beam); filed on July 7, 1982;

Schneider Brothers, Inc.: Acceptance and bond under an ordinance passed on April 21, 1982 (pipe); filed on July 7, 1982;

United Air Lines, Inc.: Acceptance and bond under an ordinance passed on September 14, 1981 (railroad switch track); filed on July 7, 1982.

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*Reports and Documents of Commonwealth Edison Co.*

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of July 7, 1982, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of July, 1982.

Statement for bills issued in July, 1982, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income of Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the month of May, 1982.

Monthly power plant report to the Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of May, 1982."

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**CITY COUNCIL INFORMED AS TO PUBLICATION  
OF ORDINANCES.**

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on June 30, 1982 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 July 15, 1982 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 June 30, 1982 [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 July 15, 1982.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING  
COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL  
BY THE 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.*

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

Adams Billie W., Admiral Electric Co., Inc., Allstate Ins. Co. (8) Lovell Baldwin, Robert Fisher, Tommie McMillian, Sheila Randle, Robert Reilly, Adam Shershen, J. C. Tincher and Richard Turner, Almquist Theresa M., Alvarez Pedro, American Ambassador Cas. Co. and Melvin Brown, American Int'l. Adj. Co. and Kenneth Maurer, American States Ins. Co. and List Industries, Inc., Andras Lorraine, Anthony Clara B., Appleby Robert C., Armon Timothy A., Asberry Ocie L.;

Babikan Peter J., Baccus Willie, Bass Ozell, Benson House of Vision, Begeron Clarence and Ileana, Berry Greg, Bialek Chester H., Bolda Joseph A., Bon Appetite Catering, Bradford Billy Joe, Broils Velma, Bronski Monica, Buddhist Temple of Chicago, Burrus Shirley D.;

Cain Alfred, Cameron Fancher, Carter Earlest, Chruscielski Gregory, Coca-Cola Bottling Co., Collins Vandy, Conti Mica Salvatore, Cooper Ethel L., Cordero Pedro C., Crawford & Co. Ins. Adj. and Kraft, Inc., Czaja Walter;

Davis Bathsheba, Davison James E., Dawes H. A., De La O Rudolfo, Dickie Dean A., DiVito Michael, Douglas Ethel (2), Dzialo Peter J.;

Eich Stephen B., Estka Joseph S., Ezsak Marcy Daniel;

Falco Michele, Fazzi Robert A., Filipovich Zoran, Fleming Mrs: Fred, Fobbs Walter, Frometa Herminio, Frye Clinton;

Gabel Betty A., Garay Juan, General Accident Grp. and Classic Packaging, Gentile Ann I., Gonzalez Manuel, Gousman Calvin Jr., Graham Guadalupe, Grant John, Grzeskiewicz Ronald;

Hampton James, Hanover Ins. Co. and Salvador Alverio d/b/a/ Boricua Foods, Hayes Ronald and Barbara, Haynes Albert III, Haynes Donald L., Herrera Joseph A.;

Illinois Bell Tel. Co. (4), Indiana Ins. Co. and Anthony Gianfrancisco, Isabell Roy A.;

Jackson James, James Dom, Jennings James, Jensen Josephine;

Kalvelage Susan R., Kanter Keith M., Kennedy Merle, Klein Michael A., Kornaros Danae, Kraucunas John, Krohn Joan;

Laurich Antoinett, Lazar Cvejanovic, Leak Walter, Lekisch K. Peter, Levine Oscar, Lezek & Levy Wholesale Meat, Inc., Litoff Susan G., Lopez Alejos;

Mallett Jessie, Mason Bernadette A., Matarieh Nadia, Mattiuzzo Alvin, McGray Mrs. Irene, McKavis Adelaide, Merriweather Theodore L., Milito's Service Station, Inc., Montalto I., Moody Juanita J. (2), Moore Brenetta, Morris Pauline, Munoz Carmen Lydia, Murphy Lillian, Myrick Idella;

Nailes Harold, Noto Richard;

Ochoa Mario I.;

Paskuly Mary Ann, Peck-Hills Furniture Co., Pender Dorothy G., The Peoples Gas Light and Coke Co. (3), Perez Cesar, Perez Horacio, Popielarz Janice M., Price Geri, Prudential Prop. and Cas. and Dolores Drew, Prus Louis J.;

Rabiansky John J., Ramos Rebecca G., Rice Pamela Jo, Riebe Wallace J., Riley Edward T., Rivera Eva, Rivera Jose, Rutkowski William P., Ryndak Therese;

Sanchez Nellie, Schankel Julia, Schmidt Ronald A., Schoo Clarence, Schumacher Harry W., Sexton Joseph V., Silverman Jerome, Smith Albert R., Stacker Marie T., State Farm Ins. Co. (3) Lamar Granberry, Alex Navardauskas and Frank and Betty Steen, Steele Terence, Stipta Lorraine, Stokes Jerome, Sumarnkant Tipnapa, Swiderski Gregg, Swift Evelyn, Szychinski Jan;

Tassin Monique, Tavoularis Art, Taylor James W., Taylor Malvin P., Tillery David A., Truss Hilman Jr., Tucker Homer Jr., Turco Michael;

Underwriters Adj. Co. (4) Joy J. Colletta, Carl Davis III, Martin A. Randell and Joseph F. Stanchura;

Viatkus Romualo, Valentine Robert R., Vasquez Martha Ann, Vinson Leroy B.;

Weller Robb, Wenz Paul D., Williams Larry W., Wheeler Emma, Wilson Madeline F., Wolf Judith R., Wordlaw Rev. J. N.;

Yarris Shirley, Yellow Cab Co., Youkon Michael W.;

Zalatoris Richard A., Zawrdzki Leo, Zazas Aynne, Zepeda Luis, Ziccardi Louise, Zimmerman Susan.

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*City Comptroller's Quarterly Report for Municipal Hotel  
Operators' Occupation Tax.*

Also a report from Anthony N. Fratto, City Comptroller, addressed to the Mayor and Members of the City Council, transmitting the quarterly report of amounts expended in the Municipal Hotel Operators' Occupation Tax Fund.--Placed on File.

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*Report on "Calumet Skyway Toll Bridge".*

Also a communication from Anthony N. Fratto, City Comptroller, addressed to the City Clerk, transmitting a copy of the certified report prepared by Laventhol & Horwath and also a copy of the Financial Statements for the period ending December 31, 1981.--Placed on File.

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*Recommendations by Comm. of Dept. of Planning, City and Community  
Dev. and Zoning Administrator Pertaining to Sundry  
Proposals for Map Amendments to Chicago Zoning  
Ordinance.*

Also a communication signed by Martin R. Murphy, Commissioner, Department of Planning, City and Community Development under date of June 29, 1982, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for deferred matters in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--Placed on File.

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

The City Clerk transmitted the following communications addressed to him under date of July 9, 1982, signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements, Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys*:

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

- |         |   |
|---------|---|
| Ward 9  | Grading, paving and improving the alleys between E. 104th Street, E. 105th Street, S. King Drive and S. Calumet Avenue, etc.;           |
| Ward 9  | Grading, paving and improving the alley between W. 126th Street, W. 127th Street, S. Union Avenue and S. Emerald Avenue, etc.;          |
| Ward 11 | Grading, paving and improving the alleys between W. 36th Street, W. 37th Street, S. Normal Avenue and S. Parnell Avenue, etc.;          |
| Ward 15 | Grading, paving and improving the alleys between W. 68th Place, W. 69th Street, S. Hoyne Avenue and Pennsylvania Railroad R.O.W., etc.; |
| Ward 21 | Grading, paving and improving the alleys between W. 87th Street, W. 88th Street, S. Eggleston Avenue and S. Normal Avenue, etc.;        |
| Ward 21 | Grading, paving and improving the alleys between W. 88th Street, W. 89th Street, S. Throop Street and S. Ada Street, etc.;              |
| Ward 21 | Grading, paving and improving the alley between W. 90th Street, W. 90th Place, S. Paulina Street and C.R.I. R.R. R.O.W., etc.;          |
| Ward 21 | Grading, paving and improving the alleys between W. 102nd Street, W. 103rd Street, S. Yale Avenue and S. Princeton Avenue, etc.;        |
| Ward 23 | Grading, paving and improving the alley between W. 48th Street, W. 49th Street, S. Keating Avenue and S. Cicero Avenue;                 |
| Ward 23 | Grading, paving and improving the alley between W. 50th Street, W. 51st Street, S. Cicero Avenue and S. LaCrosse Avenue;                |
| Ward 23 | Grading, paving and improving the alley between W. 64th Place, W. 65th Street, S. Mobile Avenue and S. Narragansett Avenue, etc.;       |
| Ward 34 | Grading, paving and improving the alley between W. 105th Street, W. 106th Street, S. Peoria Street and S. Sangamon Street, etc.;        |
| Ward 34 | Grading, paving and improving the alley between W. 107th Place, W. 108th Street, S. Morgan Street and S. Beverly Avenue, etc.;          |
| Ward 34 | Grading, paving and improving the alley between W. 105th Street, W. 106th Street, S. Sangamon Street and S. Morgan Street, etc.;        |
| Ward 34 | Grading, paving and improving the alley between W. 121st Street, W. 122nd Street, S. Stewart Avenue and S. Eggleston Avenue;            |
| Ward 36 | Grading, paving and improving the alley between W. Roscoe Street, W. School Street, N. Oconto Avenue and N. Octavia Avenue."            |

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

The City Clerk transmitted two communications from Edwin J. Kowalski, Secretary of the Board of Local Improvements, Department of Streets and Sanitation, under date of July 9, 1982, transmitting proposed ordinances to *repeal* ordinances passed on the dates noted, which were *Referred to the Committee on Local Industries, Streets and Alleys*:

- |         |  |
|---------|--|
| Ward 9  | Grading, paving and otherwise improving the roadway of the alley between E. 104th Street, E. 105th Street, S. Forrest Avenue and S. Prairie Avenue, etc. (passed 1-14-82);                     |
| Ward 12 | Grading, paving and otherwise improving the roadway of the north-south alley in the block bounded by W. 43rd Street, W. 44th Street, S. Knox Avenue and S. Kilpatrick Avenue (passed 7-20-81). |

*Referred*--REQUEST FOR PERMIT FOR SIDEWALK SALE  
FOR FRANKS DEPT. STORE.

Also a communication from R. Franks, d/b/a Franks Department Store, 815 W. 49th Street, requesting issuance of necessary permit to hold sidewalk sale at above address for the period July 22-24, 1982.--*Referred to the Committee on Traffic Control and Safety*.

*Referred*--REQUEST BY BOARD OF EDUCATION FOR CITY TO  
SELL CERTAIN SCHOOL PROPERTY AT SPECIFIED LOCATIONS.

Also fifteen (15) communications from the Board of Education of the City of Chicago requesting the City to sell certain school property, at specified locations, title to which is held by the City of Chicago, In Trust for the Use of Schools.--*Referred to the Committee on Finance*.

*Referred*--BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of July 14, 1982, which read as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3091 S. Lyman Street, which was authorized by ordinance passed April 12, 1982, page 10291, Council Journal.

Transmitted herewith three (3) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at Nos. 211-219 E. 35th Street, which was authorized by ordinance passed March 30, 1982, page 10168, Council Journal.

Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at Nos. 2504-2516 N. Willetts Court, Parking Site No. 66, which was authorized by ordinance passed March 30, 1982, page 10168, Council Journal.

On motion of Alderman Frost the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance*.

The following is a summary of said bids:

*No. 3091 S. Lyman St.*

Joseph and Patricia Wypasek, 3092 S. Lyman Street, Chicago, Illinois 60608: Amount bid \$3,090.90, deposit check \$309.09 (certified check);

*Nos. 211-219 E. 35th St.*

Reverend Chas Davis, Indiana Ave. Pentecostal Church of God, 3520-22 S. Indiana Avenue, Chicago, Illinois 60653: Amount bid \$16,600.00, deposit check \$1,660.00 (certified check);

Douglas Development Corporation, Inc., 235 E. 35th Street, Chicago, Illinois 60616: Amount bid \$20,000.00, deposit check \$2,000.00 (certified check);

Advanced Computer-Based Technology, Advanced Computronics Technology, P.O. Box 7591, Chicago, Illinois 60680: Amount bid \$17,000.00, deposit check \$1,700.00 (certified check);

*Nos. 2504-2516 N. Willetts Ct.  
(Parking Site No. 66).*

Patricia R. Lauber, 824 W. Wrightwood Avenue, Chicago, Illinois 60614: Amount bid \$10,000.00, deposit check \$1,000.00 (certified check);

Marshall Bauer, 999 Lake Shore Drive, Chicago, Illinois, 60611: Amount bid \$25,000.00, deposit check \$2,500.00 (certified check).

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*Placed on File--REPORT OF VOUCHER PAYMENTS FOR PERSONAL  
SERVICES FOR MONTH OF MAY, 1982.*

The City Clerk transmitted the following report received from Anthony N. Fratto, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payment printed on page 11369 of this Journal]

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*Recommendation of Comm. on Chicago Historical and  
Architectural Landmarks that the Brewster  
Apartments be Designated as a  
"Chicago Landmark".*

Also a communication from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of July 13, 1982, transmitting the recommendation that the Brewster Apartments be designated as a "Chicago Landmark".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

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**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.*

(Continued on page 11370)

PERSONAL SERVICES BY VOUCHERS FOR MAY 1982

<u>Names</u>	<u>Address</u>	<u>Department</u>	<u>Title</u>	<u>Account</u>	<u>Rate</u>	<u>May</u>
Julia Versau	1250 W. Cornelia	Com. Historical Ldmark	Title Searcher	Corporate	\$ 5.93 p/h	\$ 219.41
Charles Cook	6056 N. Kedvale	Consumer Services	Consumer Serv. Off. I	"	9.11 p/h	1,748.91
Bradley R. Eidmann	6241 N. Lakewood	"	Staff Aide	"	92.20 p/d	1,936.20
Kathleen Forde	7073 N. Mason	"	Senior Clerk	"	35.81 p/d	358.10
Mary Harmon	4515 S. King Dr.	"	Mech. Consultant	"	14.24 p/h	2,833.76
Arthur Varchmin	3517 N. Marmora	"	Con. Ser. Off. I	"	55.20 p/d	331.20
Michael Bauer	6900 N. Oriole	Fire	Helicopter Pilot	"	8/p	2,241.50
Leroy Hansch	6842 N. Jan	"	"	"	8/p	1,320.00
John Kerecher	8159 W. Balmoral	"	"	"	8/p	3,160.00
Lou Lason	1695 Overland Trail	"	Bank Director	"	833.34 p/m	416.67
Jerry Lebeau	6435 S. Sayre	"	Helicopter Pilot	"	S/a	1,188.00
Irwin Maas	9508 S. Exchange	"	"	"	S/a	4,339.00
Roy Getachow	1205 W. Sherwin	Health	Employee Counselor	"	2,250.00 mo.	2,147.70
Rhonda McGowan	1830 S. Kildare	"	Asst. Director	"	2,500.00 mo.	2,386.40
Judith Rich	1401 E. 55th St.	"	Admin. Assist. II	"	1,453.00 mo.	1,387.00
Mario Rubinelli	505 N. Lake Shore Dr.	"	Director of Occup.	"	3,083.34 p/m	2,943.17
Larry B. Shaps	3750 N. Lake Shore Dr.	"	Educator	"	2,603.00 p/m	3,084.75
Walter L. Shumpert	436 N. Lawler	"	Public Educator	"	1,767.00 p/m	1,686.68
Jerry Lester	11512 S. Wallace	Human Services	Janitor	"	3.50 p/h	343.00
Charles Lockett	8051 S. Morgan	"	"	"	4.00 p/h	344.00
Alonzo Whitaker	844 N. Cambridge	"	"	"	3.50 p/h	70.00
Henry Williams	945 W. 69th St.	"	"	"	4.00 p/h	120.00
Jose R. Zepeda	2248 W. 21st Pl	"	"	"	3.50 p/h	236.00
Joanna Gerlach	3550 N. Lake Shore Dr.	Motion Picture Appeal Bd.	Member	"	50.00 p/m	200.00
Matthew Schoenbaum	820 N. Michigan	"	"	"	50.00 p/m	200.00
Juliet Rago Manamara	6525 N. Sheridan	"	"	"	50.00 p/m	200.00
Judge Hyman Feldman	340 W. Diversey	Off. of Municipal Invest.	Legal Advisor	"	4,146.00 mo.	4,146.00
Gregory Perkins	8549 S. Drexel	Police	Police Officer	"	Backpay	10,521.20
Thomas H. Porter	2408 E. 79th St.	"	"	"	"	8,579.90
John E. Wood	5400 S. Aberdeen	"	"	"	"	5,000.00
James Sallis	6521 S. Peoria	Water Dept.	Laborer	"	"	11,250.48

(Continued from page 11368)

**COMMITTEE ON FINANCE**

**Ordinance Authorized to Provide for Supplemental  
Appropriation for Year 1982.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith providing for a Supplemental Appropriation for the Year 1982.

Alderman Bloom presented an amendment concerning a Supplemental Appropriation to the Community Arts Trust Fund.

On motion of Alderman Frost the proposed amendment was *Referred to the Committee on Finance.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Frost, Marcin, Farina, Cullerton, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr--38.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has Corporate Fund revenues that have accrued subsequent to the adoption of the 1982 Budget in the sum of \$8,057,000; and

WHEREAS, The City also anticipates receiving additional revenue from the sale of Land and Buildings in the amount of \$7,160,900 and new revenue from the Cable Television Commission in the amount of \$440,000; and

WHEREAS, The City has need to expend these funds to provide for the necessary expenses of City government; therefore,

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

SECTION 1. The revenues available to the City of Chicago for the Corporate Fund for the fiscal year beginning January 1, 1982 have changed as follows:

- Increase in the Sale of Land and Buildings receipts of \$15,217,900.
- New revenue from Cable Television of \$440,000.

SECTION 2. The following amounts are hereby appropriated from the Corporate Fund for the fiscal year beginning January 1, 1982 and ending December 31, 1982 for the following objects and purposes (indicated by an asterisk \*), said amounts being in addition to the appropriations made by the Annual Appropriation Ordinance for 1982 including amendments thereto and any prior supplemental appropriations.

<i>BOARD OF ELECTION COMMISSIONERS</i>	<i>Supplemental Appropriation</i>	<i>From</i>	<i>To</i>
100.1910			
.050 Judges and Clerks of Election		\$ 10,000	\$ 40,000
.055 Extra Clerk Hire		499,288	506,288

	<i>Supplemental Appropriation</i>	<i>From</i>	<i>To</i>
*1910.000 FOR PERSONAL SERVICES	\$ 37,000	\$ 3,597,552	\$ 3,634,552
.130 Postage and Postal Charges		\$ 190,000	\$ 196,800
.149 Other Professional and Technical Services		218,000	222,500
.150 Publications		475,000	493,600
.152 Advertising		139,000	143,200
.154 Rental of Property (Polling Places)		138,000	141,400
.157 Rental of Equipment and Services		1,075,000	1,076,400
.175 Transportation Charges		200,000	207,000
*1910.100 FOR CONTRACTUAL SERVICES	\$ 45,900	2,836,500	\$ 2,882,400
DEPARTMENT OF STREETS AND SANITATION Bureau of Equipment Service 100.5610			
.176 Maintenance and Operation - City Owned Vehicles		\$ 1,637,000	\$ 2,637,000
*5610.100 FOR CONTRACTUAL SERVICES	\$ 1,000,000	\$ 2,901,000	\$ 3,901,000
DEPARTMENT OF FINANCE-GENERAL 100.9112			
.610 For acquisition of property not otherwise provided for: To be expended under the direction of the City Council		\$ 20,000	\$ 11,020,000
*9112.600 FOR LAND	\$11,000,000	\$ 120,000	\$ 11,120,000
.811 To provide for the restoration of heat to dwelling units through emergency service calls and repair of heating units.		\$ 80,000	\$ 215,000
.816 For expenses incurred in the implementation of the Chicago Cable Communications Ordinance, provided that, all expenditures for salaries and wages and payments to independent contractors must be approved by the Finance Committee.		-0-	440,000
.817 For engineering, design and construction expenses for a new Central Library Facility		-0-	3,000,000
*9112.800 For Specific Purposes - General	\$ 3,575,000	\$ 6,938,000	\$ 10,513,000
TOTAL SUPPLEMENTAL APPROPRIATION	\$15,657,900		

SECTION 3. For the purpose of expenditure and accounting control the appropriations herein are made in accordance with the standard classification of accounts as provided in Section 7-13 of the Municipal Code of Chicago.

SECTION 4. The Comptroller and heads of departments and other agencies of the City government shall administer the amounts appropriated in this ordinance by standard accounts as specified by code numbers and letters; designations of which may be amended or altered by the Comptroller to suit the need for proper classification in accordance with the standard classification of accounts and with the official manual

of the City of Chicago issued by the Department of Finance in which are specified the details of commodities, services, benefits and claims chargeable to the respective standard accounts.

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

**Authority Granted for Issuance of \$35,000,000 Wastewater  
Transmission Revenue Bonds, Series of July, 1982.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing issuance of \$35,000,000 Wastewater Transmission Revenue Bonds, Series of July 1982, of the City of Chicago, Illinois, and providing for the collection, segregation and distribution of the revenues derived from the operation of the Wastewater Transmission System.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr--35.

*Nays*--Aldermen Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman--7.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City of Chicago has heretofore constructed and is presently maintaining and operating a wastewater transmission system, also known as the Chicago sewer system (the "System"), to meet the needs of its inhabitants and the users thereof, which System is operated under the supervision and control of the Department of Sewers of the City; and

WHEREAS, It is deemed advisable and for the best interests of the City that necessary improvements and extensions to the System be made, the estimated cost of which, including all financing costs and expenses, bond discounts, capitalized interest and reserves, is the sum of \$35,000,000; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow the sum of \$35,000,000 to provide the funds for such project and in evidence thereof to issue its Wastewater Transmission Revenue Bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

*Article I*

*Definitions*

SECTION 1.1 As used in this Ordinance, the following terms shall have the meaning hereinafter set forth, unless the context shall clearly indicate that some other meaning is intended:

- a. "Bond" or "Bonds" means one or more of the Wastewater Transmission Revenue Bonds, Series of July, 1982, authorized by and issued pursuant to the Bond Ordinance.

- b. "Bond Ordinance" means the Ordinance adopted by the City Council authorizing the Bonds.
- c. "City" means the City of Chicago.
- d. "Clerk" means the City Clerk of the City.
- e. "Comptroller" means the City Comptroller of the City.
- f. "Fiscal Year" means the period commencing January 1 and ending December 31 of any given year.
- g. "Gross Revenues" means all income and receipts from any source whatsoever, which under recognized accounting principles are properly chargeable as being derived from the operation of the System, including, without limiting the generality of the foregoing, moneys derived from charges imposed for sewer service and usage and billed on a regular periodic basis; from charges imposed for inspection and permits for connection to the System, and including Investment Earnings.
- h. "Investment Earnings" means all interest received on or profits derived from investments made with any of the Gross Revenues or any money in the accounts specified in Article IV hereof.
- i. "Maximum Annual Debt Service" means an amount of money equal to the highest future principal and interest requirements of all Outstanding Bonds required to be credited to the Bond and Interest Account created by this Ordinance in any Fiscal Year, including and subsequent to the Fiscal Year in which the computation is made. Any Outstanding Bonds required to be redeemed pursuant to mandatory redemption from said Bond and Interest Account shall be treated as falling due on the date required to be redeemed and not on the stated maturity date of such Outstanding Bonds.
- j. "Net Revenues" means that portion of the Gross Revenues remaining after providing sufficient funds for Operation and Maintenance Costs.
- k. "Operation and Maintenance Costs" means all expenses reasonably incurred in connection with the operation and maintenance of the System, which under recognized accounting principles are properly chargeable to the System, and not capitalized, including, without limiting the generality of the foregoing, salaries, contracts for services, cost of materials, supplies, insurance, power, Paying Agents' fees, reasonable repairs and renewals necessary to render efficient service, and all incidental expenses, but excluding any provision for depreciation.
- l. "Original Purchasers" means as to the Bonds, Goldman, Sachs & Co. and Bear, Stearns & Co., and Associates, and as to any Parity Bonds, means any original purchaser or purchasers thereof designated in the ordinance authorizing the issuance of such Parity Bonds.
- m. "Outstanding Bonds" means Bonds and Parity Bonds which are outstanding and unpaid; provided, however, that such term shall not include Bonds or Parity Bonds (i) which have matured and for which moneys are on deposit with designated Paying Agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity, or as called for redemption, all the principal of and interest on, and applicable premium on, such Bonds or Parity Bonds, or (iii) which are owned by or under the control of the City.
- n. "Parity Bonds" means additional bonds on a parity with the Bonds hereby authorized.

- o. "Paying Agents" means the place or places of payment of the principal of and interest on the Bonds as designated in Section 3.2 of this Bond Ordinance.
- p. "Permitted Investments" means the investments in which moneys held in the Sewer Revenue Fund may be made as designated in Section 4.3 of this Bond Ordinance.
- q. "Project" means the specified improvements and extensions to the wastewater transmission facilities of the Sewer System as described in Section 2.1 hereof, or any substitutions or additions thereto or deletions therefrom.
- r. "Project Cost" means total estimated cost of construction of Project, including engineering, legal fees, financing costs, expenses, bond discount, capitalized interest and reserves funded from Bond proceeds.
- s. "System" or "Sewer System" or "Wastewater Transmission System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City, and used for sewer purposes, including the Project and any and all further extensions, improvements and additions to the Project or the System.
- t. "Treasurer" means the City Treasurer of the City.

*Article II*

*Project*

SECTION 2.1 It is deemed advisable and necessary for the government and affairs of the City to borrow the sum of \$35,000,000 to provide funds for capital improvements for the System as follows:

<i>Project</i>	<i>Estimate of Cost</i>
Southport Avenue Project - Sewer Replacement	\$ 2,000,000
California Avenue Project No. 3 - New Sewer Construction	5,700,000
Blackhawk Street Project No. 5A - Auxiliary Outlet Sewers	2,000,000
Ontario Street Project - New Sewer Construction	800,000
Pilsen Project No. 2 - New Sewer Construction	1,000,000
Hobbie Street Project - Auxiliary Outlet Sewers	4,400,000
Marquette Road Project No. 1 - Auxiliary Outlet Sewers	700,000
Roseland Project No. 1 - New Sewer Construction	2,500,000
Rogers Park Project No. 1 - New Sewer Construction	2,000,000
Oketo Avenue Project - Auxiliary Outlet Sewers	200,000
South Chicago Project No. 1 - New Sewer Construction	1,200,000
Illinois Street Project No. 1 - Auxiliary Outlet Sewers	5,000,000
Miscellaneous City-Wide - Emergency Replacement	<u>1,500,000</u>
Total Construction Costs	\$ 29,000,000
Deposit to Bond Reserve Account	4,888,000
Costs of Issuance	<u>1,112,000</u>
TOTAL	\$ 35,000,000

SECTION 2.2 The City Council does hereby determine the period of usefulness of the improvements and extensions proposed to be made to the System, as hereinabove described, to be at least forty (40) years from the date of the Bonds.

*Article III*

*The Bonds*

SECTION 3.1 For the purpose of providing funds to pay the Project Costs, there shall be issued Revenue Bonds of said City in the principal amount of \$35,000,000. The Bonds shall each be designated "Wastewater Transmission Revenue Bond, Series of July, 1982," shall be issued as negotiable coupon Bonds, registerable as to principal only, in the denomination of \$5,000, shall be numbered consecutively from one upwards, and shall bear interest from their date until the principal amount is paid or provided for, at the rate of \_\_\_\_\_% per annum or such lesser rate as shall be established pursuant to the sale of the Bonds, such interest to be computed on the basis of a 360-day year, consisting of twelve 30-day months.

The Bonds shall become due on July 1 of each of the years and in the amounts as follows (subject to the right of prior redemption hereinafter recited):

<i>Serial Numbers, Both Inclusive</i>	<i>Principal Amount</i>	<i>Year of Maturity</i>
1 to 27	\$ 135,000	1983
28 to 56	145,000	1984
57 to 88	160,000	1985
89 to 123	175,000	1986
124 to 162	195,000	1987
163 to 205	215,000	1988
206 to 252	235,000	1989
253 to 305	265,000	1990
306 to 364	295,000	1991
365 to 430	330,000	1992
431 to 1854	7,120,000	2002
1855 to 7000	25,730,000	2012

Bonds due on July 1 of the years 2002 and 2012 are redeemable prior to maturity at the option of the City, in whole on any date on or after July 1, 1992, or in part on July 1, 1992 or on any interest payment date thereafter, and if less than all of the Outstanding Bonds are to be redeemed the Bonds to be called shall be called in the inverse order of their maturity and selected by lot by the City Comptroller in any reasonable manner, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date fixed for redemption:

<i>Date of Redemption</i>	<i>Redemption Price</i>
July 1, 1992 through December 31, 1992	103%
January 1, 1993 through June 30, 1993	102-1/2%
July 1, 1993 through December 31, 1993	102%
January 1, 1994 through June 30, 1994	101-1/2%
July 1, 1994 through December 31, 1994	101%
January 1, 1995 through June 30, 1995	100-1/2%
July 1, 1995 and thereafter	100%

Provided that Bonds due on July 1, 2002 shall be subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, to be selected by the City Comptroller by lot in any reasonable manner, on July 1 of each of the years and in the principal amounts as shown on the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
1993	\$ 375,000	1998	\$ 710,000
1994	425,000	1999	805,000
1995	485,000	2000	915,000
1996	550,000	2001	1,045,000
1997	625,000	2002	1,185,000

and, provided further, that Bonds due on July 1, 2012 shall be subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, to be selected by the City Comptroller by lot in any reasonable manner, on July 1 of each of the years and in the principal amounts as shown on the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
2003	\$ 1,345,000	2008	\$ 2,565,000
2004	1,530,000	2009	2,920,000
2005	1,745,000	2010	3,320,000
2006	1,980,000	2011	3,775,000
2007	2,255,000	2012	4,295,000

Notice of any redemption, specifying the numbers of the Bonds and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known address, of any Bonds which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds. When such Bonds have been called for redemption and funds for such payment, including the applicable premium, have been deposited with the Paying Agents designated for the Bonds, interest shall cease from and after the date so fixed for redemption.

SECTION 3.2. Interest on the Bonds shall be payable semi-annually on the first day of January and July in each year, beginning on January 1, 1983, which said obligation to pay interest to date of maturity of principal shall be evidenced by proper interest coupons attached to each Bond and maturing on the dates herein provided. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the principal office of The First National Bank of Chicago, Chicago, Illinois, or at the option of the holder at \_\_\_\_\_, or at the office of the City Treasurer, in the City of Chicago, Illinois.

SECTION 3.3 Each Bond shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual signature of the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed, impressed or printed thereon. Each interest coupon shall be executed by the facsimile signatures of the Mayor and the City Comptroller, which said officials, by the execution of the Bonds, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature appears on a Bond or interest coupon shall cease to be such officer before the delivery of such Bond or interest coupon, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 3.4. The Bonds, together with the interest thereon, shall be payable solely and only from the Net Revenues derived from the operation of the Sewer System of the City, and the Bonds shall not in any event constitute an indebtedness of the City of Chicago within the meaning of any constitutional or statutory provision or limitation and each Bond will contain a statement to that effect.

SECTION 3.5 The rights and obligations of the City and of the holders of the Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the City Council with the written consent of the holders of not less than two-thirds (2/3) of the principal amount of all of the Outstanding Bonds; provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of and interest on the Bonds, at the time, place and at the rate, and in the currency, provided therein of any Bond then outstanding, without the express consent of the holder of such Bond, nor shall any such modification or amendment permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, nor reduce the percentage of the holders of Outstanding Bonds required for the written consent of such modification or amendment. Each such consent must be accompanied by proof of ownership of the Bonds for which consent is given, which proof must be in a form approved by the City Comptroller, and each such consent and proof of ownership must be on file with the City Clerk prior to the adoption of such modifying or amendatory ordinance.

SECTION 3.6 The Bonds shall pass by delivery, unless registered, and any Bond may be registered as to principal only in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Bond so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Bond, unless the last registration is to bearer, after which it shall be transferable by delivery, but may again be registered as before. Such registration, however, shall not effect the negotiability of the interest coupons by delivery.

SECTION 3.7 Each Bond, interest coupon and form of registration shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

WASTEWATER TRANSMISSION REVENUE BOND  
SERIES OF JULY, 1982.

Number \_\_\_\_\_ \$5,000

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received promises to pay to bearer, or if this bond be registered as to principal then to the registered owner hereof, but solely from the Sewer Revenue Fund as hereinafter provided, the sum of Five Thousand Dollars (\$5,000) on the first day of July, \_\_\_\_\_, together with interest thereon from the date hereof until paid at the rate of \_\_\_\_\_ per cent (\_\_\_\_%) per annum, payable semiannually on the first days of January and July in each year, beginning on January 1, 1983. Interest due on or prior to maturity is payable only on presentation and surrender of the interest coupons hereto attached as they severally mature.

Both the principal of and interest on this Bond are payable in lawful money of the United States of America at the principal office of The First National Bank of Chicago, Chicago, Illinois, or at the option of the holder at \_\_\_\_\_ or at the office of the City Treasurer, in the City of Chicago, Illinois.

This Bond, and the series of which it forms a part, is payable solely from Net Revenues derived from the operation of the Sewer System of said City and not otherwise, and was authorized by Ordinance duly adopted by the City Council of the City of Chicago on \_\_\_\_\_, 1982 (the "Ordinance"), which Ordinance was approved by the Mayor of said City, and published, in all respects as by law required, and

is now in full force and effect. This Bond, and the issue of which it forms a part, was authorized for the purpose of paying the cost of improving and extending the Wastewater Transmission System of said City, and this Bond, and the series of which it forms a part, does not constitute an indebtedness of the City of Chicago within any constitutional or statutory provision or limitation.

Under the Ordinance authorizing the issuance of this Bond, and the series of which it forms a part, the Gross Revenues received from the operation of said System shall be deposited in a separate fund designated as the "Sewer Revenue Fund of the City of Chicago," which Fund shall be used only and is hereby irrevocably pledged for paying the cost of operation and maintenance of said System, paying the principal of, premium, if any, and interest on this Bond, and the series of which it forms a part, and establishing and maintaining the several accounts referred to and described and as provided for and in conformity with the covenants of the City as set forth in the Ordinance pursuant to which this Bond, and the series of which it forms a part, is issued.

This Bond is one of a series of Bonds aggregating the principal amount of Thirty-five Million Dollars (\$35,000,000) of like date, issued pursuant to the constitutional home rule powers of the City for the purpose of providing funds to pay the cost of capital improvements for the Sewer System of the City, and was authorized by the Ordinance.

\* \* \*

(The following paragraph is to be inserted in the Bonds becoming due on July 1, 2002 and on July 1, 2012.)

This Bond is redeemable prior to maturity at the option of the City, in whole on any date on or after July 1, 1992, or in part on July 1, 1992 or on any interest payment date thereafter, and if less than all of the Outstanding Bonds are to be redeemed, the Bonds to be called shall be called in the inverse order of their maturity and selected by lot by the City Comptroller in any reasonable manner, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date fixed for redemption:

<i>Date of Redemption</i>	<i>Redemption Price</i>
July 1, 1992 through December 31, 1992	103%
January 1, 1993 through June 30, 1993	102-½%
July 1, 1993 through December 31, 1993	102%
January 1, 1994 through June 30, 1994	101-½%
July 1, 1994 through December 31, 1994	101%
January 1, 1995 through June 30, 1995	100-½%
July 1, 1995 and thereafter	100%

\* \* \*

(The following paragraph is to be inserted only in the Bonds becoming due on July 1, 2002.)

Provided further, that this Bond is subject to mandatory redemption prior to maturity, at par and accrued interest to the date fixed for redemption, by lot selected in any reasonable manner by the City Comptroller, such redemption to be on July 1 of the years and in the principal amounts in accordance with the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
1993	\$ 375,000	1998	\$ 710,000
1994	425,000	1999	805,000
1995	485,000	2000	915,000
1996	550,000	2001	1,045,000
1997	625,000	2002	1,185,000

\* \* \*

(The following paragraph is to be inserted only in the Bonds becoming due on July 1, 2012.)

Provided further, that this Bond is subject to mandatory redemption prior to maturity, at par and accrued interest to the date fixed for redemption, by lot selected in any reasonable manner by the City Comptroller, such redemption to be on July 1 of the years and in the principal amounts in accordance with the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
2003	\$ 1,345,000	2008	\$ 2,565,000
2004	1,530,000	2009	2,920,000
2005	1,745,000	2010	3,320,000
2006	1,980,000	2011	3,775,000
2007	2,255,000	2012	4,295,000

\* \* \*

(The following paragraph is to be inserted in the Bonds becoming due on July 1, 2002 and on July 1, 2012.)

Notice of any redemption, specifying the numbers of the Bonds and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption, to the registered owners, at their last known address, of any Bonds which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds. When such Bonds have been called for redemption and funds for such payment, including the applicable premium, have been deposited with the Paying Agents designated for the Bonds, interest shall cease from and after the date so fixed for redemption.

\* \* \*

The rights and obligations of the City and of the holders of the Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the City Council with the written consent of the holders of not less than two-thirds (2/3) of the principal amount of all of the Bonds, and all Parity Bonds, then Outstanding, as defined in the Ordinance; provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of and interest on the Bonds, at the time, place and at the rate, and in the currency, provided therein of any Bond then outstanding, without the express consent of the holder of such Bond, nor shall any such modification or amendment permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, nor reduce the percentage of the holders of Outstanding Bonds required for the written consent of such modification or amendment. Each such consent must be accompanied by proof of ownership of the Bonds for which consent is given, which proof must be in a form approved by the City Comptroller, and each such consent and proof of ownership must be on file with the City Clerk prior to the adoption of such modifying or amendatory ordinance.

This Bond may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof, except when noted upon such books and similarly noted hereon, shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond, and the series of Bonds of which this Bond is one, do exist, have happened and have been performed in regular and due form and time as required by law; and that provision has been made for depositing in said Sewer Revenue Fund the Gross Revenues received from the operation of said Wastewater Transmission System to be applied in the manner as hereinabove set forth, and it is hereby covenanted and agreed that rates will be charged for the use and service of said System sufficient at all times to pay the cost of operation and maintenance of said System, to promptly pay the principal of, premium, if any, and interest on this Bond, and the series of which it forms a part, and to comply with all the covenants of and to maintain the several special accounts of the "Sewer Revenue Fund" of the City, as such several special accounts were referred to, described and provided for by the provisions of the Ordinance heretofore adopted and pursuant to which this Bond, and the series of which it forms a part, is issued.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, impressed or printed hereon, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Bond, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of July 1, 1982.

\_\_\_\_\_  
Mayor  
City of Chicago

Attest:

\_\_\_\_\_  
City Clerk  
City of Chicago

\_\_\_\_\_  
City Comptroller  
City of Chicago

[Seal]

(Form of Coupon)

Number \_\_\_\_\_

\$ \_\_\_\_\_

On the first day of \_\_\_\_\_, 19\_\_ \*(unless the Bond to which this coupon is attached has been called for prior redemption as therein recited and payment made or provided for), the City of Chicago, Illinois, promises to pay to bearer solely from the Net Revenues derived from the operation of the Sewer System of the City, in lawful money of the United States of America at the principal office of The First National Bank of Chicago, Chicago, Illinois, or at the option of the holder at \_\_\_\_\_, or at the office of the City Treasurer, in the City of Chicago, Illinois, \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for interest due that day on its Wastewater Transmission Revenue Bond, Series of July, 1982, dated July 1, 1982, No. \_\_\_\_\_.

(Facsimile Signature)  
\_\_\_\_\_  
City Comptroller  
City of Chicago

(Facsimile Signature)  
\_\_\_\_\_  
Mayor  
City of Chicago

\*(The clause within the parentheses shall be inserted in all coupons attached to Bonds becoming due on July 1, 2002 and on July 1, 2012.)

Date of  
Registration

Name of Registered Owner

Signature of  
City Comptroller  
of the City of Chicago

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Article IV**Sewer Revenue Fund and Accounts*

SECTION 4.1 Upon the issuance of any of the Bonds, the System shall be operated on a Fiscal Year basis. The Gross Revenues shall be set aside as collected in a separate fund with the Treasurer, which fund is hereby created and is designated as the "Sewer Revenue Fund" of the City, which shall constitute a trust fund for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance, and shall be used only in paying Operation and Maintenance Costs, paying the principal of, premium, if any, and interest on all Bonds, Parity Bonds and other revenue bonds of the City which by their terms are payable solely from the Net Revenues derived from the System, and providing for the establishment of, and expenditures from the respective accounts as hereinafter described.

SECTION 4.2 There shall be and there are hereby created separate accounts in the Sewer Revenue Fund to be known as the "Operation and Maintenance Account," the "Bond and Interest Account," the "Depreciation, Improvement and Extension Account," the "Bond Reserve Account," and the "Contingencies and Construction Reserve Account," to which there shall be credited by the Comptroller, without any further official action or direction, in the order in which said Accounts are hereinafter mentioned, all moneys held in the Sewer Revenue Fund, in accordance with the following provisions:

(a) Operation and Maintenance Account:

On or before the first day of each month, there shall be credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish a balance equal to the amount budgeted to pay Operation and Maintenance Costs, when due, for the then current and next succeeding month.

Not later than thirty (30) days prior to the beginning of each Fiscal Year in which there are Outstanding Bonds, the Office of Budget and Management shall prepare a budget setting forth estimated Revenues and Operation and Maintenance Costs for the ensuing Fiscal Year. A copy of each such annual budget shall be filed with the Clerk.

(b) Bond and Interest Account:

Not later than ten (10) days prior to each succeeding interest payment date, there shall be credited to the Bond and Interest Account and held, in cash and investments, at least the amount of the interest becoming due on such succeeding interest payment date on all Outstanding Bonds; and not later than (10) days prior to each succeeding principal maturity date, there shall also be credited at least the amount of the principal becoming due, or subject to mandatory redemption, on such succeeding principal maturity date of all Outstanding Bonds until there shall have been accumulated and held, in cash and investments, in the Bond and Interest Account prior to such maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both.

Credits to the Bond and Interest Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements for the balance of such Fiscal Year, but such credits shall again be resumed in the next Fiscal Year.

All moneys credited to said Account shall be used only for the purpose of paying interest and principal, and applicable premium, on Outstanding Bonds.

(c) Depreciation, Improvement and Extension Account:

There shall next be credited in each Fiscal Year to the Depreciation, Improvement and Extension Account an amount not less than one-fifth of three per cent of the amount of Outstanding Bonds,

and held, in cash and investments, until the credit balance of said Account aggregates three per cent of the amount of Outstanding Bonds. Thereafter, no additional funds shall be credited to said Account, except that when any amount is paid out and charged to such Account, credits to said Account shall be resumed at the annual rate and continued until said Account has been restored to the aggregate amount so stated.

Amounts to the credit of said Depreciation, Improvement and Extension Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs or replacements, or equipment, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, and (ii) the payment of principal of or interest, and applicable premium, on any Outstanding Bonds at any time when there are no other funds available for that purpose in order to prevent a default, and shall be transferred to the Bond and Interest Account for such purpose.

Whenever an amount is withdrawn from such Account for the purpose stated in clause (ii) of the preceding paragraph, the amount so transferred shall be added to the amount to be next and thereafter credited to said Depreciation, Improvement and Extension Account until full reimbursement to said Account has been made.

(d) Bond Reserve Account:

At the time of the delivery of the Bonds, the sum of \$4,888,000 from the proceeds of sale of the Bonds shall be credited to the Bond Reserve Account and deposited in a separate account, in a bank or banks designated by the Treasurer, and held, in cash and investments. Thereafter, when any money is paid out and charged to said Account, there shall be credited to such Account in each Fiscal Year an amount not less than one-half of the amount so paid out or charged to said Account until such Account has been restored to the aggregate amount so stated.

Amounts to the credit of the Bond Reserve Account shall be used to pay principal of or interest, and applicable premium, on the Outstanding Bonds at any time when there are insufficient funds available in the Bond and Interest Account to pay the same.

(e) Contingencies and Construction Reserve Account:

All moneys remaining in the Sewer Revenue Fund, after crediting the required amounts to the respective Accounts hereinabove provided for, and after making up any deficiency in the Accounts described in subsections (a) to (d), inclusive, shall be credited to the Contingencies and Construction Reserve Account. Moneys in said Account shall first be used to make up any subsequent deficiencies in any of the Accounts hereinabove named and then, at the discretion of the City Council, shall be used for one or more of the following purposes without any priority among them:

- (1) For the purpose of calling and redeeming Outstanding Bonds which are callable at the time; or
- (2) For the purpose of purchasing Outstanding Bonds at the time at a price of not to exceed par and accrued interest, and applicable premium, to the date of purchase; or
- (3) For the purpose of paying principal and interest, and applicable premium, on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements or extensions to the System.

At the discretion of the Department of Sewers, moneys in said Account may also be used for the purpose of constructing or acquiring repairs, replacements, renewals, equipment, improvements or extensions to the System, or any other lawful purpose related to the System.

SECTION 4.3 Moneys to the credit of the Sewer Revenue Fund prior to the periodic accounting and to the credit of the Operations and Maintenance Account may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision.

Money to the credit of the Bond and Interest Account, Depreciation, Improvement and Extension Account, Bond Reserve Account, and Contingencies and Construction Reserve Account may be invested from time to time by the Treasurer of the City in (i) interest-bearing bonds, notes, or other direct full faith and credit obligations of the United States of America, (ii) obligations unconditionally guaranteed as to both principal and interest by the United States of America, or (iii) certificates of deposit or time deposits of any bank, as defined by the Illinois Banking Act, provided such bank is insured by the Federal Deposit Insurance Corporation or a successor corporation to the Federal Deposit Insurance Corporation, and provided further that the principal of such deposits are secured by a pledge of obligations as described in clauses (i) and (ii) above in the full principal amount of such deposits. Such investments may be sold from time to time by the Treasurer as funds may be needed for the purpose for which said respective Accounts have been created.

All interest on any moneys so invested shall be credited to the Sewer Revenue Fund and is hereby deemed and allocated as expended with the next expenditure of money from the Sewer Revenue Fund.

#### *Article V*

##### *General Covenants*

SECTION 5.1 The City covenants and agrees with the holders of the Outstanding Bonds, as follows:

- (a) The City will maintain the System in good repair and working order, will operate the same efficiently and faithfully, will promptly construct the Project, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.
- (b) The City will establish and maintain at all times fees, charges and rates for the use and service of the System sufficient in each Fiscal Year to produce Net Revenues at least equal to 115% of the principal and interest requirements coming due during such year on Outstanding Bonds.

Whenever the annual budget indicates that the projected Net Revenues will not be sufficient to comply with the rate covenant hereinabove set forth, the Office of Budget and Management shall have prepared a rate study for the System, and further, to send a copy of such study, when completed, to the Original Purchasers of the Bonds and Parity Bonds, along with a letter indicating what action the City proposes to take responsive to such study.

- (c) The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the System so that it may at all times be operated properly; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the System shall be at all times fully maintained.
- (d) The City will establish such rules and regulations for the control and operation of the System necessary for the safe, lawful, efficient and economical operation thereof.

- (e) The City will make and keep proper books and accounts (separate and apart from all other records and accounts of said City), in which complete entries shall be made of all transactions relating to the System, and hereby covenants that within one hundred eighty (180) days following the close of each Fiscal Year, it will cause the Financial Statements of the System to be audited by independent certified public accountants. Said audited Financial Statements will be available for inspection by the holders of any of the Bonds. The Financial Statements shall, without limiting the generality of the foregoing, include the following:
- (i) A statement of revenue and expenses of the System for such Fiscal Year.
  - (ii) A balance sheet as of the end of such Fiscal Year, including the amounts credited to each of the Accounts of the Sewer Revenue Fund.
  - (iii) A statement of changes in the financial position of the System for such Fiscal Year.
  - (iv) A list of all insurance policies, if any, in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.
  - (v) The amount, maturities, interest rate and redemption provisions of all Outstanding Bonds.

All expenses of the audit required by this section shall be regarded and paid as an Operation and Maintenance Cost.

The Accountants who audit such Financial Statements shall also prepare a separate compliance letter regarding the manner in which the City has carried out the accounting requirements of this Ordinance, which compliance letter may be prepared on a different basis than that of the Financial Statements.

It is further covenanted and agreed that a copy of such audited Financial Statements and compliance letter shall be furnished upon completion to the Original Purchasers of the Outstanding Bonds.

- (f) The City will keep accurate books and accounts for the System; provided, however, that the required credits to the Bond and Interest Account, the Depreciation, Improvement and Extension Account, and the Bond Reserve Account shall be in cash, and said moneys shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are credited to such Accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price on valuation date, whichever is lower. Such valuation shall be made on or about July 1 in each year.
- (g) The City will not sell, lease, loan, mortgage, or in any manner dispose of or encumber, the System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds subordinate to Outstanding Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the System), and the City will take no action in relation to the System which would unfavorably affect the security of the Outstanding Bonds or the prompt payment of the principal of and interest thereon.
- (h) Any holder of a Bond, or any of the coupons of any Bond, may proceed by civil action to compel performance of all duties required by law and this Ordinance, including the making and collecting of sufficient charges and rates for the service supplied by the System, and the application of the income and revenue therefrom.

- (i) The City will either self-insure or carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the City for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in the Depreciation Improvement and Extension Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss.

The payment of premiums for all insurance policies obtained under the provisions of this covenant shall be considered an Operation and Maintenance Cost.

The proceeds derived from policies, if any, for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received.

*Article VI*

*Issuance of Parity Bonds*

**SECTION 6.1** As long as there are any Outstanding Bonds, no obligations or bonds of any kind shall be issued which are payable from the Net Revenues of the System, except upon compliance with one of the options (a) through (d) set out below:

- (a) Parity Bonds may be issued for the purpose of paying the cost of repairs, replacement, renewals, improvements or extensions to the System, or for refunding Outstanding Bonds upon compliance with the following conditions:
- (i) The amounts required to be credited to the respective Accounts described in subsections (a) to (e), inclusive, of Section 4.2 of this Ordinance must have been credited in full up to the date of the delivery of such Parity Bonds.
  - (ii) The amounts required to be credited to the Account described in subsection (d) of Section 4.2 of this Ordinance must have been credited in full up to the date of delivery of such Parity Bonds and the ordinance authorizing the issuance of such Parity Bonds must require either (A) the credit of sufficient proceeds of such Parity Bonds to such Account so as to maintain such Account equal to Maximum Annual Debt Service, or (B) require equal monthly credits to such Account during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to restore such Account to an amount equal to Maximum Annual Debt Service.
  - (iii) The Net Revenues of the System for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or the adjusted Net Revenues of the System for such year (as defined herein), must equal at least 115% of Maximum Annual Debt Service computed on a pro-forma basis assuming the issuance of the proposed Parity Bonds, but only for those Fiscal Years in which the Outstanding Bonds immediately prior to such issuance will continue to be Outstanding Bonds as provided herein.

- (iv) Net Revenues of the System may be adjusted as follows:
- (A) In the event there shall have been an increase in the rates of the System from the rates in effect for the preceding Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, the Net Revenues as described hereinabove may be adjusted to reflect the Net Revenues of the System for the immediately preceding Fiscal Year as they would have been had said then existing rates been in effect during all of said Fiscal Year.
  - (B) Any such adjustment shall be evidenced by the certificate of an independent consulting engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.
- (b) Parity Bonds may be issued to refund Outstanding Bonds: (i) if the annual principal and interest requirements on the Parity Bonds do not exceed the annual principal and interest requirements on the Outstanding Bonds to be refunded, and (ii) if the Parity Bonds do not mature earlier than any Outstanding Bonds not to be refunded.
  - (c) Parity Bonds may be issued to refund Outstanding Bonds in order to avoid default in the payment of principal of or interest on Outstanding Bonds; provided, they are issued to avoid such default within one year of the date thereof; and, provided, further, that any Parity Bonds so issued shall not mature earlier than any then Outstanding Bonds the principal of which is not so refunded.
  - (d) Other obligations, including bonds, may be issued payable from the revenues of the System subordinate to the Outstanding Bonds. Such obligations shall be payable from the Contingencies and Construction Reserve Account created in Section 4.2 of this Ordinance.

All bonds issued under this Section shall mature as to principal on July 1 and as to interest on January 1 and July 1.

*Article VII*

*Sale of Bonds*

The City Comptroller is hereby authorized to sell all or any portion of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, pursuant to a negotiated sale at a price of not less than 97% of par, exclusive of original issue discount, if any, and on such terms as he may deem to be in the best interests of the City; provided that the interest rate for the Bonds of each maturity shall not exceed the rate specified therefor in Section 3.1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the names of the purchasers of the Bonds, the terms of the sale, and the interest rate or rates on the Bonds, and thereafter the Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchasers in accordance with the terms of sale.

*Article VIII*

*Use of Proceeds, Construction Fund*

SECTION 8.1 The proceeds derived from the sale of the Bonds shall be used as follows:

- (a) Accrued interest shall be credited to the Bond and Interest Account.
- (b) \$350,000 of the proceeds of the Bonds shall be credited to a separate fund, hereby created, designated the "Expense Fund" to be used to pay expenses of issuance. Disbursements from such fund shall be made from time to time upon the direction of the City Comptroller. Any remaining balance in said fund shall be paid into the Construction Fund hereinafter created in this Section after six months from the date of issuance of the Bonds.

- (c) \$4,888,000 of the proceeds of the Bonds shall be credited to the Bond Reserve Account and deposited in a separate account, in a bank or banks designated by the Treasurer.
- (d) The remaining proceeds shall be set aside in a separate fund hereby created and designated as the "Construction Fund (1982)," which shall be deposited in a bank or banks designated by the Treasurer pursuant to a depository agreement. Such agreement shall provide that money in said fund shall be withdrawn from time to time as needed for the construction of the Project and paying the fees and expenses incidental thereto not paid out of the Expense Fund, and that said money shall be withdrawn from the depository from time to time by the Treasurer of the City.

Disbursements shall be from the Construction Fund for the purpose of constructing the Project described in Section 2.1, including paying costs of issuance of the Bonds, or otherwise incidental to the Bonds or the Project, and for which the principal proceeds are hereby appropriated. It is anticipated that the money received from the sale of the Bonds shall be used to provide funds for all or part of the Project; provided, however, that the Department of Sewers of the City shall have the right, if it becomes necessary from time to time, and subject to the approval of the Comptroller and the Budget Director of the City, to revise the list of improvements, to change priorities, to revise cost allocations among improvements, and to make substitutions in order to meet current needs of the City and to provide for the efficient operation of the System.

SECTION 8.2 Within sixty (60) days after completion of the Project as herein referred to, and after all costs have been paid in connection with the construction thereof, and if at that time any funds remain in said Construction Fund, the same shall be transmitted by said depository to the Treasurer of the City, and said Treasurer shall credit said funds to the Bond Reserve Account, or, if such account is fully funded, to the Depreciation, Improvement and Extension Account.

Funds on deposit in the Construction Fund (1982) may be invested by the depository at the direction of the Treasurer in direct full faith and credit obligations of the United States of America, or time deposits, or certificates of deposit, of any bank secured by the pledge in the full principal amount thereof of direct full faith and credit obligations of the United States of America; provided, such investments shall be scheduled to come due before needed to pay costs of the Project.

#### *Article IX*

##### *Provisions a Contract*

The provisions of this Ordinance shall constitute a contract between the City and the holders of the Outstanding Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Bonds.

#### *Article X*

##### *Discharge*

The City may discharge its obligations under this Ordinance in any one or more of the following ways:

- (a) By paying or causing to be paid the principal of and interest on all of the Bonds outstanding as and when the same become due, either at maturity or by redemption prior to maturity; or
- (b) By delivering to a paying agent for cancellation all Bonds outstanding, together with all unpaid coupons thereto attached; or

- (c) By depositing with a paying agent cash or direct full faith and credit obligations of the United States of America in such amount as will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay and discharge the indebtedness on all Bonds at their respective maturity or redemption dates, as the case may be, including all interest thereon.

*Article XI*

*General Provisions*

SECTION 11.1 This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such action and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Bonds.

SECTION 11.2 The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 11.3 To the extent that any ordinance, resolution, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11.4 This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor, and publication as provided by law.

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**Authority Granted for Issuance of \$1,000,000 Industrial  
Revenue Bond for Maryland Cup Corp. Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the issuance of \$1,000,000 in Industrial Revenue Bonds for Maryland Cup Corp. Project.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*Nays*--None.

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

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and Maryland Cup Corporation (the "Borrower"), contracts have been or will be entered into by the Borrower or its wholly-owned subsidiary, Sweetheart Cup Corporation ("Sweetheart Cup") for the improvements of certain land and existing buildings, the further construction and renovation thereof and the installation of machinery and equipment therein, all to constitute an industrial facility (the "Project") to be used by Sweetheart Cup within the boundaries of the Issuer, and it is proposed that the Issuer shall enter into a Loan and Trust Agreement (the "Agreement") with the Borrower and Shawmut Bank of Boston, N.A. and John J. Flynn, as trustees (the "Trustees"), pursuant to which the Issuer shall lend the Borrower a sum sufficient to finance such construction, renovation and installation, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction, renovation and installation of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

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

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Industrial Facility Revenue Bonds (Maryland Cup Corporation - 1982 Chicago Series)" upon a negotiated basis to Lehman Brothers Kuhm Loeb Incorporated (the "Underwriter"); now, therefore,

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

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

"Agreement" means the Loan and Trust Agreement dated as of July 1, 1982 by and among the Issuer, the Borrower and the Trustees, as from time to time amended and supplemented.

"Bond Purchase Agreement" means the Bond Purchase Agreement among the Issuer, the Borrower and the Underwriter providing for the sale of the Bonds.

"Bonds" means Bonds authorized to be issued hereunder.

"Borrower" means Maryland Cup Corporation, a Maryland corporation, and its successors and assigns.

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

"Offering Statement" means the Offering Statement of the Issuer relating to the Bonds.

"Ordinance" means this Ordinance.

"Project" means the land, building, machinery and equipment, the construction, renovation and installation of which are to be financed by the Borrower in part with moneys received under the Agreement.

"Sweetheart Cup" means Sweetheart Cup Corporation, a Maryland corporation wholly owned by the Borrower, and its successors and assigns.

"Trustees" means Shawmut Bank of Boston, N.A. and John J. Flynn, and their respective successors in trust.

"Underwriter" means Lehman Brothers Kuhn Loeb Incorporated and its successors and assigns.

SECTION 2. Authorization of the Project. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction, renovation and installation of the Project is not less than \$1,000,000 which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Borrower. It is hereby found and declared that the financing of the Project and the use thereof by Sweetheart Cup as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto.

SECTION 3. Authorization and Payment of Bonds. For the purposes of financing the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Facility Revenue Bonds (Maryland Cup Corporation - 1982 Chicago Series) in the principal sum of \$1,000,000. The Bonds shall be sold pursuant to the Offering Statement and the Bond Purchase Agreement; shall be issued in the forms and denominations set forth in the Agreement; shall be dated, except as otherwise provided in the Agreement, as of the first day of the month of their issue; shall bear interest at a rate (not to exceed 12-1/2% per annum) semi-annually at six month intervals thereafter; shall be numbered as provided in the Agreement; shall become due and payable not later than 10 years after their issue; and may (but need not) be entitled to the benefit of a sinking fund designed to shorten the weighted average life of the Bonds to maturity to not less than 60% of their term. The Bonds shall be subject to

redemption prior to maturity upon the terms and conditions set forth in this Agreement.

Principal and interest shall be payable at the principal office of the Trustees in Boston, Massachusetts, except as otherwise provided in the Agreement.

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

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested to by the manual or facsimile signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon in manual or facsimile form. Interest coupons may be signed and sealed by facsimile signatures and seals.

SECTION 4. Bonds are Limited Obligations. The Bonds together with the interest thereon, shall be limited obligations of the Issuer secured by the Agreement and payable solely from the revenues and receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustees and the revenues and receipts derived from the Agreement, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance and the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof or a charge against their general taxing powers within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured as aforesaid, and (with like exceptions) are payable solely from the revenues and receipts from the Agreement.

SECTION 5. The Agreement. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, certain rights, title, interest and remedies of the Issuer under the Agreement will be assigned and pledged to the Trustees pursuant to its terms.

In conjunction with the above assignments and pledges to the Trustees and to provide the Trustees with the means to perform their respective obligations thereunder, the Issuer will assign and pledge to the Trustees all revenues and receipts derived by the Issuer pursuant to the Agreement (except any payments relating to indemnification of the Issuer by the Borrower or relating to the Borrower's obligation to pay any attorneys' fees and expenses incurred by the Issuer upon the Borrower's default) and all rights and remedies of the Issuer under the Agreement to enforce payment therefor.

SECTION 6. Sale of the Bonds; Execution of Documents. (a) The sale to the Underwriter pursuant to the Bond Purchase Agreement of the Bonds is hereby authorized at a price of not less than 96% of the principal amount thereof, plus any interest accrued from the date of the Bonds to the date of delivery thereof.

(b) The Agreement, the Bond Purchase Agreement and the Offering Statement in substantially the forms in which the same have been presented to the governing body of the Issuer and which are now on file in the official records of the Issuer are hereby authorized and improved. The Underwriter is authorized to distribute the Offering Statement in preliminary and final form.

The Mayor is hereby authorized and directed to execute the Agreement and the Bond Purchase Agreement for and on behalf of the Issuer, with such changes from the forms heretofore approved, including the final terms of the Bonds within the limits set forth herein, as the Mayor may approve, her approval to be evidenced conclusively by her execution thereof, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

SECTION 7. Appointment of Trustees. The appointment of Shawmut Bank of Boston, N.A. and John J. Flynn, as Trustees, is hereby authorized, approved and confirmed.

SECTION 8. Performance Provisions. The Mayor and City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer to execute all papers, documents, financing statements, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of any such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 10. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 11. Provisions in Conflict Not Controlling. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby deemed not controlling, and this Ordinance shall be made available to the public by the City Clerk in appropriate form upon request at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 12. Effectiveness. This ordinance shall be in full force and effect upon its passage.

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**Chapter 200.6 of the Municipal Code Amended Concerning  
the Chicago Sales Tax Ordinance.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending Chapter 200.6 of the Municipal Code making technical corrections to the Chicago Sales Tax Ordinance.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*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. Chapter 200.6 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *Italics*, as follows:

200.6-2. For the purposes of this Chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this Section:

\* \* \* \* \*

"Sale at retail" means any transfer of the ownership of or title to tangible personal property to a purchaser, for the purpose of use or consumption, and not for the purpose of resale in any form as tangible personal property to the extent not first subjected to a use for which it was purchased, for

valuable consideration; provided that the property purchased is deemed to be purchased for the purpose of resale despite first being used, to the extent to which it is resold as an ingredient of an intentionally produced product or byproduct of manufacturing. For this purpose, slag produced as an incident to manufacturing pig iron or steel and sold is considered to be an intentionally produced byproduct of manufacturing. Transactions whereby the possession of the property is transferred but the seller retains the title as security for payment of the selling price shall be deemed to be sales. "Sale at retail" shall be construed to include any transfer of the ownership of or title to tangible personal property to a purchaser, for use or consumption by any other person to whom such purchaser may transfer the tangible personal property without a valuable consideration, and to include any transfer, whether made for or without a valuable consideration, for resale in any form as tangible personal property unless made in compliance with Section 200.6-7 of this Chapter. Sales of tangible personal property which property, to the extent not first subjected to a use for which it was purchased, as an ingredient or constituent, goes into and forms a part of tangible personal property subsequently the subject of a "sale at retail", are not sales at retail as defined in this Chapter. "Sale at retail" includes any transfer of ownership of or title to tangible personal property for use or consumption incidental to a ["sale of service" which is subject to tax under the City of Chicago Municipal Service Occupation Tax.] *sale of a service*. "Sale at retail" shall also be construed to include any City florist's sales transaction in which a purchase order is received in the City by a florist and the sale is for use or consumption, but the City florist has a florist outside of the City deliver the property to the purchaser or the purchaser's donee outside the City.

\* \* \* \* \*

"Selling price" means the consideration for a sale at retail valued in money whether received in money or otherwise, including cash, credits, property, other than as hereinafter provided, and services, but not including the value of or credit given for traded-in tangible personal property where the item that is traded-in is of like kind and character as that which is being sold, and shall be determined without any deduction on account of the cost of the property sold, the cost of materials used, labor or service cost or any other expense whatsoever, but shall not include (a) the proceeds of any mandatory service charge which is separately stated on customers' bills for purchase and consumptions of food and beverages, if all the proceeds of the service charge are in fact turned over to the employees who would normally have received tips had the service charge policy not been introduced or (b) charges that are added to the price by the seller on account of the seller's duty to collect, from the purchaser, the tax imposed upon the purchaser under this Chapter or on account of a tax liability imposed upon the seller or the purchaser under any other ordinance of the City, or of any other unit of local government or under any law of the State of Illinois upon or in connection with such sale, purchase or use. "Selling price" shall include consideration for a sale at retail incidental to a sale of service to the extent such consideration constitutes cost price [taxable under the City of Chicago Municipal Service Occupation Tax.] *as defined in the State of Illinois Service Use Tax*. The phrase "like kind and character" shall be liberally construed (including but not limited to any form of motor vehicle for any form of motor vehicle, or any kind of farm or agricultural implement for any other kind of farm or agricultural implement), while not including a kind of item which, if sold at retail by that retailer, would be exempt from tax hereunder as an isolated or occasional sale.

\* \* \* \* \*

200.6-3. Except as provided in Section 200.6-4, every purchaser of tangible personal property through a sale at retail in the City after July 31, 1981, shall be liable for a tax on the purchase at the rate of 1% of the selling price of such property. Except as provided in Section 200.6-4, every owner or user of tangible personal property purchased through a sale at retail outside the City after July 31, 1981, shall be liable for a tax on the privilege of using such property in the City at the rate of 1% of the selling price of such property. Evidence that personal property was sold by any person for delivery to a person residing or engaged in business in the City shall be prima facie evidence that such tangible personal property was sold for use in the City.

*For a purchase or use of tangible personal property to be taxable under this Chapter, the tangible personal property must have been purchased from a retailer.*

\* \* \* \* \*

200.6-4 Purchases or uses of tangible personal property under the following circumstances shall not be subject to the tax imposed by this Chapter:

- (1) *the use, in this City, of tangible personal property which is acquired outside this City and caused to be brought into this City by a person who has already paid a tax in another city in respect to such sale, purchase or use of such property, to the extent the amount of such tax paid in such other city exceeds an amount allowed as a credit against the State of Illinois Use Tax or any local use tax in this State. This exemption is not applicable to the taxes paid under the Municipal Retailers' Occupation Tax, Municipal Use Tax, Municipal Service Occupation Tax, or any other retailers' occupation tax or use tax in this State, except for taxes paid under sales or use taxes imposed solely under the home rule powers of a taxing unit in this State.*

\* \* \* \* \*

200.6-6. Except as provided in this Section, every retailer required or authorized to collect the tax imposed by this Chapter shall, on or before the last day of each calendar month, file a return for the preceding calendar month with the Department, stating:

1. The name of the retailer;
2. His residence address and the address of his principal place of business and the address of the principal place of business (if that is a different address) from which he engages in the business of selling tangible personal property in the City;
3. Total amount of receipts received by him during the preceding calendar month from sales of tangible personal property in the City by him during such preceding calendar month;
4. Total amount received by him during the preceding calendar month on charge and time sales of tangible personal property in the City by him prior to the month for which the return is filed;
5. Deductions allowed by law;
6. Receipts which were received by him during the preceding calendar month and upon the basis of which the tax upon purchasers from him is imposed;
7. The amount of tax due;
8. The amount of penalty due, if any; and
9. Such other reasonable information as the Department may require.

\* \* \* \* \*

Except as provided in this Section, the retailer filing the return under this Section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this Chapter less a discount of 2% or \$5 per calendar year, whichever is greater, which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, remitting the tax and supplying data to the Department on request. *However, the discount of 2% or \$5 shall not be allowed for any taxes not paid when due.*

\* \* \* \* \*

SECTION 2. This ordinance shall take effect ten days after its due passage and publication.

**Execution of Amendment to Grant Agreement Authorized Between  
City and UMTA for O'Hare Rapid Transit Extension Project.**

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

WHEREAS, The U.S. Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, The Interstate Substitution Program was established on October 2, 1979, when the U.S. Secretary of Transportation approved a joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which require the concurrence of the Metropolitan Planning Organization; and

WHEREAS, The O'Hare Rapid Transit Extension Project is included in the Interstate Substitution FY'82 Transportation Improvement Program approved by the Metropolitan Planning Organization; and

WHEREAS, By ordinance passed April 12, 1978, (C.J. 7555) the City Council authorized the Commissioner of Public Works to execute and file amended applications and subsequent amended applications until the completion of the Project, on behalf of the City of Chicago, with the U.S. Department of Transportation and with the Illinois Department of Transportation for financial assistance in implementing the Project, consisting of a continuation of Equipment Purchase, and of Construction for the extension of the Kennedy Rapid Transit Line from Jefferson Park to O'Hare Airport; and

WHEREAS, By ordinance passed March 6, 1981, (C.J. 5526-7) the City Council authorized contracts between the U.S. Department of Transportation and the City (IL-23-9013) and between the Illinois Department of Transportation and the City (CAP-73-028-FED, Contract 488), for the amount of \$15,800,000 of which \$13,430,000 (85%) is the Federal share and \$2,370,000 (15%) is the State share for the continuation of the O'Hare Extension; and

WHEREAS, A technical amendment to this grant Agreement is now necessary in order to purchase and mount car cards and roll signs in CTA buses and rail cars that are affected by route changes made as a result of the expansion of the O'Hare Rapid Transit line and the altering of adjacent bus lines; and

WHEREAS, This technical amendment will not alter the total grant funding of \$15,800,000; and

WHEREAS, It is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964, and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; 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, and the Corporation Counsel to certify contracts pertaining to this Technical Amendment between the U.S. Department of Transportation and the City of Chicago.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 4. That the City Comptroller is directed to disburse the grant funds as required to carry out this Technical Amendment to the O'Hare Rapid Transit Extension Project.

SECTION 5. That the Commissioner of Public Works is authorized to furnish such additional information as the U.S. Department of Transportation or Illinois Department of Transportation may require in connection with the applications or agreements.

SECTION 6. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*Nays*--None.

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

**Execution of Agreement Authorized Between City and IDOT  
for Highway Planning Services for 1983.**

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

WHEREAS, Section 104(f) of Title 23 U.S.C. (i.e., Federal-Aid Highway Section of the U.S. Code) provides for highway planning funds; generally known as PL funds, to be apportioned to the State of Illinois for the purposes of carrying out Section 134 of Title 23 U.S.C.; and

WHEREAS, The Governor of the State of Illinois, pursuant to Title 23 CFR 450.106, has designated the Chicago Area Transportation Study (CATS) as the Metropolitan Planning Organization (MPO) for the six-county Northeastern Illinois region; and

WHEREAS, The State of Illinois has allocated PL funds to CATS as the MPO, and the MPO, in turn, has allocated \$140,800 in PL funds to cover 80% of the costs to the City of Chicago of planning and programming the City's highway needs; and

WHEREAS, The City of Chicago will provide the 20% local match in the amount of \$35,200, now, therefore,

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

SECTION 1. That the Agreement for Planning Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, acting by and through its Department of Public Works, incorporated herein by reference, which provides financial assistance to the City in the amount of \$176,000, of which \$140,800 (80%) is the State's share and \$35,200 (20%) is the City's share is hereby approved.

SECTION 2. That the Mayor is 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, the Agreement for Planning Services.

SECTION 3. That the Commissioner of Public Works is authorized and directed to carry out the provisions of said Agreement and to enter into a Memorandum of Agreement with the State of Illinois, Cook County and the Chicago Area Transportation Study which is appended to said Agreement for Planning Services.

SECTION 4. That the Commissioner of Public Works is authorized and directed to execute any supporting documentation required by State and Federal governments to implement the terms and provisions of said Agreement for Planning Services; and to amend said Agreement provided that there is no net change in the total dollar amount of the grant.

SECTION 5. That the City of Chicago is authorized to provide the matching share in the amount of \$35,200 in the form of staff services in the Department of Public Works.

SECTION 6. That the City Comptroller is authorized to disburse grant funds in accordance with the budget of the Agreement for Planning Services.

SECTION 7. That this ordinance shall be in full force and effect from the date of its passage.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

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**Execution of Amendments to Agreements Authorized Between City, Chicago  
Transit Authority and Chicago Area Transportation Study for  
Southwest Corridor Technical Study.**

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

WHEREAS, The U.S. Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 7, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization (MPO); and

WHEREAS, On February 21, 1980, the MPO concurred in the Mayor's program, rendering each project contained therein, eligible for Federal financial assistance; and

WHEREAS, The Southwest Corridor Technical Study is included in this program of substitute projects, to allow for the continuation of the technical analysis of alternatives for a mass transportation system to serve Southwest Chicago; and

WHEREAS, The Chicago Transit Authority (CTA) and the Chicago Area Transportation Study (CATS) are participants in the Southwest Corridor Technical Study; and

WHEREAS, The City of Chicago, as applicant and administrator of grant funds for the Southwest Corridor Technical Study, must, per UMTA regulations (External Operating Manual, 1000.2 Section 7) enter into reimbursement agreements with CATS and the CTA to pass funds through; and

WHEREAS, By ordinance passed September 14, 1981 (C.J. 6980), the City Council authorized the Mayor to execute reimbursement agreements with CTA and CATS; and

WHEREAS, By ordinance passed April 21, 1982 (C.J. 10255), the City Council authorized the Mayor to execute an amended grant contract with the Urban Mass Transportation Administration (UMTA) and the Illinois Department of Transportation for additional funding in the amount of \$100,000 in order to complete the technical analysis of alternatives for a mass transportation system to serve southwest Chicago; and

WHEREAS, This amended grant contract includes additional funding of \$30,000 for CATS and \$10,000 for CTA; and

WHEREAS, It is now necessary to amend the original reimbursement agreements to allow CATS and the CTA to receive this additional funding; and

WHEREAS, Because the State provides the local match, neither the City of Chicago nor the reimbursement agencies incur any financial obligation by entering into these reimbursement agreements; now, therefore,

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

SECTION 1. That amended reimbursement agreements and subsequent revisions thereto which do not result in any additional costs between the City of Chicago and both of the aforesaid agencies for transportation technical studies, are hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, the amended reimbursement agreements between the City of Chicago and both of the aforesaid agencies.

SECTION 3. That the Comptroller is directed to disburse the grant funds in accordance with the amended reimbursement agreements.

SECTION 4. That the Commissioner of Public Works, with the approval of the City Comptroller, is authorized to execute subsequent revisions to the amended reimbursement agreements relative to budgetary revisions.

SECTION 5. That this ordinance shall be in full force and effect from and after the day of its passage.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

**Execution of Amendment to Agreement Authorized Between City and State of Illinois for Removal of Abandoned Railway/Highway Grade Crossings.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the execution of an amendment to an agreement between the City of Chicago and the State of Illinois for the removal of abandoned railway/highway grade crossings.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to an agreement with the State of Illinois providing for the removal of certain abandoned railway/highway grade crossings described therein, said agreement to be substantially in the following form:

[Agreement and Exhibit A are printed on pages 11401 thru 11404 of this Journal]

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

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

**Execution of Agreement Authorized Between City and Chicago Transit Authority for Engineering, Etc., Concerning Construction of Elevators at Adams/Jackson Station on Dearborn Subway Line.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the execution of an agreement between the City of Chicago and the Chicago Transit Authority for engineering, design and construction in conjunction with the installation of elevators at the Adams/Jackson Station on the Dearborn Subway Line.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Purchasing Agent to approve, upon the approval of the Corporation Counsel as to form and legality, an Agreement between the Chicago Transit Authority and the City of Chicago wherein the Chicago Transit Authority will reimburse the City of Chicago a sum not to exceed Two Million Eight Hundred Eight Thousand Dollars (\$2,808,000) for design, engineering and construction for elevators at the Adams/Jackson Station on the Dearborn Subway Line to be rendered for them by the City of Chicago Department of Public Works, or their contractors, the said Agreement to be in the following form:

[Agreement printed on pages 11405 thru 11413 of this Journal.]

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

**Authority Granted for Filing and Execution of Grant  
Agreement Between City, UMTA, and IDOT  
for Commuter Railroad Viaduct  
Rehabilitation.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the filing and execution of a grant agreement between the City of Chicago, the United States Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation for commuter railroad viaduct rehabilitation.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The U.S. Secretary of Transportation is authorized under Section 3 of the Urban Mass Transportation Act of 1964, as amended, to award grants for mass transportation projects; and

WHEREAS, The Chicago Department of Public Works annually undertakes a structural inventory of the condition of commuter railroad bridges and viaducts within the City of Chicago; and

WHEREAS, From this inventory, up to sixty commuter railroad bridges and viaducts (see Exhibit A, attached) on the Burlington Northern, Milwaukee Road, Rock Island, and Chicago and North Western Railroads were selected for rehabilitation; and

WHEREAS, Funding for the design and engineering of these commuter railroad viaducts is being requested in the following amounts:

(Continued on page 11414).

AMENDMENT TO AN AGREEMENT

AN AMENDMENT TO AN AGREEMENT  
PROVIDING FOR A JOINT CITY-STATE PROJECT  
FOR THE REMOVAL OF ABANDONED  
RAILWAY/HIGHWAY GRADE CROSSINGS  
IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

WHEREAS, on May 5, 1982, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement for the removal of certain unused and abandoned railway/highway grade crossings, hereinafter referred to as the "Project"; and

WHEREAS, the City and the State are desirous of updating the cost estimates and of increasing the upper limit of City participation therein;

NOW, THEREFORE, BE IT AGREED that Numbered Paragraph 12 of the aforementioned Agreement be revised to read as follows:

12. That the estimated costs of the Project covered herein are:

Crossings On Federal System.....	\$ 187,000*
Crossings Off Federal System.....	<u>\$ 103,000*</u>
TOTAL:	\$ 290,000

\*Including construction engineering.

and that based upon the current ratio of Federal to Non-Federal (City) funds for Federal-Aid Section 203 projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (90% of \$290,000).....	\$ 261,000
Non-Federal Share (City) (10% of \$290,000).....	<u>\$ 29,000</u>
TOTAL:	\$ 290,000

BE IT FURTHER AGREED, that all items contained in the original City/State Agreement which are not in conflict with this Amendment shall remain in full force and effect.

BE IT FURTHER AGREED, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the City and State have caused this Amendment to an Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
- Transportation

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

"EXHIBIT A"

REMOVAL OF ABANDONED RAILWAY/HIGHWAY GRADE CROSSINGS  
IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

LOCATIONS OF CROSSINGS

CROSSINGS ON FEDERAL SYSTEM

<u>Route No.</u>	<u>Street Name</u>	<u>Location</u>	<u>Railroad</u>	<u>No. Tracks</u>
FAU 1548	79th Street	At Wentworth Avenue	CR*	2
FAU 1553	83rd Street	At Wentworth Avenue	CR*	2
FAU 2869	Racine Avenue	South of Roscoe St.	MILW**	2
FAU 2866	Clark Street	At 3637 North	MILW**	2
FAU 1567	99th Street	At Beverly Avenue	CONRAIL	2

Total Estimated Cost (On Federal System) . . . . . \$ 187,000

CROSSINGS OFF FEDERAL SYSTEM

<u>Route No.</u>	<u>Street Name</u>	<u>Location</u>	<u>Railroad</u>	<u>No. Tracks</u>
-----	80th Street	At Wentworth Avenue	CR*	2
-----	81st Street	At Wentworth Avenue	CR*	2
-----	Eddy Street	At 1131 West	MILW**	3
-----	Cornelia Ave.	At 1130 West	MILW**	3
-----	Newport St.	At 1141 West	MILW**	2
-----	Roscoe Street	At 1151 West	MILW**	2
-----	George Street	At 6600 West	MILW**	1

Total Estimated Cost (Off Federal System) . . . . . \$ 103,000

\* Chicago Railway Company

\*\* Chicago, Milwaukee, St. Paul & Pacific Railroad Company

For Professional and Consulting Services  
Government Participation

CHICAGO TRANSIT AUTHORITY  
Chicago, Illinois

CONTRACT NO. \_\_\_\_\_

REQ. NO. \_\_\_\_\_

Agreement made in the City of Chicago, State of Illinois this \_\_\_\_\_

by and between The City of Chicago, Acting through its DPW herein called "First Party" and Chicago Transit Authority, a municipal corporation, herein called "Second Party," WITNESSETH:

That for and in consideration of the promises and agreements hereinafter set forth to be kept and performed by the parties hereto respectively, (this agreement contract being subject to a financial assistance contract between Chicago Transit Authority, the U. S. Department of Transportation and the Illinois Department of Transportation), it is mutually agreed by and between the parties as follows:

Scope and Description of Services:

The "First Party" shall be responsible through its own forces or through third-party contractors for the Design, Engineering and Construction of an elevator from ground level to mezzanine fare control area and from the mezzanine level to the passenger platform at the Adams/Jackson Station on the Dearborn Subway line.

The "First Party" shall be responsible for Design and Engineering through its own forces or through third-party contractors.

The "First Party" shall be responsible for the preparation of bid documents, selection of a contractor for construction with the concurrence of the "Second Party", administration of the construction contract and construction site supervision.

The "Second Party" shall assist in developing a staging plan which shall be part of the bid documents. The "Second Party" shall provide flagging supervision during construction if necessary.

Terms of Payment for Services:

Net monthly invoices for services actually performed in accordance with "Attachment 1" Cost and Price Analysis and Documented Direct costs will be reimbursed by the "Second Party" within forty-five (45) days of submittal by the "First Party". The total payment is not to exceed \$ 2,808,000.

Time for Completion of Services:

"First Party" shall complete services within Three Years  
from Thirty (30) days after the execution of this contract or other date specified.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

Contract Documents:

Whereas it is understood and agreed that the following (document, documents), a copy of which is hereto attached and marked Attachment No. 1 Cost & Price Analysis  
 " " 2 "Assurances"

is hereby made a part of this agreement contract as fully as though it were herein set forth at length.

Contract Changes:

Any proposed change in this contract shall be submitted to the Chicago Transit Authority for its prior approval.

Audit and Inspection of Records:

The consultant shall permit the authorized representatives of the Chicago Transit Authority, the U. S. Department of Transportation and the Comptroller General of the United States, and authorized representatives of the State of Illinois, to inspect and audit all data and records of the consultant relating to his performance and his subconsultant agreement contracts under the contract from date of the agreement contract through and until the expiration of three years after completion of the contract with which Federal and State of Illinois funds are used.

Reports and Records:

"First Party" shall prepare and furnish periodic work progress reports as required by the "Second Party."

"First Party" shall maintain records of all services performed and payable under this contract to show actual time spent and costs incurred.

Nondiscrimination:

"In connection with the execution of this agreement contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The consultant shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship."

Illinois Human Rights Act:

"During the performance of this agreement contract, the consultant agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That it will submit reports as required by the Illinois Human Rights Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Commission's Rules and Regulations for Public Contracts.

(3) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Commission's Rules and Regulations for Public Contracts.

(4) That it will include verbatim or by reference the provisions of the Illinois Human Rights Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Human Rights Commission in the event any subconsultant fails or refuses to comply therewith. In addition, no consultant will utilize any subconsultant declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

Interest of Member of Congress:

"No Member of or delegate to the Illinois General Assembly or Congress of the United States shall be admitted to any share or part of this agreement contract or to any benefit arising therefrom."

Prohibited Interest:

"No member, or officer, or employee of Chicago Transit Authority or a local public body with financial interest or control in this agreement contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this agreement contract or the proceeds thereof."

Minority and Women's Business Enterprise Participation:

In connection with the performance of this agreement contract, the "First Party" will cooperate with the "Second Party" in meeting his commitments and goals with regard to the maximum utilization of minority and women's business enterprises and will insure that minority and women's business enterprises shall have the maximum practicable opportunity to compete for subconsultant work under this contract.

"First Party" assures that MBE goals shall be applicable to this project, all in accordance with the guidelines of 49 C.F.R., Part 23 and the MBE participation procedures and goals as set forth in the "First Party's" Minority Business Enterprise Program approved by the U.S. Department of Transportation.

Plate 160.

Patents:

"First Party" hereby binds itself, its successors or assigns to indemnify and save harmless "Second Party" from all loss, damage or expense on account of any suit or suits brought against it for alleged infringement of United States Letters Patent, covering any material and/or design specified in this agreement.

Insurance and Bonds:

"First Party" shall purchase and maintain at all times during performance of Services hereunder, insurance and/or bond coverage which will satisfactorily insure it against claims and liabilities which could arise because of the execution of this agreement, and in case of Professional Liability coverage required hereunder, said Professional Liability insurance coverage shall also be maintained for a minimum of N/A consecutive years following the completion of all services hereunder. The insurance and/or bond required shall be in the amount(s) set forth in the requirements of the insurance provisions of Specification No. Self-insured made a part of this agreement contract.

Subconsultants:

"First Party" shall submit for "Second Party's" approval all proposed subconsultants intended to furnish services under this contract.

Termination for Convenience:

"Second Party" reserves the right to terminate this agreement contract at any time after date of contract, with or without cause, by giving the "First Party" in writing, a notice of termination. The notice shall be mailed certified to the "First Party" at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The "Second Party" shall pay the "First Party" for the sums then due for acceptable services performed in accordance with this agreement contract and costs incurred in connection therewith up to the termination date.

Termination for Default:

"Second Party" shall terminate the agreement contract for default if the "First Party" fails to perform or comply with the terms of the contract. Notice of such termination will be mailed registered to "First Party" at his business address. Upon receipt of a termination notice, "First Party" has ten days in which all deliverables, prepared to date, shall be turned over to "Second Party". The "Second Party" shall pay "First Party" for the sums then due for acceptable services performed and documented termination cost incurred.

Contract Document Ownership:

All documents, including, but not limited to, specifications, tracings and drawings prepared by "First Party" in connection with the services called for under this agreement, at the termination or completion of said services, shall and do become the property of "Second Party." In the event the documents are used in conjunction with any other project than called for under this contract the "Second Party" will indemnify, keep and save harmless the "First Party", its agents, officials and employees against all suits or claims, rising out of the utilization of the documents in such other project.

Upon completion of any construction work related to the task specified in the Scope and Description of Services, the "First Party" shall turn over to the "Second Party" a copy of the original drawings with a record of all alterations made in the completed project as a final record of work "As-Built."

Assignments:

All of the provisions and conditions herein contained shall run to, bind, and inure to the benefits of, the heirs, executors, administrators and successors. No assignment of this agreement contract is permitted without the written consent of the Party of the Second Part.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate on the date and year first above written.

CITY OF CHICAGO

(First Party)

CHICAGO TRANSIT AUTHORITY

(Second Party)

By \_\_\_\_\_

By \_\_\_\_\_

Chairman  
Chicago Transit Board

Title Mayor

(if a corporation and signed by any person other than the President or Vice-President, a certified copy of resolution or by-law authorizing such person to sign, must accompany this agreement contract.)

BY \_\_\_\_\_

By \_\_\_\_\_

Title Corporation Counsel

Title Commissioner of Public Works

By \_\_\_\_\_

By \_\_\_\_\_

Title Purchasing Agent

Title City Clerk

CTA 9819

CHICAGO TRANSIT AUTHORITY

Attachment # 1

CONSULTANT  
 COST AND PRICE ANALYSIS  
 FOR PROFESSIONAL SERVICES  
 CAPITAL IMPROVEMENT PROGRAM CONTRACTS  
 COST-PLUS-FIXED-FEE

P. 1 of 3

Name and Address of Firm  
 Bureau of Architecture  
 Department of Public Works  
 City of Chicago  
 Construction Budget \$2,608,000.

Title of Project  
 Adams-Jackson @ Dearborn  
 Elderly & Handicapped  
 Accessibility  
 CTA Job Order No.

DETAIL DESCRIPTION	ESTIMATED HOURS	RATE PER/HOUR	ESTIMATED COST
<b>1. Direct Labor (technical)</b>			
Proj. Mgr. (Coord. Arch. I)	500	22.30	11,150.
Proj. Designer (Coord. Arch. I)	400	22.30	8,920.
Spec. Writer (Coord. Arch. I)	75	22.30	1,673.
Spec. Writer (Arch. V)	200	18.00	3,600.
Estimate Eng. (Arch. V)	200	19.50	3,900.
Total Line 1			29,243.
<b>2. Direct Labor (non-technical)</b>			
Typist	300	8.30	2,490.
Administrative Asst.	400	9.00	3,600.
Total Line 2			6,090.
<b>3. Burden (overhead)</b>			
	BURDEN RATE	X BASE =	BURDEN (\$)
	.685	35,333.	24,203.
Total Line 3			24,203.
4. "In-House" Cost Add Lines 1, 2 and 3			59,536.
5. Profit ( % ) of Line 4			- 0 -
6. Other Direct Costs			ESTIMATED COST
Printing (Dwgs. & Specs.)			6,000.
Total Line 6			6,000.
7. Direct Cost Expense ( 5% ) of Total Line 6			300.
8. Subconsultant Estimated Cost (from his line 8)			111,750.
9. Subconsultant Profit (from his line 9)			11,175.
10. General Administrative Expense ( 2 % ) of Subconsultant line 10			2,459.
11. Total Project Estimated Cost (add your lines 4, 6 and 8)			177,286.
12. Total Project Profit (add your lines 5, 7, 9 and 10)			13,934.
13. Total "Not-to-Exceed" Contract (add your lines 11 and 12)			191,220

COMPLETION SCHEDULE

Phase	Weeks
Schematic Design	4
CTA Review	2
Design Development	4
CTA Review	2
Construction Documents	8
UMTA, DPT, and CTA Review and Approval	4
<b>Total</b>	<b>24</b>

6/11/82

*Joseph W. [Signature]*

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

CTA 9308

CHICAGO TRANSIT AUTHORITY

SUB-CONSULTANT  
 COST AND PRICE ANALYSIS  
 FOR PROFESSIONAL SERVICES  
 CAPITAL IMPROVEMENT PROGRAM CONTRACTS  
 COST-PLUS-FIXED-FEE

Name and Address of Firm: The Loewenberg/Fitch Partnership  
 55 West Monroe Street  
 Chicago, Illinois

Title of Project: Adams-Jackson at Dearborn  
 Elderly & Handicapped  
 Accessibility  
 CTA Job Order No.

Services For: Architectural & Engineering Services

DETAIL DESCRIPTION	ESTIMATED HOURS	RATE PER HOUR	ESTIMATED COST
<b>1. Direct Labor (technical)</b>			
Principal	20	75.00	1,500.00
Project Manager	200	28.72	5,744.00
Project Civil Engineer	180	18.00	3,240.00
Project Structural Engineer	250	18.00	4,500.00
Project Mechanical Engineer	146	18.00	2,628.00
Project Electrical Engineer	130	18.00	2,340.00
Architect	200	14.97	2,994.00
Draftsman	1,835.3	12.77	23,437.00
<b>Total Line 1</b>			<b>46,383.00</b>
<b>2. Direct Labor (non-technical)</b>			
Secretary	105	9.50	998.00
<b>Total Line 2</b>			<b>998.00</b>
<b>3. Burden (overhead)</b>			
	<b>BURDEN RATE</b>	<b>X BASE =</b>	<b>BURDEN (\$)</b>
	130.1%	47,381.00	61,642.00
<b>Total Line 3</b>			<b>61,642.00</b>
<b>4. "In-House" Cost Add Lines 1, 2 and 3</b>			<b>109,023.00</b>
<b>5. Profit: (10 %) of Line 4</b>			<b>10,902.00</b>
<b>6. Other Direct Costs</b>			
Printing			3,000.00
<b>Total Line 6</b>			<b>3,000.00</b>
<b>7. Direct Cost Expense ( %) of Total Line 6</b>			<b>-0-</b>
<b>8. Project Cost Add Totals Lines 4 and 6</b>			<b>112,023.00</b>
<b>9. Consultant Profit Add Totals Lines 5 and 7</b>			<b>10,902.00</b>
<b>10. Total "Not-To-Exceed" Contract Add Lines 8 and 9</b>			<b>122,925.00</b>

*Handwritten initials and signature*

Attachment # 1  
P. 3 of 3

Cost and Price Analysis

1. Construction		\$ 2,500,000
2. Construction Supervision		116,780
	TOTAL:	<u>\$ 2,616,780</u>

"Attachment 2"  
Assurances

The "First Party" assures that it will comply with all Federal requirements pertaining to standard contract clauses as set forth in UMTA Circular 4220.1, Appendix I and State of Illinois requirements as set forth in the IDOT Public Transportation Capital Improvement Grants Manual, "Standard Clauses and Provisions" (PP 32-38) as applicable.

(Continued from page 11400)

Federal Share (80%)	\$	800,000
State Share (20%)		<u>200,000</u>
Total Grant Funds:	\$	1,000,000

and

WHEREAS, It is required by the U. S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services, now therefore,

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

SECTION 1. That the Mayor is authorized to execute and file a grant application with the Urban Mass Transportation Administration and the Illinois Department of Transportation for funds in the amounts of \$1,000,000, of which \$800,000 (80%) will be provided by the Federal government and \$200,000 (20%) will be provided by the State of Illinois, with no local match required by the City of Chicago for design and engineering of various bridges and viaducts in the City of Chicago (see Exhibit A, attached).

SECTION 2. That the Mayor is authorized to execute and file an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify contracts pertaining to the grant application in the amount of \$800,000 between the Urban Mass Transportation Administration and the City of Chicago, and in the amount of \$200,000 between the Illinois Department of Transportation and the City of Chicago.

SECTION 4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 5. That the City Comptroller is directed to disburse the grant funds as required to carry out Commuter Railroad Viaduct Rehabilitation.

SECTION 6. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents as the U. S. Department of Transportation or the Illinois Department of Transportation may require in connection with the applications or agreements.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

[Exhibit A printed on pages 11415 thru 11418 of the Journal.]

(Continued on page 11419)

LIST OF PROPOSED COMMUTER RAILROAD  
VIADUCT REHABILITATIONS

Burlington Northern Railroad (15 Structures)

<u>Location</u>		<u>Structure No.</u>
Washtenaw Ave.	(1900 S.)	4.22
Marshall Blvd.	(1900 S.)	4.54
Albany Ave.	(2000 S.)	4.74
Kedzie Ave.	(2100 S.)	4.87
Spaulding Ave.	(2100 S.)	5.00
Trumbull Ave.	(2200 S.)	5.18
Drake Ave.	(2200 S.)	5.35
Central Park Ave.	(2200 S.)	5.39
Millard Ave.	(2300 S.)	5.46
Lawndale Ave.	(2300 S.)	5.52
Ridgeway Ave.	(2350 S.)	5.59
Hamlin Ave.	(2350 S.)	5.65
Pulaski Road	(2350 S.)	5.92
Kedvale Ave.	(2400 S.)	6.09
Keeler Ave.	(2400 S.)	6.18

MILWAUKEE ROAD RAILROAD ( 9 STRUCTURES )

<u>LOCATION</u>	<u>STRUCTURES NO.</u>
Sacramento Blvd. (745 N.)	A-2
Kedzie Ave. (830 N.)	A-4
Homan Ave. (1050 N.)	A-6
Division St. (3515 W.)	A-8
Potomac Ave. (3600 W.)	A-8.25
Hirsch Ave. (3650 W.)	A-8.50
Lemoyne St. (3700 W.)	A-8.75
North Ave. (3740 W.)	A-10
Wabansia Ave. (3800 W.)	A-10.50

ROCK ISLAND RAILROAD ( 14 Structures)

<u>Location</u>	<u>Structure No.</u>
Polk St. (150 W.)	3
18th St. (150 W.)	13
Archer Ave. (150 W.)	15
26th St. (100 W.)	21
27th St. (100 W.)	22
29th St. (100 W.)	24
30th St. (100 W.)	25
31st St. (100 W.)	26
32nd St. (100 W.)	28
33rd St. (100 W.)	29
35th St. (100 W.)	31
37th St. (100 W.)	34
75th St. (100 W.)	83
76th St. (500 W.)	84

CHICAGO & NORTH WESTERN ( 22 STRUCTURES)

<u>LOCATION</u>	<u>MAIN LINE</u>	<u>STRUCTURE NO.</u>
Washington St. (500 W.)		1.0
Randolph St. (500 W.)		1.2
Green St. (700 N.)		1273
Huron St. (850 W.)		1274
Division St. (1300 W.)		1286
Cortland St. (1600 W.)		1294
	<u>NORTH LINE</u>	
Elston Ave. (1650 W.)		1298
Fullerton Ave. (1750 W.)		1300-1/2
	<u>WEST LINE</u>	
Hamlin Ave. (400 N.)		8.6
Pulaski Rd. (400 N.)		8.8
Lavergne Ave. (400 N.)		9.4
Laramie Ave. (400 N.)		9.6
Austin Ave. (400 N.)		11.4
	<u>NORTHWEST LINE</u>	
Webster Ave. (1900 W.)		W-1-1/2
Damen Ave. (2300 N.)		W-1-3/4
Fullerton Ave. (2100 W.)		W-2
Diversey Ave. (2650 W.)		W-3-1/2
California Ave. (2900 N.)		W-4
Sacramento Blvd. (3025 N.)		W-4-1/2
Belmont Ave. (3200 W.)		W-5
Kedzie Ave. (3200 N.)		W-5-1/4
Addison St. (3650 W.)		W-5-3/4

**Authority Granted for Execution of Reimbursement Agreements  
for UMTA Planning Agreements Between City, Chicago  
Transit Authority, the Regional Transportation  
Authority, the Chicago Area Transportation  
Study and the Northeastern Illinois  
Planning Commission for 1983.**

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

WHEREAS, The Policy Committee of the Chicago Area Transportation Study, the Metropolitan Planning Organization for Northeastern Illinois, has by resolution dated March 11, 1982, authorized the City of Chicago to act as Fiscal agent for UMTA Section 8 transit planning funds for Fiscal Year 1983; and

WHEREAS, By ordinance passed June 9, 1982 (C.J. 10938), the City Council authorized the Mayor to execute a grant contract with the Urban Mass Transportation Administration for Section 8 Transit planning funds for the Northeastern Illinois Region in an amount not to exceed \$2,687,500; and

WHEREAS, The City of Chicago will act as applicant for and administrator of these funds for the following agencies in the Northeastern Illinois region: the Chicago Area Transportation Study, the Northeastern Illinois Planning Commission, the Regional Transportation Authority, and the Chicago Transit Authority; and

WHEREAS, The City of Chicago as applicant for and administrator of these grant funds, must, per UMTA Regulations, External Operating Manual 1000.2, Chapter 2, Section E, enter into agreements with each of the aforesaid agencies to reimburse each agency in accordance with the FY'83 Unified Work Program; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1983 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the Metropolitan Planning Organization; and

WHEREAS, Grant funds from the Federal government reimbursed to the aforesaid agencies will require no contribution from the City of Chicago; now, therefore,

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

SECTION 1. That these reimbursement agreements between the City of Chicago and each of the four aforesaid agencies, and any subsequent revisions thereto which do not result in an increase in the agency's budget allocation are hereby approved.

SECTION 2. That the Mayor is 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, reimbursement agreements between the City of Chicago and each of the four aforesaid agencies.

SECTION 3. That the City Comptroller is directed to disburse the grant funds in accordance with the reimbursement agreements.

SECTION 4. That the Commissioner of Public Works is authorized to execute subsequent revisions to the reimbursement agreements which do not result in any increase in the total grant amount.

SECTION 5. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

---

**Amendatory Ordinance to Increase MFT Funds for Repair  
of Canal Street Viaduct.**

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 of May 18, 1982, page 10689 of the Council Journal be amended by deleting therefrom Section 1 and inserting in lieu thereof the following:

"SECTION 1. That Section 1 of the ordinance of Nov. 14, 1980, page 4313 of the Council Journal be amended by deleting therefrom the amount \$530,000 in line eight and inserting in lieu thereof the amount \$630,000."

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Division of Highways.

SECTION 4. This ordinance shall 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

---

**Execution of Agreement Authorized Between City and State of  
Illinois for Project "Street Resurfacing-1983".**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing execution of an agreement between the City of Chicago and the State of Illinois necessary for a project entitled Street Resurfacing - 1983.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioners of Public Works and Streets and Sanitation, and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, and agreement with the State of Illinois providing for the project described therein, said Agreement to be substantially in the following form:

[Agreement and Exhibit A printed on pages 11423 thru 11428  
of this Journal.]

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

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

**Execution of Agreement Authorized Between City and State of  
Illinois for Resurfacing of E. 122nd St. Between  
S. Stony Island and S. Torrence Aves.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois necessary for the resurfacing of E. 122nd Street between S. Stony Island Avenue and S. Torrence Avenue.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the 122nd Street Improvement described therein, said agreement to be substantially in the following form:

[Agreement printed on pages 11429 thru 11433  
of this Journal.]

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

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

**Execution of Agreement Authorized Between City and State of  
Illinois for Dearborn Park II Street  
Improvement Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois necessary for the Dearborn Park II Street Improvement Program.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the Dearborn Park II Street Improvements described therein, said agreement to be substantially in the following form:

[Agreement printed on pages 11434 thru 11438 of this Journal].

(Continued on page 11439)

CITY-STATE PROJECT AGREEMENTSTREET RESURFACING - 1983

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State" and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

## WITNESSETH:

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

WHEREAS, the State and the City, in the interest of safe and efficient movement of vehicular traffic, find it necessary to proceed with the street resurfacing projects identified in Exhibit A.

## NOW BE IT THEREFORE RESOLVED, THE CITY AGREES:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the resurfacing improvements identified in Exhibit A and to submit same for approval by the State.

Said resurfacing improvements identified in Exhibit A herein include the following work:

- (a) Using a Heater Planer Machine and/or a Milling Machine, remove the existing asphalt to a depth not to exceed 4".

- (b) Resurface the planed or milled area using bituminous concrete surface course material.
  - (c) Repair concrete curb, concrete gutter or combination concrete curb and gutter, along with concrete sidewalk.
  - (d) Adjust drainage structures where designated by the Engineer.
  - (e) Remove and replace deteriorated base where designated by the Engineer, using Portland Cement Concrete as replacement material.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, street lighting work, traffic signals and publicly owned communication systems which are necessary as a part of the resurfacing improvements. City shall perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
  3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary construction engineering/supervision all in accordance with established procedures of the City and the State.
  4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of said resurfacing improvements identified in Exhibit A.
  5. To pay any costs in excess of the State's limiting amount, established in Paragraph 8 of this Agreement.

- 6. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
- 7. To retain all project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three years after final acceptance.

NOW BE IT THEREFORE RESOLVED, THE STATE AGREES:

- 8. To reimburse the City for one hundred percent (100%) of the City's costs, not to exceed a maximum of \$2,035,000, described in Paragraph 10, for the resurfacing improvements upon receipt of billing supported by documentation as required by the State.
- 9. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

NOW BE IT THEREFORE RESOLVED, THE PARTIES HERETO MUTUALLY AGREE:

- 10. That the estimated cost of the resurfacing improvements covered under this Agreement are:

Preliminary Engineering -----	\$ 75,000
Construction Engineering/Supervision-----	\$ 177,727
Contract Construction-----	\$1,777,273
Force Account Construction-----	<u>\$ 5,000</u>
TOTAL-----	\$2,035,000

11. This Agreement and the covenants contained herein shall be null and void in the event the contracts covering the construction work contemplated herein are not awarded by December 31, 1984.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 10.
13. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

Executed by the STATE OF ILLINOIS

This \_\_\_ day of \_\_\_\_\_, 198\_\_

By: \_\_\_\_\_  
Commissioner  
Department of Streets and Sanitation

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

## EXHIBIT A

## 1983 STREET RESURFACING PROGRAM

STREET	LIMITS	LENGTH
Augusta	Austin to Kilbourn	2.0 Miles
Hubbard	DesPlaines to Western	2.25 Miles
Indiana	18th to Roosevelt	.75 Miles
Kingsbury	Erie to Chicago	.20 Miles
Lumber	18th to Cermak	.40 Miles
Maypole	Kedzie to Homan	.25 Miles
Noble	Milwaukee to Hubbard	.80 Miles
Orchard	Webster to Diversey	.75 Miles
Paulina	North to Milwaukee	.30 Miles
Pershing	State - Langley	.90 Miles
Potomac	Noble to Cleaver	.10 Miles
Rockwell	Lawrence to Montrose	.50 Miles
Wentworth	119th to 127th	1.0 Miles
Wood	North to Milwaukee	.30 Miles
Wrightwood	Lakeview to Sheffield	.80 Miles
53rd	Lake Shore Dr. to S. Hyde Pk. Bl.	.01 Miles
91st	State to Indiana	<u>.25 Miles</u>
		11.65 Miles

CITY-STATE PROJECT AGREEMENT

122nd STREET (FAU 1586)  
BETWEEN STONY ISLAND AVENUE AND TORRENCE AVENUE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

## WITNESSETH:

WHEREAS, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the roadway, hereinafter referred to as the "Project", and identified in Paragraph 9 of this Agreement; and

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

WHEREAS, the City will proceed with studies and engineering required for the Project.

NOW BE IT THEREFORE RESOLVED, THE STATE AGREES:

1. To reimburse the City for one hundred percent (100%) of costs incurred in connection with the preliminary design and engineering, construction engineering/supervision, force account, and contract construction of the Project not to exceed \$600,000 as described in Paragraph 11, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State .
2. To review without delay all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the Project.

NOW BE IT THEREFORE RESOLVED, THE CITY AGREES:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all construction engineering/supervision and force account work, all in accordance with established procedures of the City and the State.
5. To finance the work pending progressive reimbursement by the State.
6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

- 7. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

NOW BE IT THEREFORE RESOLVED, THE PARTIES HERETO MUTUALLY AGREE:

- 8. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State.
- 9. That said Project generally consists of a roadway to be constructed over the existing substandard roadway and fill. The improvement consists of subgrade preparation, the addition of a crushed stone subbase; P.C.C. cement base course and bituminous surface course. The improvement will provide two 12 foot traffic lanes with 5-foot paved shoulders.
- 10. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
- 11. That the estimated costs of the Project covered and described by this Agreement is:

Preliminary Engineering.....	\$ 40,000
Construction Engineering/Supervision.....	\$ 50,000.
Contract Construction.....	\$ 500,000
Force Account Construction.....	\$ <u>10,000</u>
TOTAL.....	\$ 600,000

12. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and the force account construction work is not authorized by June 30, 1985.
13. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 11.

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

IN WITNESS WHEREOF, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

CITY-STATE PROJECT AGREEMENT  
DEARBORN PARK II STREET IMPROVEMENT PROGRAM

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

WHEREAS, the State and the City in the interest of the safe and efficient movement of vehicular and pedestrian traffic within a planned development area find it necessary to design and construct a system of streets, parkways, lighting and signalization all within existing right-of-way, and identified as the Dearborn Park II Street Improvement Project, included in Paragraph 9 of this Agreement; and

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

WHEREAS, the City will proceed with studies and engineering required for the Project.

NOW BE IT THEREFORE RESOLVED, THE STATE AGREES:

1. To reimburse the City for one hundred percent (100%) of costs incurred in connection with the preliminary design and engineering, construction engineering/supervision, force account, and contract construction of the Project not to exceed \$1,400,000 as described in Paragraph 11, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.
2. To review without delay all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids and requests for concurrence in the award, and approval of contracts for the Project.

NOW BE IT THEREFORE RESOLVED, THE CITY AGREES:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State to let and award the contract for the Project, and to provide all construction engineering/supervision and force account work, all in accordance with established procedures of the City and the State.
5. To finance the work pending progressive reimbursement by the State.
6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

- 7. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

NOW BE IT THEREFORE RESOLVED, THE PARTIES HERETO MUTUALLY AGREE:

- 8. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
- 9. That said Project generally consists of the planning, design and complete construction of streets, parkways, lighting and signalization in the areas detailed hereinafter:

DEARBORN PARK II

- Plymouth Court - Roosevelt Road to 14th Place
- Park Terrace - 13th Street to 14th Place
- 14th Street - Park Terrace to State Street

- 10. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
- 11. That the estimated costs of the Project covered and described by this Agreement is:

Preliminary Engineering.....	\$ 90,000
Construction Engineering/Supervision.....	\$ 100,000
Force Account Construction.....	\$ 210,000
Contract Construction.....	\$1,000,000

TOTAL.....\$1,400,000

12. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and the force account construction work is not authorized by June 30, 1985.
13. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 11.

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

IN WITNESS WHEREOF, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

(Continued from page 11422)

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

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

**Authorization for Execution of Amendment to Agreement Between City and  
State of Illinois for Improvement of Randolph St. Between  
Michigan Av. and Lake Shore Dr.**

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

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to an agreement with the State of Illinois providing for the improvement of Randolph Street from Michigan Avenue to Lake Shore Drive described therein, said agreement to be substantially in the following form:

[Agreement printed on pages 11440 thru 11443 of this Journal]

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

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

**Execution of Agreement Authorized Between City and State of Illinois  
for Resurfacing of Adams St. Between  
Wacker Dr. and Michigan Av.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of an amendment to an agreement between the City and State of Illinois necessary for the resurfacing of Adams Street between Wacker Drive and Michigan Avenue

(Continued on page 11444)

AMENDMENT TO AN AGREEMENT

AN AMENDMENT TO AN AGREEMENT  
PROVIDING FOR A JOINT CITY-STATE PROJECT  
FOR THE RANDOLPH STREET IMPROVEMENT  
FROM MICHIGAN AVENUE TO LAKE SHORE DRIVE  
IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

WHEREAS, on August 31, 1979, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to improve Randolph Street, hereinafter referred to as the "Project"; and

WHEREAS, Numbered Paragraph 17 of the aforementioned Agreement contains the estimate of cost and the division of financial responsibilities for the Project; and

WHEREAS, the City and the State are desirous of updating and revising the estimate of cost,

NOW, THEREFORE, BE IT AGREED that Numbered Paragraph 17 of the aforementioned Agreement be revised to read as follows:

- 17. That the estimated costs of the Project as covered under this Agreement are:

PHASE I ( That portion of the Project from Michigan Avenue to Field Blvd.)

Force Account Construction.....	\$ 151,000
Contract Construction.....	\$15,920,000
Construction Supervision.....	<u>\$ 1,592,000</u>
TOTAL:	\$17,663,000

PHASE II (That portion of the Project from Field Blvd. to the interchange with relocated Lake Shore Drive)

Force Account Construction.....	\$ 250,000
Contract Construction.....	\$ 9,415,000
Construction Supervision.....	\$ <u>941,500</u>
TOTAL:	\$10,606,500
GRAND TOTAL PHASE I AND PHASE II.....	\$28,269,500

and that based upon current ratio of Federal-Aid to Non-Federal(State) funds for Federal-Aid Urban System projects and pursuant to other agreements between the City and the Illinois Center Corporation, the estimated proportional participation for the Project will be:

PHASE I

Federal-Aid: (75.18% of \$9,050,000).....	\$ 6,803,790
Local Matching Funds --State (24.82% of \$9,050,000).....	\$ 2,246,210
Illinois Center Corporation.....	\$ <u>8,613,000</u>
TOTAL:	\$17,663,000

PHASE II

Federal-Aid: (75.18% of \$7,610,500).....	\$ 5,721,574
Local Matching Funds --State (24.82% of \$7,610,500).....	\$ 1,888,926
Illinois Center Corporation.....	\$ <u>2,996,000</u>
TOTAL:	\$10,606,500
GRAND TOTAL PHASE I AND PHASE II.....	\$28,269,500

BE IT FURTHER AGREED that Numbered Paragraph 20 be added to the Agreement as follows:

20. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 17.

BE IT FURTHER AGREED, that all items contained in the original City/State Agreement which are not in conflict with this Amendment shall remain in full force and effect.

BE IT FURTHER AGREED, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the City and State have caused this Amendment to an Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

By: \_\_\_\_\_  
City Comptroller

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

(Continued from page 11439)

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the resurfacing of Adams Street described therein, said agreement to be substantially in the following form:

[Agreement printed on pages 11445 thru 11449 of this Journal]

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

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

**Execution of Agreement Authorized Between City and State  
of Illinois for Preliminary Engineering for Various  
Projects in Interstate Substitution Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois necessary for the Preliminary Engineering (III) for various projects in Chicago's Interstate Substitution Program.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form

(Continued on page 11450)

CITY-STATE PROJECT AGREEMENTADAMS STREET RESURFACING (FAU 1421)  
BETWEEN WACKER DRIVE AND MICHIGAN AVENUE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

## WITNESSETH:

WHEREAS, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to design and resurface the roadway, hereinafter referred to as the "Project", and identified in Paragraph 9 of this Agreement; and

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

WHEREAS, the City will proceed with studies and engineering required for the Project.

NOW BE IT THEREFORE RESOLVED, THE STATE AGREES:

1. To reimburse the City for one hundred percent (100%) of costs incurred in connection with the preliminary design and engineering, construction engineering/supervision, force account, and contract construction of the Project not to exceed \$265,000 as described in Paragraph 11, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.
2. To review without delay all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids and requests for concurrence in the award and approval of contracts for the Project.

NOW BE IT THEREFORE RESOLVED, THE CITY AGREES:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all construction engineering/supervision and force account work, all in accordance with established procedures of the City and the State.
5. To finance the work pending progressive reimbursement by the State.
6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

- 7. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

NOW BE IT THEREFORE RESOLVED, THE PARTIES HERETO MUTUALLY AGREE:

- 8. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
- 9. That said Project generally consists of surface removal, pavement base repairs and resurfacing of the existing roadways (37 feet to 42 feet face-to-face of curb), repair of deteriorated concrete curb and gutter, construction of sidewalk ramps for the handicapped at all intersections, repair of sidewalks where necessary, adjustment of storm water drainage structures and pavement marking and signing.
- 10. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
- 11. That the estimated costs of the Project covered and described by this Agreement is:

Preliminary Engineering.....	\$ 20,000
Construction Engineering/Supervision.....	\$ 21,818
Contract Construction.....	\$ 218,182
Force Account Construction .....	\$ <u>5,000</u>
TOTAL.....	\$ 265,000

12. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and the force account construction work is not authorized by June 30, 1985.
13. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 11.

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

IN WITNESS WHEREOF, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

By: \_\_\_\_\_  
City Comptroller

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

(Continued from page 11444)

and legality, a project agreement with the State of Illinois for the Preliminary Engineering (III) of the project described therein, said agreement to be substantially in the following form:

[Agreement and Exhibit A are printed on pages 11451 thru 11457  
of this Journal]

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

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

**Execution of Agreement Authorized Between City, State of Illinois,  
and Chicago and Western Indiana Railroad for Improvement of  
Various Grade Crossings.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago, the State of Illinois, and the Chicago and Western Indiana Railroad necessary for the improvement of various grade crossings.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the grade crossing improvements of the above stated project described therein, said agreement to be substantially in the following form:

[Agreement and Exhibits A and B are printed on pages 11458 thru 11468  
of this Journal]

**Execution of Agreement Authorized Between City, State of  
Illinois, and Belt Railway Co. for  
Belt Railway Grade Crossings  
Improvement Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago, the State of Illinois and the Belt Railway Company necessary for the Belt Railway Grade Crossings Improvement Project.

(Continued on page 11469)

CITY-STATE PROJECT AGREEMENT  
INTERSTATE SUBSTITUTION PROGRAM  
PRELIMINARY ENGINEERING IMPROVEMENTS FOR FY 1983

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 1982, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION and hereinafter called the "STATE"; and the CITY OF CHICAGO, acting through its DEPARTMENT OF PUBLIC WORKS and hereinafter called the "CITY".

WITNESSETH:

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

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

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

WHEREAS, the CITY, before such improvements can be made, is required to make, or cause to be made, certain Design and Location Studies, an Environmental Assessment and a Design Report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which is herein-after referred to as "Preliminary Engineering"; and,

WHEREAS, the improvements included hereunder, together with the designated project numbers and estimated "Preliminary Engineering" and construction costs for each are listed on "Exhibit A" of this Agreement; and,

WHEREAS, under Federal regulations, certain written agreements may be required.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY, either with its own forces or in conjunction with a competent consulting engineering firm approved by the STATE and the Federal Highway Administration, shall make all surveys, compile the data and prepare the Design and Location Studies, hold the required Public Hearings, make the Environmental Assessments and prepare the final Design Reports, perform the engineering for the necessary right of way acquisition and the relocation and/or adjustment of CITY-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the projects included hereunder, all of which is considered to be "Preliminary Engineering."

2. The CITY has appropriated, or shall appropriate, such funds as are necessary to pay for the "Preliminary Engineering" as herein specified, and shall keep a complete and accurate breakdown for each separate project included hereunder.
3. The STATE shall give administrative assistance and guidance to the CITY during the performance of said "Preliminary Engineering" and shall review and submit to the Federal Highway Administration, without delay, all submittals which require Federal review, approval or other action.
4. The STATE shall request Federal participation in the costs of the "Preliminary Engineering," and shall reimburse the CITY for the STATE and Federal shares of said costs on the basis of periodic billings. These billings shall be supported by documentation as required by the STATE and the Federal Highway Administration, and if the engineering is performed by a consultant, the billings shall show evidence of payment by the CITY.
5. It is mutually agreed that the total cost of "Preliminary Engineering" described herein shall not exceed \$7,900,000 without prior approval of the STATE and the Federal Highway Administration.
6. It is mutually agreed that all costs which are determined to be ineligible for Federal-Aid participation, and all costs in excess of \$7,900,000 which are incurred without prior approval of the STATE and the Federal Highway Administration, shall be borne 100% by the CITY.

7. The CITY agrees to retain all individual project records and to make them available for audit by STATE and Federal auditors during the individual project development stages, and for a period of three years after final acceptance of each project.
8. It is mutually agreed that quarterly progress meetings will be held, at which all parties to this Agreement will report on the status of all phases of the work described herein. Such meeting will be called jointly by the CITY and the STATE.
9. It is mutually agreed that the division of cost for all "Preliminary Engineering" included under this Agreement shall be as follows:  
STATE - (15%) - \$1,185,000  
FEDERAL - (85%) - \$6,715,000
10. It is mutually agreed that standard Federal-Aid procedures and requirements shall apply to all phases of all projects covered by this Agreement.
11. This Agreement and the covenants contained herein shall be null and void when STATE reimbursement to the CITY as described in Paragraph 4 of this Agreement reaches Seven Million, Nine Hundred Thousand Dollars (\$7,900,000) (or a larger amount approved by the STATE and Federal Highway Administration, as stipulated in Paragraph 5 of this Agreement), or when all projects programmed under this Agreement are completed.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
13. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the "Preliminary Engineering" as stated in Paragraph 5.

IN WITNESS WHEREOF, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the CITY OF CHICAGO

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

THE CITY OF CHICAGO  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

APPROVED:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner  
Department of Public Works

By: \_\_\_\_\_  
City Comptroller

Executed by the STATE OF ILLINOIS

This \_\_\_\_ day of \_\_\_\_\_, 198\_\_

ATTEST:

By: \_\_\_\_\_  
Director of Highways  
Illinois Department of  
Transportation

By: \_\_\_\_\_  
Secretary  
Illinois Department of  
Transportation

EXHIBIT A  
City of Chicago Improvements Included in a Joint City-State  
Agreement for IX (3) Preliminary Engineering Funds

No.	FEDRL.PROJ.	ROUTE / STREET	LOCATION	IMPROVEMENT	ESTIMATED COSTS	
					Construction	Prelim.Engr.
1.	IX-5000( )	FAU 2853 Ashland Ave.	@ Chicago River	Bridge redecking	\$ 1,100,000	\$ 100,000
2.	IX-5000( )	FAU 1421 Adams Street	Leavitt to Cambell	Resurf. & Signals	820,000	100,000
3.	IX-5000( )	FAU 1421 Adams Street	Halsted to Ogden (1700W)	Resurf. & Signals	750,000	95,000
4.	IX-5000( )	FAU 1374 Belmont Avenue	Kostner to Milwaukee	Resurf. & Signals	675,000	80,000
5.	IX-5000( )	FAU 2839 California Ave.	Roosevelt Rd. to Fulton	Resurf. & Signals	1,650,000	175,000
6.	IX-5000( )	FAU 3550 Canalport Avenue	Canal St. to Cermak	Resurf. & Signals	485,000	70,000
7.	IX-5000( )	FAU 2821 Central Park Ave.	Jackson to Franklin Blvd.	Resurf. & Signals	825,000	85,000
8.	IX-5000( )	FAU 2919 Cottage Grove.	67th St. to 69th St.	Resurf. & Signals	200,000	40,000
9.	IX-5000( )	FAU 3536 Clybourn Avenue	Racine to Damen Ave.	Resurf. & Signals	1,000,000	100,000
10.	IX-5000( )	FAU 1349 Devon Avenue	Western to California	Resurf. & Signals	600,000	80,000
11.	IX-5000( )	FAU 2882 DesPlaines Street	Harrison to Taylor	Resurf. & Signals	850,000	140,000
12.	IX-5000( )	FAU 1377 Diversey Avenue	Harlem Ave to Pulaski	Resurf. & Signals	2,100,000	250,000
13.	IX-5000( )	FAU 1401 Grand Avenue	DesPlaines to California	Resurf. & Signals	950,000	150,000
14.	IX-5000( )	FAP 876 Halsted Street	@ Chicago River (Canal)	Bridge reconstr.	18,000,000	1,325,000
15.	IX-5000( )	FAU 1429 Harrison Street	DesPlaines to Wabash	Resurf. & Signals	1,500,000	150,000
16.	IX-5000( )	FAU 1422 Jackson Blvd.	Canal to Jefferson	Resurf. & Signals	5,450,000	500,000
17.	IX-5000( )	FAU 2883 Jefferson Street	Madison St. to Lake St.	Resurf. & Signals	515,000	55,000
18.	IX-5000( )	FAU 2831 Kedzie Avenue	Diversey to Belmont	Resurf. & Signals	450,000	60,000
19.	IX-5000( )	FAU 2832 Kimball Avenue	Fullerton to Diversey	Resurf. & Signals	250,000	35,000
20.	IX-5000( )	FAU 2813 Kostner Avenue	Flournoy to Lake St.	Reconstruction	2,700,000	300,000
21.	IX-5000( )	FAU 2905 Lafayette Street	75th St. to 76th St.	Resurf. & Signals	260,000	30,000
22.	IX-5000( )	FAU 1405 Lake Street	Lavergne to Damen Ave.	Resurf. & Signals	3,610,000	400,000
23.	IX-5000( )	FAU 1405 Lake Street	West of Chicago River	Viaduct reconstr.	5,000,000	500,000
24.	IX-5000( )	FAU 1419 Madison Street	Western to Homan	Resurf. & Signals	420,000	55,000
25.	IX-5000( )	FAU 2915 M.L.King Drive	31st St. to 35th St.	Resurf. & Signals	625,000	75,000
26.	IX-5000( )	FAU 2915 M.L.King Drive	51st St. to 60th St.	Resurf. & Signals	610,000	75,000
27.	IX-5000( )	FAU 1420 Monroe Street	West of Chicago River	Viaduct rehab.	3,500,000	300,000
28.	IX-5000(168)	FAU 2889 Orleans Street	North of Chicago River	Viaduct resonstr.	5,500,000	400,000a
29.	IX-5000( )	FAU 2812 Pulaski Road	North & South of I-55	Viaducts rehab.	3,000,000	270,000
30.	IX-5000( )	FAU 1407 Randolph Street	Ogden Ave. to Wells St.	Resurf. & Signals	1,850,000	200,000

a = Phase II P.E. only; Phase I P.E. funded in IX(1).

EXHIBIT A  
 City of Chicago Improvements Included in a Joint City-State  
 Agreement for IX (3) Preliminary Engineering Funds

No. FEDRL.PROJ.	ROUTE / STREET	LOCATION	IMPROVEMENT	ESTIMATED COSTS	
				Construction	Prelim.Engr.
31. IX-5000( )	FAU 2833 Sacramento	Roosevelt to Diversey	Resurf. & Signals	\$ 1,500,000	\$ 210,000
32. IX-5000( )	FAU 2871 Sheffield Street	North Ave. to Webster	Resurf. & Signals	500,000	70,000
33. IX-5000( )	FAU 3574 So. Chicago Ave.	75th St. to 76th St.	Resurf. & Signals	300,000	35,000
34. IX-5000( )	FAU 2901 Stockton Drive	LaSalle Dr. to Diversey	Resurf. & Signals	1,250,000	150,000 <sup>b</sup>
35. IX-5000( )	FAU 1416 Warren Street	Ashland to Sacramento	Resurf. & Signals	4,400,000	500,000
36. IX-5000( )	FAU 1449 18th Street	Jefferson to Ashland	Resurf. & Signals	1,160,000	125,000
37. IX-5000( )	FAU 1513 59th Street	Cicero to Pulaski Rd.	Resurf. & Signals	485,000	50,000
38. IX-5000( )	FAU 1513 59th Street	Normal to Prarie	Resurf. & Signals	400,000	50,000
39. IX-5000( )	FAU 1519 63rd Street	Wallace to Wabash Ave	Resurf. & Signals	760,000	95,000
40. IX-5000( )	FAU 1530 67th Street	Dante St. to Jeffery	Resurf. & Signals	555,000	60,000
41. IX-5000( )	FAU 1540 75th Street	Yates to So. Shore Dr.	Resurf. & Signals	300,000	50,000
42. IX-5000( )	FAU 1548 79th Street	King Dr. to Halsted	Resurf. & Signals	900,000	120,000
43. IX-5000( )	FAU 1558 87th Street	Damen Ave to Racine	Resurf. & Signals	750,000	90,000
44. IX-5000( )	Various FAU routes	Citywide Locations	Intermittent Resurf.	1,250,000	100,000
				<u>Total Preliminary Engineering: \$ 7,900,000</u>	

b = Phase I P.E. only.

A G R E E M E N T

## RAILROAD CROSSING PROJECT M-5000 (376)

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, by and between the STATE OF ILLINOIS, acting through its Department of Transportation and hereinafter called the "STATE", and the CITY OF CHICAGO, acting through its Department of Public Works and hereinafter called the "CITY", and the CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, hereinafter called the "COMPANY".

WITNESSETH:

WHEREAS, Federal-aid Urban Routes cross, at grade, tracks of the COMPANY (and others) at the following six (6) locations in the City of Chicago, Cook County, Illinois (as shown on the location map marked "Exhibit A", attached hereto and made a part hereof):

1. 103rd Street (FAU Route 1574) at Eggleston Avenue (0.5 mile west of State Street) -- 3 tracks (2 main, 1 spur) with flashing lights and gates;
2. 111th Street (FAU Route 1582) at Stewart Avenue (0.5 mile west of State Street) -- 3 tracks (2 main, 1 spur\*) with flashing lights and gates;
3. 115th Street (FAU Route 1584) at Perry Avenue (0.15 mile west of State Street) -- 4 tracks (2 main, 2 spur\*) with flashing lights and gates;
4. Torrence Avenue (FAU Route 2937) at 11200 South -- 3 tracks (2 main, 1 spur) with cantilevered flashing lights and gates;
5. 130th Street (FAU Route 1592) at Torrence Avenue -- 2 main tracks with flashing lights and gates;

6. 130th Street (FAU Route 1592) 0.25 mile east of Indiana Avenue  
-- 2 main tracks with cantilevered flashing lights and gates;

\* Unused tracks to be removed.

and

WHEREAS, the STATE, the CITY and the COMPANY, in the interest of safe and efficient movement of vehicular traffic, find it necessary to improve said grade crossings by replacing the existing crossings proper with modular, rubberized pavement, removing unused tracks and performing minor reconstruction work on the roadway approaches and/or track grades to provide smooth transitions, said improvements to be identified as CITY Section 82-09869-00-RR, STATE Section 1981-132I, STATE Job No. PC-88-048-81, Federal Project M-5000(376) and hereinafter called the "PROJECT"; and

WHEREAS, the STATE and the CITY wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Federal-Aid Highway Act of 1978 or subsequent Federal-Aid Highway Acts for the force account construction, contract construction and preliminary and construction engineering associated with the PROJECT; and

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

WHEREAS, under Federal regulations certain written agreements may be required for the PROJECT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1: The project covered under this Agreement shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE, the CITY and the COMPANY shall be governed by the applicable provisions of the Federal-aid Highway Program Manual, (here and after referred to as the "Program Manual"), Volume 1, Chapter 4, Section 3 and Volume 6, Chapter 6, Section 2, Subsection 1, both dated April 25, 1975, and any supplements or amendments thereto.

SECTION 2: The COMPANY, at the expense of the CITY (subject to reimbursement by the STATE), shall prepare the detailed drawings (including surveys and other engineering services), estimates of cost, and any required specifications for the work to be done by the COMPANY as covered under this Agreement. These detailed plans, estimates and specifications shall be submitted to the STATE, through the CITY, for approval. No approved plan or specification shall be changed by any party hereto without the written consent of the other parties.

The COMPANY agrees to recommend, subject to the approval of the STATE and CITY, whether or not each roadway is to be kept open to traffic during the period or periods the COMPANY performs its work. If it is agreed that the roadway is to remain open, the COMPANY shall submit to the STATE and CITY for approval, at the earliest possible date, a traffic-staging sequence of sufficient detail to determine the types and locations of temporary warning devices required.

Whether or not the roadway is to remain open to traffic during these periods, the COMPANY shall furnish, erect, maintain, relocate and remove all signs, barricades, and other traffic control devices, including the furnishing

of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

SECTION 3: All required work at the grade crossing shall be performed by the COMPANY with its own forces or as otherwise provided herein. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall indicate in each estimate the items of work to be accomplished under such contract or contracts, and list in each estimate the names of each contractor whose services will be used to perform the work. If the estimate of cost for such work (including labor, materials, and/or equipment) performed on any one crossing by forces other than the COMPANY'S exceeds \$10,000.00, said contract or contracts shall be secured by competitive bids in accordance with the provisions of the "Program Manual". Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-aid projects, as well as the Illinois Fair Employment Practices Act and Implementing Rules and Regulations.

SECTION 4: The responsibilities for completing the construction of the PROJECT shall be as follows:

- (I) RESPONSIBILITY OF THE COMPANY: The COMPANY shall furnish, or cause to be furnished, all of the preliminary engineering and all labor, materials and equipment required to perform and complete the construction work included in the PROJECT.

The COMPANY'S work, including preliminary engineering, is estimated to cost \$1,464,646.29, as shown on the detailed estimate marked "Exhibit B", attached hereto and made a part hereof.

- (II) RESPONSIBILITY OF THE CITY: The CITY shall furnish certain supervision, inspection and other construction engineering required to ensure proper coordination and documentation of the COMPANY'S work. The CITY'S work is estimated to cost \$21,970.00.

(III) DIVISION OF EXPENSES: The expense incurred by the COMPANY for work performed as outlined under Subheading (I), and the expense incurred by the CITY for work performed as outlined under Subheading (II), shall be borne 100% by the CITY, subject to complete reimbursement of said costs by the STATE, as hereinafter stipulated.

The STATE shall reimburse the CITY for 100% of the above costs, consisting of the Federal share of 75.18% thereof and the STATE share of 24.82% thereof, upon receipt of progressive billings supported by documentation as required by the STATE and the Federal Highway Administration.

SECTION 5: The COMPANY, for performance of its work as herein specified, may bill the CITY monthly (in sets of two) for the expense incurred. These progressive invoices shall be rendered on the basis of the estimated percentage of work completed plus allowable additives. The CITY, after verifying that the bills are reasonable and proper, shall promptly reimburse the COMPANY for 100 percent of the amount billed.

The COMPANY, upon completion of its work, shall promptly render to the CITY a detailed final statement (in sets of two) of its actual expense incurred. After the CITY has checked the final statement and agreed with the COMPANY that the costs are reasonable and properly set up, insofar as it is able to ascertain, the CITY shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100 percent of the amount billed. After the CITY has audited the expense as incurred by the COMPANY and final inspection of each installation has been made, the CITY shall bill the COMPANY for any item (or items) of expense found as not being eligible for reimbursement.

SECTION 6: The COMPANY may bill the CITY (in sets of two) for the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the CITY and must be designated for exclusive use on this project. In the event of any loss of material after payment, the COMPANY will replace the materials at no cost to

the CITY. The storage area of such materials shall be available for CITY inspection upon 24-hour notice. Each bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY.

In the event the COMPANY fails to install the stored material within an 18 month period subsequent to payment to the COMPANY, the COMPANY shall promptly deliver the stored material to the CITY at a location indicated in a written notice to the COMPANY. Upon delivery, the CITY shall then take possession of said material for the CITY'S own use. The delivery of the material to the CITY shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement, and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the CITY.

SECTION 7: Subsequent to the award of any contract (or contracts), and before any work is started on the PROJECT, a conference shall be held between the representatives of the STATE, the CITY, the COMPANY and the interested contractor (or contractors), at a time and place as designated by said representatives, for the purpose of coordinating the work to be performed by the parties, and at which time a schedule of operations will be adopted.

SECTION 8: The COMPANY will provide, with the expense divided as hereinbefore set forth, all construction engineering and inspection for carrying out its work as herein set forth with the exception of the CITY'S construction engineering specified in Section 4, Subheading (II) of this Agreement.

SECTION 9: When the construction of this project is completed, the CITY shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway approaches to the grade crossings on CITY streets (103rd Street, 111th Street, 115th Street and 130th Street east of Indiana Avenue), the STATE shall maintain at its expense the highway approaches to the grade crossings on STATE highways (Torrence Avenue and 130th Street at Torrence

Avenue), and the COMPANY shall maintain at its expense, or by agreement with others provide for the maintenance of, all railroad improvements included in the PROJECT.

SECTION 10: The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

SECTION 11: If at any time subsequent to the installation of any rubber surface crossing pavement the railroad and highway grades are separated, or any grade crossing is closed, or for any other reason it is found that its operation is no longer necessary, then the COMPANY and the CITY shall negotiate an agreement for its removal and reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in the CITY, subject to the approval of the properly constituted public authorities.

SECTION 12: In compliance with the "Program Manual", Volume 6, Chapter 6, Section 2, Subsection 1, issued April 25, 1975, and subsequent revisions thereto, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 13: The COMPANY'S authorized representative certifies that the COMPANY and/or any Sub-contractor used by the COMPANY has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the COMPANY and/or any Sub-contractor made an admission of guilt of such conduct which is a matter of record.

SECTION 14: In the event that delays or difficulties arise in securing necessary Federal approvals, or in settling damage claims, or for any other cause which in the opinion of the STATE and the CITY render it impractical to proceed with the construction of the improvements, then at any time before construction is started the STATE and the CITY may serve formal notice of cancellation upon the COMPANY, and this Agreement shall thereupon become null.

and void. In the event of cancellation, the CITY shall reimburse the COMPANY for all eligible costs and expenses incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE and the CITY, and the STATE shall reimburse the CITY for the STATE and Federal shares thereof.

SECTION 15: The CITY agrees to obtain written permission from the respective owners for the removal of the unused tracks specified under this Agreement.

SECTION 16: The CITY agrees that if conditions in the future require the COMPANY to operate service on the currently unused tracks being removed from the CITY'S roadway under this Agreement, it will not oppose the COMPANY'S petition to re-establish said tracks across the roadway.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in quadruplicate, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Chicago and Western Indiana  
Railroad Company  
By \_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Title)

Executed by the CITY this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The City of Chicago, a  
Municipal Corporation  
By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

APPROVED AS TO FORM AND LEGALITY  
(Subject to proper execution):

By \_\_\_\_\_  
Commissioner, Department of  
Public Works

\_\_\_\_\_  
Assistant Corporation Counsel

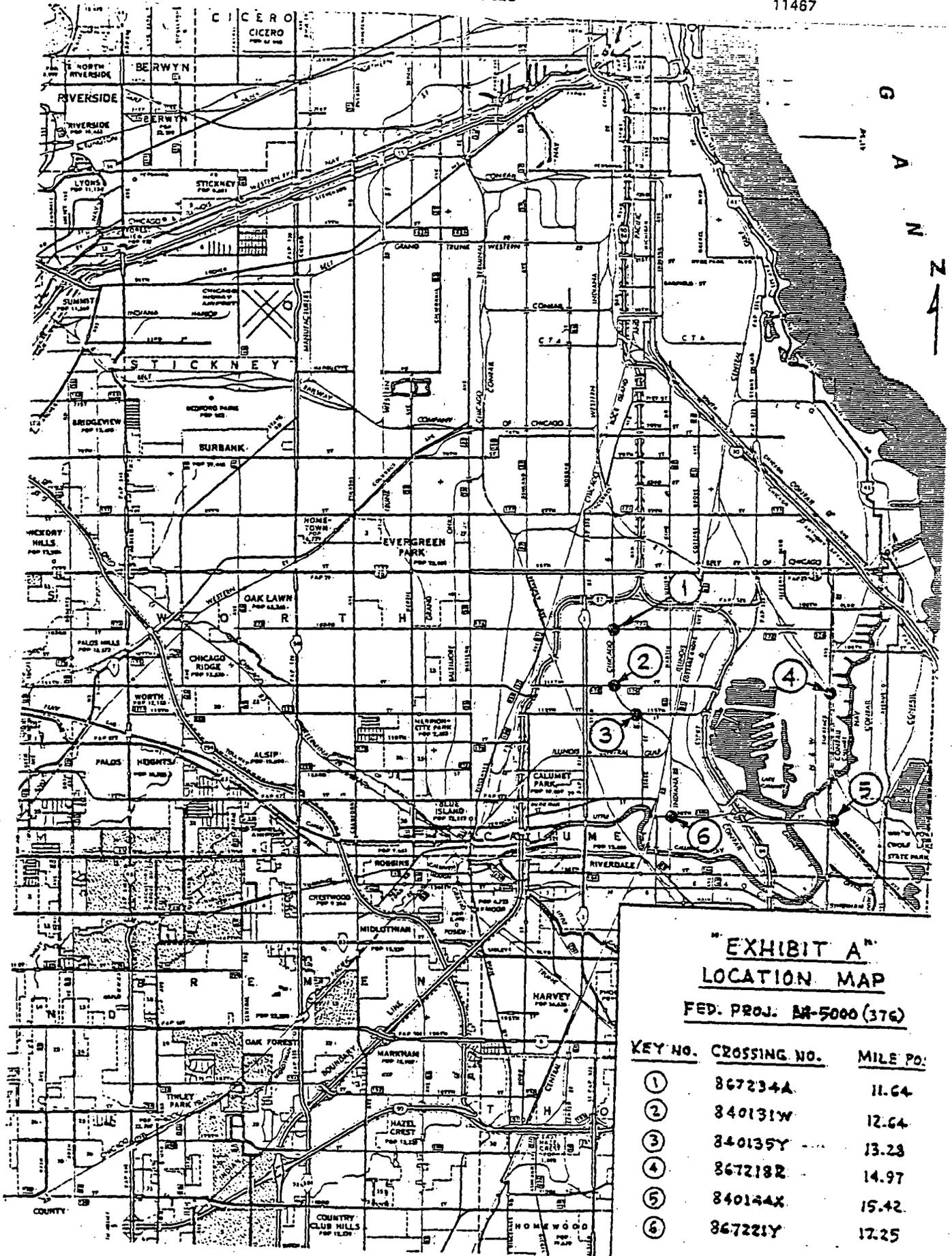
By \_\_\_\_\_  
City Comptroller

Executed by the STATE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

State of Illinois,  
Department of Transportation  
By \_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_  
Director of Highways



**"EXHIBIT A"**  
**LOCATION MAP**

FED. PROJ. AR-5000 (376)

KEY NO.	CROSSING NO.	MILE PO.
①	867234A	11.64
②	840131W	12.64
③	840135Y	13.28
④	867218Z	14.97
⑤	840144X	15.42
⑥	867221Y	17.25

EXHIBIT B

Re: Six (6) Rubber Railroad Crossings in City of Chicago

103rd St. near Eggleston Avenue	
Railroad	\$168,175.86
Street Const.	144,142.00
Engineering	6,000.00
	<u>\$318,317.86</u>
111th St. near Stewart Avenue	
Railroad	\$124,269.60
Street Const.	88,365.00
Engineering	6,000.00
	<u>\$218,634.60</u>
115th St. near Perry	
Railroad	\$160,012.01
Street Const.	103,920.00
Engineering	7,000.00
	<u>\$270,932.01</u>
130th St. near So. Park	
Railroad	\$102,429.73
Street Const.	47,265.00
Engineering	6,000.00
	<u>\$155,694.73</u>
130th & Torrence	
Railroad	\$103,221.01
Street Const.	64,410.00
Engineering	6,000.00
	<u>\$173,631.01</u>
112th & Torrence	
Railroad	\$258,696.08
Street Const.	61,740.00
Engineering	7,000.00
	<u>\$327,436.08</u>

Total six (6) rubberized railroad crossings: \$1,464,646.29

(Continued from page 11450)

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the grade crossing improvements of the above stated project described therein, said agreement to be substantially in the following form:

[Agreement and Exhibits A and B are printed on pages 11470 thru 11480 of this Journal]

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

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

**Allocation of MFT Funds Decreased for Traffic Lane Line  
Maintenance of Improved Streets, County and State  
Highways during 1982.**

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 passed by the City Council on March 30, 1982 and appearing on pages 10168 and 10169 of the Council Journal, allocating funds for Traffic Lane Line Maintenance of Improved Streets, County Highways and State Highways be amended to reduce the allocation from \$800,000.00 to \$600,000.00 so that Section 1 of said ordinance shall read as follows:

"SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$600,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982."

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

(Continued on page 11481)

A G R E E M E N T

## RAILROAD CROSSING PROJECT M-5000 (375)

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 198\_, by and between the STATE OF ILLINOIS, acting through its Department of Transportation and hereinafter called the "STATE", and the CITY OF CHICAGO, acting through its Department of Public Works and hereinafter called the "CITY", and the BELT RAILWAY COMPANY OF CHICAGO, hereinafter called the "COMPANY".

WITNESSETH:

WHEREAS, seven (7) Federal-aid Urban Routes cross, at grade, tracks of the COMPANY (and others) at the following locations in the City of Chicago, Cook County, Illinois (as shown on the location map marked "Exhibit A", attached hereto and made a part hereof):

1. 100th Street (FAU Route 1570) at 3030 East (0.5 mile east of Torrence Avenue) -- 3 tracks (2 Belt Railway main, 1 Conrail\*) with flashing lights and gates;
2. 59th Street (FAU Route 1513) at 4600 West (0.25 mile east of Cicero Avenue) -- 2 main tracks with cantilevered flashing lights and gates;
3. 55th Street (FAU Route 1505) at 4600 West (0.25 mile east of Cicero Avenue) -- 2 main tracks with cantilevered flashing lights and gates;
4. Archer Avenue (FAU Route 3551) at 4600 West (0.25 mile east of Cicero Avenue) -- 2 main tracks with cantilevered flashing lights and gates;
5. 26th Street (FAU Route 1459) at 4600 West (0.25 mile east of Cicero Avenue) -- 1 connection track with flashing lights;

6. Columbus Avenue (FAU Route 3578) at Maplewood Avenue (0.2 mile southwest of Western Avenue) -- 3 tracks (2 main, 1 Yard lead) with cantilevered flashing lights and gates;
7. Muskegon Avenue (FAU Route 2938) at 10440 South (0.2 mile south of 103rd Street) -- 5 tracks (1 Belt Railway main and 1 sidetrack, 1 General Mills Co. sidetrack, 2 Conrail\*) with cantilevered flashing lights;

\* Unused tracks to be removed.

and

WHEREAS, the STATE, the CITY and the COMPANY, in the interest of safe and efficient movement of vehicular traffic, find it necessary to improve said grade crossings by replacing the existing crossings proper with modular, rubberized pavement, removing unused tracks and performing minor reconstruction work on the roadway approaches and/or track grades to provide smooth transitions, said improvements to be identified as CITY Section 82-09874-00-RR, STATE Section 1981-130I, STATE Job No. PC-88-047-81, Federal Project M-5000(375) and hereinafter called the "PROJECT"; and

WHEREAS, the STATE and the CITY wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Federal-Aid Highway Act of 1978 or subsequent Federal-Aid Highway Acts for the force account construction, contract construction and preliminary and construction engineering associated with the PROJECT; and

WHEREAS, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409, may enter into a written contract with any other

highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

WHEREAS, under Federal regulations certain written agreements may be required for the PROJECT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1: The project covered under this Agreement shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE, the CITY and the COMPANY shall be governed by the applicable provisions of the Federal-aid Highway Program Manual, (here and after referred to as the "Program Manual"), Volume 1, Chapter 4, Section 3 and Volume 6, Chapter 6, Section 2, Subsection 1, both dated April 25, 1975, and any supplements or amendments thereto.

SECTION 2: The COMPANY, at the expense of the CITY (subject to reimbursement by the STATE), shall prepare the detailed drawings, estimates of cost, and any required specifications for the work to be done by the COMPANY as covered under this Agreement. These detailed plans, estimates and specifications shall be submitted to the STATE, through the CITY, for approval. No approved plan or specification shall be changed by any party hereto without the written consent of the other parties.

The COMPANY agrees to recommend, subject to the approval of the STATE and CITY, whether or not each roadway is to be kept open to traffic during the period or periods the COMPANY performs its work. If it is agreed that the roadway is to remain open, the COMPANY shall submit to the STATE and CITY for approval, at the earliest possible date, a traffic-staging sequence of sufficient detail to determine the types and locations of temporary warning devices required.

Whether or not the roadway is to remain open to traffic during these periods, the COMPANY shall furnish, erect, maintain, relocate and remove all signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

SECTION 3: All required work at the grade crossing shall be performed by the COMPANY with its own forces or as otherwise provided herein. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall indicate in each estimate the items of work to be accomplished under such contract or contracts, and list in each estimate the names of each contractor whose services will be used to perform the work. If the estimate of cost for such work (including labor, materials, and/or equipment) performed on any one crossing by forces other than the COMPANY'S exceeds \$10,000.00, said contract or contracts shall be secured by competitive bids in accordance with the provisions of the "Program Manual". Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-aid projects, as well as the Illinois Fair Employment Practices Act and Implementing Rules and Regulations.

SECTION 4: The responsibilities for completing the construction of the PROJECT shall be as follows:

- (I) RESPONSIBILITY OF THE COMPANY: The COMPANY shall furnish, or cause to be furnished, all of the preliminary engineering and all labor, materials and equipment required to perform and complete the construction work included in the PROJECT. Any work outside the crossing proper (beyond the edges of the special modular crossing panels) shall be performed by the COMPANY only as agent for, and at the convenience of, either the CITY or the STATE, whichever is responsible for the main-

tenance of the highway on which the crossing is placed (the CITY on 59th Street, 55th Street and Muskegan Avenue, and the STATE on 100th Street, Archer Avenue, 26th Street and Columbus Avenue).

The COMPANY'S work, including preliminary engineering, is estimated to cost \$1,745,000.00 as shown on the detailed estimate marked "Exhibit B", attached hereto and made a part hereof.

(II) RESPONSIBILITY OF THE CITY: The CITY shall furnish certain supervision, inspection and other construction engineering required to ensure proper coordination and documentation of the COMPANY'S work. The CITY'S work is estimated to cost \$8,000.00.

(III) DIVISION OF EXPENSES: The expense incurred by the COMPANY for work performed as outlined under Subheading (I), and the expense incurred by the CITY for work performed as outlined under Subheading (II), shall be borne 100% by the CITY, subject to complete reimbursement of said costs by the STATE, as hereinafter stipulated.

The STATE shall reimburse the CITY for 100% of the above costs, consisting of the Federal share of 75.18% thereof and the STATE share of 24.82% thereof, upon receipt of progressive billings supported by documentation as required by the STATE and the Federal Highway Administration.

SECTION 5: The COMPANY, for performance of its work as herein specified, may bill the CITY monthly (in sets of two) for the expense incurred. These progressive invoices shall be rendered on the basis of the estimated percentage of work completed plus allowable additives. The CITY, after verifying that the bills are reasonable and proper, shall promptly reimburse the COMPANY for 100 percent of the amount billed.

The COMPANY, upon completion of its work, shall promptly render to the CITY a detailed final statement (in sets of two) of its actual expense incurred. After the CITY has checked the final statement and agreed with the COMPANY that the costs are reasonable and properly set up, insofar as it is able to ascertain, the CITY shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100 percent of the amount billed. After the CITY has audited the expense as incurred by the COMPANY and final inspection of each installation has been made, the CITY shall bill the COMPANY for any item (or items) of expense found as not being eligible for reimbursement.

SECTION 6: The COMPANY may bill the CITY (in sets of two) for the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the CITY and must be designated for exclusive use on this project. In the event of any loss of material after payment, the COMPANY will replace the materials at no cost to the CITY. The storage area of such materials shall be available for CITY inspection upon 24-hour notice. Each bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY.

In the event the COMPANY fails to install the stored material within an 18 month period subsequent to payment to the COMPANY, the COMPANY shall promptly deliver the stored material to the CITY at a location indicated in a written notice to the COMPANY. Upon delivery, the CITY shall then take possession of said material for the CITY'S own use. The delivery of the material to the CITY shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement, and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the CITY.

SECTION 7: Subsequent to the award of any contract (or contracts), and before any work is started on the PROJECT, a conference shall be held between the representatives of the STATE, the CITY, the COMPANY and the interested

contractor (or contractors), at a time and place as designated by said representatives, for the purpose of coordinating the work to be performed by the parties, and at which time a schedule of operations will be adopted.

SECTION 8: The COMPANY will provide, with the expense divided as hereinbefore set forth, all construction engineering and inspection for carrying out its work as herein set forth with the exception of the CITY'S construction engineering specified in Section 4, Subheading (II) of this Agreement.

SECTION 9: When the construction of this project is completed, the CITY shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway approaches to the grade crossings on CITY streets, the STATE shall maintain at its expense the highway approaches to the grade crossings on STATE highways, and the COMPANY shall maintain at its expense, or by agreement with others provide for the maintenance of, the track structure and crossing panels only at each crossing included in the PROJECT.

SECTION 10: The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

SECTION 11: If at any time subsequent to the installation of any rubber surface crossing pavement the railroad and highway grades are separated, or any grade crossing is closed, or for any other reason it is found that its operation is no longer necessary, then the COMPANY and the CITY shall negotiate an agreement for its removal and reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in the CITY, subject to the approval of the properly constituted public authorities.

SECTION 12: In compliance with the "Program Manual", Volume 6, Chapter 6, Section 2, Subsection 1, issued April 25, 1975, and subsequent revisions thereto, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 13: The COMPANY'S authorized representative certifies that the COMPANY and/or any Sub-contractor used by the COMPANY has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the COMPANY and/or any Sub-contractor made an admission of guilt of such conduct which is a matter of record.

SECTION 14: In the event that delays or difficulties arise in securing necessary Federal approvals, or in settling damage claims, or for any other cause which in the opinion of the STATE and the CITY render it impractical to proceed with the construction of the improvements, then at any time before construction is started the STATE and the CITY may serve formal notice of cancellation upon the COMPANY, and this Agreement shall thereupon become null and void. In the event of cancellation, the CITY shall reimburse the COMPANY for all eligible costs and expenses incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE and the CITY, and the STATE shall reimburse the CITY for the STATE and Federal shares thereof.

SECTION 15: The CITY agrees to obtain written permission from the respective owners for the removal of the unused tracks specified under this Agreement.

SECTION 16: This Agreement will become effective upon approval of the Illinois Commerce Commission of the deviation from the requirements of its General Order 138 contained herein.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in quadruplicate, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Chicago and Western Indiana Railroad Company

By \_\_\_\_\_ (Title)

ATTEST:

\_\_\_\_\_  
(Title)

Executed by the CITY this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The City of Chicago, a Municipal Corporation

By \_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

APPROVED AS TO FORM AND LEGALITY (Subject to proper execution):

By \_\_\_\_\_ Commissioner, Department of Public Works

\_\_\_\_\_  
Assistant Corporation Counsel

By \_\_\_\_\_ City Comptroller

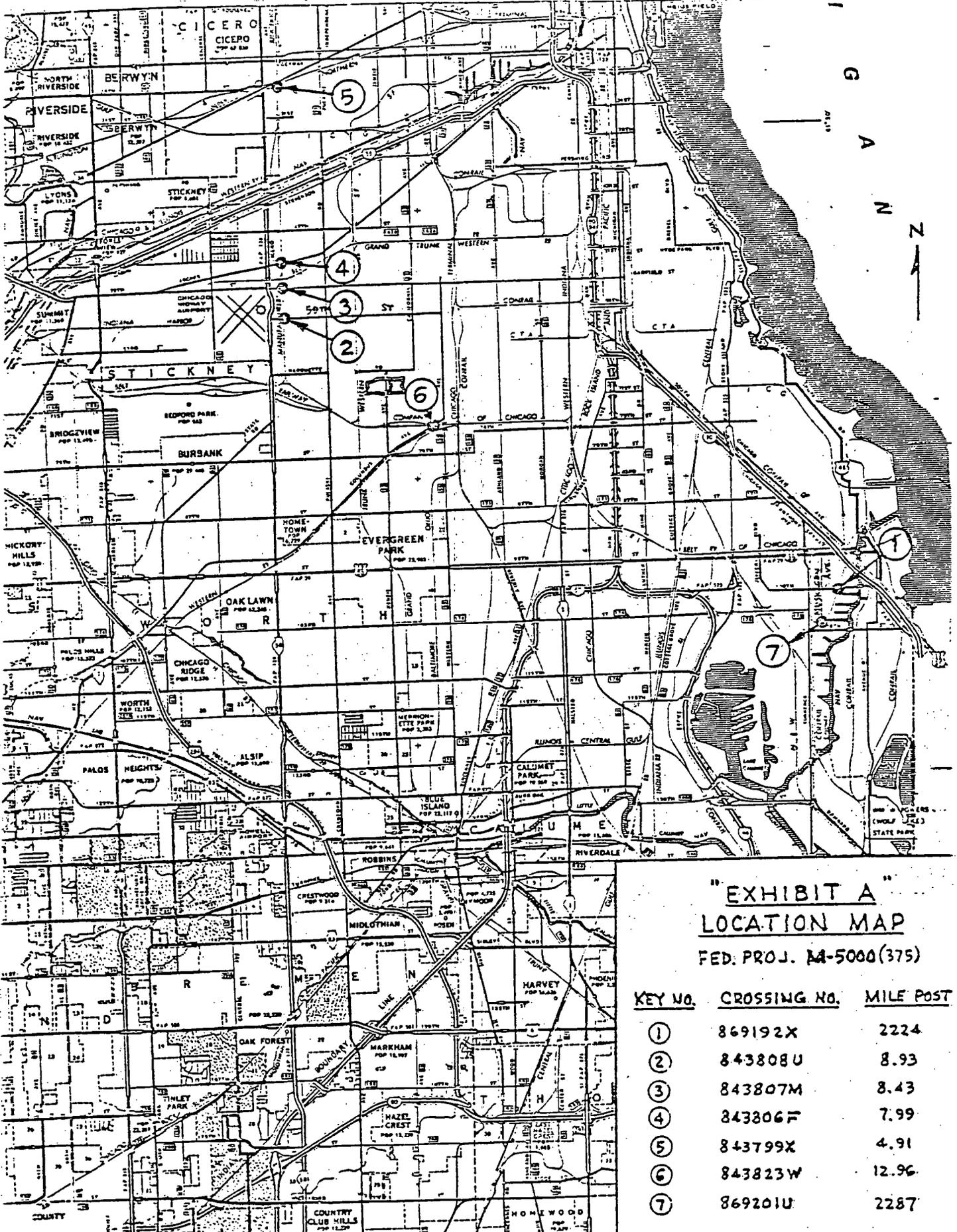
Executed by the STATE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

State of Illinois, Department of Transportation

By \_\_\_\_\_ Secretary

ATTEST:

\_\_\_\_\_  
Director of Highways



**"EXHIBIT A"**  
**LOCATION MAP**

FED. PROJ. AA-5000(375)

KEY NO.	CROSSING NO.	MILE POST
①	869192X	2224
②	843808U	8.93
③	843807M	8.43
④	843806F	7.99
⑤	843799X	4.91
⑥	843823W	12.96
⑦	869201U	2287

EXHIBIT "B"  
 SUMMARY OF COST ESTIMATES  
 (000)

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	<u>STREET</u>	<u>TRACK</u>	<u>ENGINEERING (BRC)</u>	<u>TOTAL</u>
100th St.	175	119	7	301
Columbus	300	226	9	535
59th St.	52	96	6	154
55th St.	51	101	6	158
Archer	86	115	6	207
26th St.	33	55	5	93
104th St.	<u>62</u>	<u>228</u>	<u>7</u>	<u>297</u>
	759	940	46	1,745
		Engineering (City)		<u>8</u>
				\$1,753

(Continued from page 11469)

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

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

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

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

SECTION 7. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

**Allocation of MFT Funds Authorized for Traffic and Street  
Sign Maintenance on Improved Streets, County  
or State Highways during 1982.**

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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$200,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic and Street Sign Maintenance of Improved Streets, County Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982.

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

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

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

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

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

SECTION 7. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

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**Allocation of MFT Funds Authorized for Street Cleaning Maintenance on  
Improved Streets, County and State Highways During 1982.**

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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$4,250,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982.

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

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

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

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

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

SECTION 7. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

*Nays*--None.

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

---

**Allocation of MFT Funds Authorized for Pavement Maintenance in Improved  
Streets, County or State Highways During 1982.**

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 authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1982 and ending December 31, 1982 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$3,000,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$3,000,000.00 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1982 and ending December 31, 1982.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

#### Allocation of MFT Funds Authorized for Repairs to Curbs and Gutters on Improved Streets, County or State Highways During 1982.

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. Authority is hereby granted to reconstruct curb and combined curb and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1982 and ending December 31, 1982. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$1,000,000.00 to be paid from that part of Motor Fuel Tax Funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$1,000,000.00 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1982 and ending December 31, 1982.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

**City Comptroller Authorized to Execute Extensions of  
Leases of C.H.A. Property for Dept. of Health  
Facilities.**

The Committee on Finance submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to extend leases of specified Chicago Housing Authority properties for Department of Health facilities:

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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*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):

*Altgeld-Murray Homes  
No. 941 E. 132nd St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, an extension of lease from the Chicago Housing Authority to the Department of Health, the northwest wing of the Community Building located at No. 941 E. 132nd Street, consisting of one reception room, two examination rooms, one doctor's room, one dentist's room, one men's room and one women's toilet room, together with closets and passageways, Altgeld-Murray Homes, approximately 523 square feet; such lease to be approved by the Commissioner, Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 11487 of this Journal.]

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

*Cabrini-Green Homes,  
Nos. 880 N. Hudson Av.,  
886 N. Hudson Av. and  
436 W. Chestnut St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, an extension of lease from Chicago Housing Authority to City of Chicago for the Department of Health located at Nos. 880 N. Hudson Avenue, 886 N. Hudson Avenue and 436 W. Chestnut Street, such extension of lease to be approved by the Commissioner of the Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 11488 of this Journal.]

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

*Cabrini-Green Homes  
No. 892 N. Hudson Av.*

*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, an extension of lease from the Chicago Housing Authority to the Department of Health, No. 892 N. Hudson Avenue, 1 BR Apartment 1042, Cabrini-Green Homes, approximately 513 square feet; such lease to be approved by the Commissioner, Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 11489 of this Journal.]

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

(Continued on page 11490)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_

CITY OF CHICAGO

DEPARTMENT OF HEALTH - Infant Welfare Station

have heretofore entered into the following lease:

The Northwest Wing of the Community Building located at 941 East 132nd St., consisting of one reception room, two examination rooms, one doctor's room, one dentist's room, one men's room and one women's toilet room, together with closets and passageway, Altgeld Murray-Homes.  
(Approx. 523 sq. ft.)

WHEREAS, the parties hereto have agreed to extend the term of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto that the above-described lease is extended to June 30, 1987, all other provisions of said lease to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

(Signature forms omitted)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_

\_\_\_\_\_  
CITY OF CHICAGO

\_\_\_\_\_  
DEPARTMENT OF HEALTH

have heretofore entered into the following lease:

880 N. Hudson St., Apt. 1036, 2 BR  
886 N. Hudson St., Apt. 1039, 2 BR  
436 W. Chestnut St., Apt. 1033, 1 BR  
Cabrini-Green Homes.

WHEREAS, the parties hereto have agreed to extend the term of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto that the above-described lease is extended to June 30, 1987, all other provisions of said lease to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Signature forms omitted)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_

\_\_\_\_\_  
CITY OF CHICAGO

\_\_\_\_\_  
DEPARTMENT OF HEALTH

have heretofore entered into the following lease:

892 N. Hudson St., One (1) BR, Apt. 1042  
Cabrini-Green Homes.  
(Approx. 1,320 sq. ft.)

WHEREAS, the parties hereto have agreed to extend the term of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto that the above-described lease is extended to June 30, 1987, all other provisions of said lease to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

(Signature forms omitted)

(Continued from page 11486)

*Cabrini-Green Homes  
No. 900 N. Hudson Av.*

*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, an extension of lease from Chicago Housing Authority to City of Chicago for the Department of Health located at No. 900 N. Hudson Avenue, such extension of lease to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on  
page 11491 of this Journal.]

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

*Cabrini-Green Homes  
No. 911 N. Hudson Av.*

*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, an extension of lease from the Chicago Housing Authority to the Department of Health, Apartments 101 and 102 located at No. 911 N. Hudson Avenue, Cabrini Homes, approximately 2,574 square feet; such lease to be approved by the Commissioner, Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on  
page 11492 of this Journal]

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

*Robert Taylor Homes  
No. 37 W. 47th St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, an extension of lease from the Chicago Housing Authority to the Department of Health, a portion of the first floor in the Community Building at Robert Taylor Homes, East Wing, No. 37 W. 47th Street, approximately 4,285 square feet; such lease to be approved by the Commissioner, Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on  
page 11493 of this Journal]

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

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

The Committee on Finance submitted four 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.

(Continued on page 11494)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_

\_\_\_\_\_  
CITY OF CHICAGO

\_\_\_\_\_  
DEPARTMENT OF HEALTH

have heretofore entered into the following lease:

The entire building with the exception  
of the basement, located at 900 North  
Hudson Avenue,  
Cabrini-Green Homes (Approx. 3,0404 sq. ft.)

WHEREAS, the parties hereto have agreed to extend the term  
of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto  
that the above-described lease is extended to June 30 1987,  
all other provisions of said lease to remain in full force and  
effect.

IN WITNESS WHEREOF the parties hereto have affixed their  
hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Signature forms omitted)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_  
CITY OF CHICAGO

DEPARTMENT OF HEALTH

have heretofore entered into the following lease:

911 N. Hudson St., Apts. 101 & 102  
Cabrini-Green Homes,  
(Approx. 2,574 sq. ft.)

WHEREAS, the parties hereto have agreed to extend the term  
of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto  
that the above-described lease is extended to June 30, 1987,  
all other provisions of said lease to remain in full force and  
effect.

IN WITNESS WHEREOF the parties hereto have affixed their  
hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

(Signature forms omitted)

EXTENSION OF LEASE

WHEREAS, the CHICAGO HOUSING AUTHORITY and \_\_\_\_\_

City of Chicago

Department of Health

have heretofore entered into the following lease:

A portion of the first floor in the  
Community Building at Robert Taylor  
Homes, East Wing, 37 West 47th Street.  
(approx. 4,285 sq. ft.)

WHEREAS, the parties hereto have agreed to extend the term  
of said lease as hereinafter provided;

NOW, THEREFORE, it is hereby agreed by the parties hereto  
that the above-described lease is extended to June 30, 1987,  
all other provisions of said lease to remain in full force and  
effect.

IN WITNESS WHEREOF the parties hereto have affixed their  
hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Signature forms omitted)

(Continued from page 11490)

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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*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):

*Dept. of Human Services  
(Nos. 1435-1445 N. California Av.)*

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

SECTION 1. That the City Comptroller is authorized to execute a lease between the Board of Education of the City of Chicago, a body politic and corporate, and the City of Chicago, a municipal corporation, for a two-story masonry building known as the Alexander Von Humboldt Branch School at Nos. 1435-1445 N. California Avenue, for use by the Department of Human Services, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on pages 11495 thru 11502 of this Journal]

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

*Dept. of Human Services  
(No. 11300 S. Halsted St.)*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Vanlo, Incorporated an Illinois Corporation, for approximately 2,400 square feet on the ground floor in the building at No. 11300 S. Halsted Street for the Department of Human Services, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on pages 11504 thru 11508 of this Journal]

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

(Continued on page 11503)

This indenture, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of Education of the City of Chicago, a body politic and corporate, party of the first part (hereinafter designated as "Lessor") and the City of Chicago, a Municipal Corporation, party of the second part (hereinafter designated as "Lessee").

W I T N E S S E T H:

Article One  
Demised Premises

Lessor, in consideration of the rent to be paid and the covenants to be performed by Lessee, agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the two-story masonry Alexander Von Humboldt Branch School which is outlined in red on the map which is attached hereto and made a part hereof as Exhibit A. The legal description of said premises being as follows:

Lots 8 and 9 and the South 9 feet of Lot 7 and the North 9 feet of Lot 10, and vacated alley adjoining said lots. Also, lots 39 to 42 inclusive and those parts of the vacated alley abutting said lots in Block 5 in H. M. Thompson's Subdivision of the North West quarter of the North East quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois commonly known as 1435-1445 North California.

Said property together with the improvements thereon are hereinafter referred to as the "demised premises".

Article Two  
Work Before Delivery

Lessor shall complete work necessary to bring the demised premises into compliance with the City of Chicago's Municipal Building Code prior to the Lessee's occupation of the premises. Inspection and certification by the City of Chicago's Department of Inspectional Services shall constitute compliance with the Municipal Building Code.

It is understood and agreed between the parties hereto that the Lessee shall have the right to enter the demised premises prior to the term commencement date, without payment of rent, to perform such tenant work and decoration as agreed between the parties to be performed by Lessee, as indicated in Exhibit B, which is attached hereto and made a part hereof. Anything herein to the contrary notwithstanding, Lessee shall have a period of not less than four (4) months from the initial date of entrance onto the demised premises to perform such tenant work and any entry thereunder shall be at the sole risk of the Lessee.

Lessee's early entry as aforesaid shall not be deemed to be occupancy of the demised premises by Lessee for the purpose of payment of rent as required under this lease. During such time as Lessee shall perform any of the aforesaid tenant work in the demised premises, Lessee shall comply with all of the terms, covenants, and conditions of this lease, other than those relating to the payment of rent.

Lessee shall supply watchman service and pay for electricity, heat, or other utility services necessary during the aforesaid early entry upon the demised premises. Lessor shall have no liability for any loss of or damage to any of Lessee's fixtures or property so installed or left on the demised premises, unless such loss or damage is the result of a willful act or negligence of Lessor or Lessor's agents, employees or invitees. Lessee shall further be liable for the repair of any damage of Lessor's property occurring during such early entry onto the demised premises.

### Article Three Lease Term

Unless this lease shall be sooner terminated, or extended as provided herein, the terms of this lease for the purposes of payment of rent shall run for five years, commencing on the 1st day of October, 1982, or the date upon which the Lessee completes its tenant improvements, whichever occurs later, and ending on the 30th day of September, 1987, both dates inclusive.

At the expiration of the original term, if immediately prior thereto this lease shall be in force and effect and Lessee shall not be in default at the time, Lessee shall have the option to renew and extend this lease for five (5) years to commence on the 1st day of October, 1987, and to expire on the 30th day of September, 1992, both dates inclusive.

The exercising of the renewal option shall be exercised in the following described manner. No later than January 1, 1987, Lessee shall give written notice to Lessor by certified mail, return receipt requested, of its intention to exercise said renewal option. The fair market rental value of the demised premises for the five (5) year renewal option period shall be negotiated by the parties hereto based on the written appraisal reports of two (2) qualified appraisers, one (1) to be appointed by each of the parties to this lease. The appraisers designated by the Lessor and Lessee shall be members of the American Institute of Real Estate Appraisers, or its successor organization, or if neither is in existence at the time this lease is renewed, then persons recognized in the commercial real estate industry as professional and experienced real estate appraisers.

The appraisers designated by each party shall prepare an appraisal report recommending a fair market rental value for the five (5) year renewal option period. The appraisal reports of both appraisers shall be completed and submitted to each of the parties to this lease not later than March 1, 1987.

Upon the receipt of the appraisal reports, the Lessor and Lessee shall attempt to negotiate a rental rate for the five (5) year renewal option period. If the two parties cannot reach a written agreement upon the fair market rental value for the option period by April 30, 1987, then the Lessor and Lessee shall immediately select a third qualified appraiser. Said appraiser shall submit its appraisal report to the Lessor and Lessee no later than May 31, 1987.

The recommended fair market rental value for the renewal option period by the third appraisal shall be considered final and binding on the parties hereto unless within thirty (30) days of receipt of the third appraisal report, the Lessee shall notify the Lessor in writing of its election not to renew this lease for the five (5) year renewal option period. If the Lessee notifies the Lessor of its intention not to exercise its renewal option, then said lease shall terminate upon the expi-

ration of the initial term.

Upon the Lessee exercising its option to renew this lease for an additional five (5) year period, this lease shall be extended upon all its terms and conditions for the renewal option period without the necessity of the execution of any further instrument of documents.

If for any reason, the rental rate for the renewal option period shall not have been fully resolved by the expiration of the initial term, Lessee shall, until such determination, pay the rent at the same rate payable during the initial term. Promptly upon the resolution of the rental rate for the renewal option period, Lessee shall pay Lessor the balance, if any, which shall be owing from the commencement date of the renewal option period. If, upon the resolution of the rental rate for the renewal option period, Lessee shall have paid an amount in excess of the rental rate for the renewal option period, said excess shall be applied to the next successive rental(s) owed.

#### Article Four Cancellation of Lease by Lessee

The Lessee shall have the right to cancel this lease on ninety (90) days prior written notice to the Lessor at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the Federal Government; and, as a result, if Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of the Lessor shall be for possession of the demised premises.

#### Article Five Rental Payments

As consideration for the use of the demised premises, the Lessee shall pay the Lessor as rent without demand, the sum of Nineteen Thousand Nine Hundred Two and 72/100 Dollars (\$19,902.72) per annum, in equal monthly installments, each in the amount of One Thousand Six Hundred Fifty-Eight and 56/100 Dollars (\$1,658.56) payable in advance, on the first day of each calendar month by the Office of the City Comptroller to the Chicago Board of Education, Department of Real Estate Management.

In the event the commencement date of this lease occurs on a date other than the first day of the month, Lessee shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first day of the month immediately following the commencement date of the lease term.

Rental payments shall be payable to the Chicago Board of Education and mailed to the Chicago Board of Education, Department of Real Estate Management, 228 North La Salle Street, Chicago, Illinois, 60601, or to such other place as may be designated by the Lessor in writing from time to time.

#### Article Six Utilities

Lessee under this lease shall at its own expense provide and pay for all utilities associated with the operation of the demised premises.

Article Seven  
Repair and Maintenance of Premises

Lessee shall, at its own expense, repair, maintain and make all necessary replacements to the demised premises with the exception of an "extraordinary repair", as defined herein. For the purposes of this lease, an "extraordinary repair" is defined as any single repair involving a major building component which exceeds \$10,000.00 in cost, provided, however, that such repair was not necessitated by reason of any act or omission of Lessee, or its employees, agents, invitees, or caused by any alteration, addition, or improvement made by Lessee. The term "major building component" shall include those elements, structural or otherwise, which are essential to the building's operation, and shall be limited to the following: the roof, the exterior walls, the floors (excluding floor coverings) and the foundation thereto, the primary plumbing, drainage, electrical systems, the heating, ventilating, air conditioning (HVAC) systems, all pipes, conduits and public utility services related thereto.

If any single repair to any one of the above defined "major building component" shall exceed \$10,000.00 in cost, Lessee shall be responsible for making such repair and paying for the initial \$10,000 cost thereof; such cost in excess of \$10,000.00 shall be immediately paid by Lessor upon receipt of itemized bills presented by Lessee for said costs. In no case shall Lessee undertake such repair without first obtaining the prior written approval of the Lessor, said approval not to be unreasonably withheld.

All repairs, maintenance and replacements undertaken by Lessee or Lessor with respect to the demised premises shall be done in accordance with the City of Chicago's Municipal Building Code.

It is understood and agreed that Lessee may remodel at its own cost the demised premises according to its needs. However, any such remodeling, alterations or installation must have the prior written approval of the Lessor, said approval not to be unreasonably withheld.

Lessor, its agents and employees, shall have access to and the right to enter upon the premises at any reasonable time to examine the condition thereof, to show the premises to prospective purchasers or tenants, and for other purposes deemed reasonable by Lessor; provided, however, that Lessor shall give the Lessee prior notice of its intention to enter the premises and shall make all reasonable efforts not to disturb the Lessee's use and occupancy. In case of emergency, such prior notice shall not be required.

Article Eight  
Use of Premises

The demised premises are to be used solely by the Lessee for the purposes of operating a Community Service Center by the City of Chicago/Department of Human Services.

The Lessee, however, upon the approval of City Council, has the right to permit any other city department or agency during the term of this lease to use or occupy said premises or any portion thereof for the purposes of the City of Chicago. Said usage shall be consistent with the terms and conditions contained in this lease.

Lessee may not use or occupy the lease premises in whole or part for any unlawful purpose.

Lessee further agrees, at its own expense, to maintain the leased premises in such condition as to conform to all orders, rules and regulations of all municipal, state and federal governmental departments, boards, commissions and agencies currently existing or hereafter created; and Lessee shall, at its own expense, promptly comply with all laws, rules, ordinances and regulations currently in force or hereafter enacted which in any way apply or affect the leased premises or adjoining sidewalks or alleys. The provisions of this paragraph are subject to the provisions of Article Seven of this lease entitled "Repair and Maintenance of Premises", where applicable.

#### Article Nine Indemnification

Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from Lessor by reason of or on account of damage to the property of Lessor or injury to or death of any person arising from Lessee's use and occupation of 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.

#### Article Ten 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 Registered or Certified Mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

#### Article Eleven Surrender Upon Termination

It is further understood and agreed that upon termination of this lease by forfeiture, lapse of time or otherwise, the Lessee shall at once surrender and deliver up to the Lessor said demised premises together with any improvements which may have been made by Lessee, and no compensation shall be allowed or paid to the Lessee for any said improvements.

(Signature forms omitted)

WITNESS the due execution hereof, as of the day and date first above written.

(Signature forms omitted)

EXHIBIT A

Attached hereto and made a part hereof the lease between the Chicago Board of Education, as Lessor, and the City of Chicago, Department of Human Services, as Lessee, for the Alexander Von Humboldt Branch School located at 1435-45 North California, Chicago, Illinois.

39-13-1A  
16-1

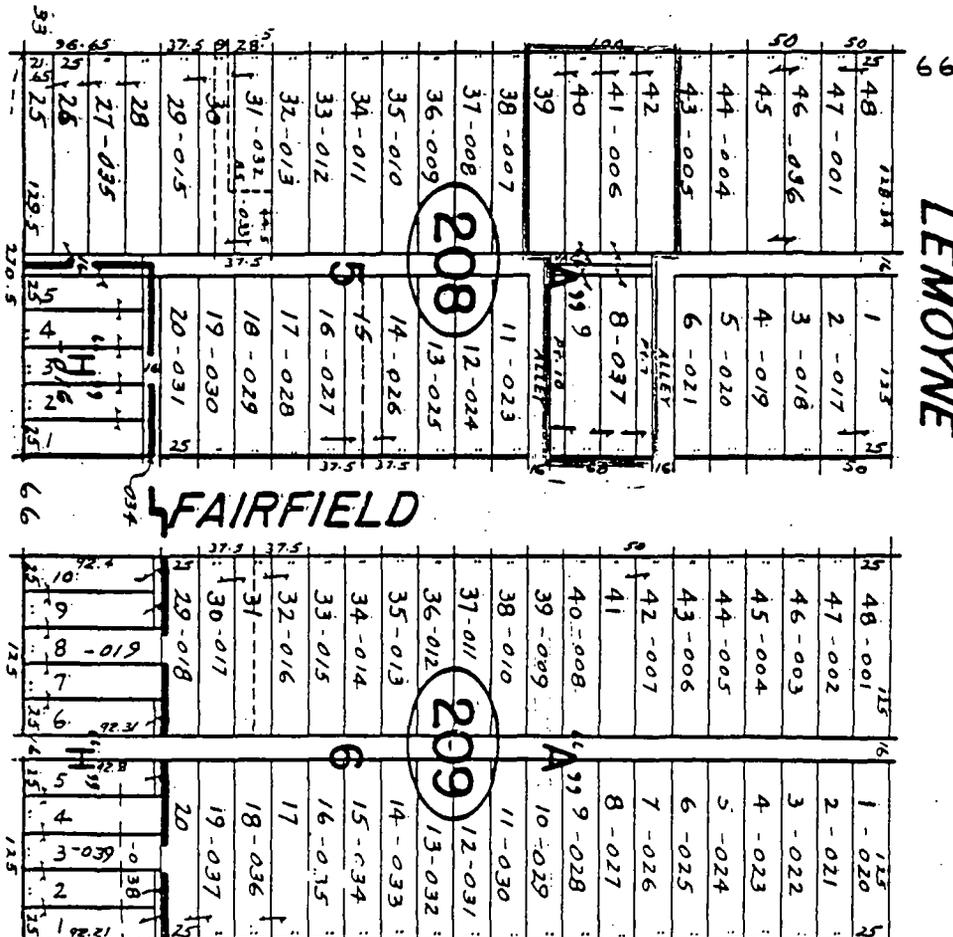
"A"  
H. M. THOMPSON'S SUB. of the N. W. 1/4 of the N. E. 1/4 of Sec. 1-39-13. Book 165, page 167.

"B"  
SUB. of Lots 1 to 5 and 43 to 48 lying S. of the S. line of North Ave. as widened in Blk. 4 in H. M. Thompson's Sub. (see "A"). Rec. Feb. 27, 1884. Doc. 5275599.

"C"  
RESUB. of Lots 6 to 24 incl. in Blk. 4 in H. M. Thompson's Sub. (see "A"). Rec. Apr. 17, 1892. Doc. 1639972.

"D"  
EDWIN R. OLD'S SUB. of Lots 44 to 48 incl. in Blk. 3 in Thompson's Sub. (see "A"). Rec. Sept. 12, 1883. Doc. 496556.

"E"  
SUB. of Lots 1 to 5 incl. in Blk. 3 in H. M. Thompson's Sub. (see "A"). Rec. May 8, 1888. Doc. 954335.



## EXHIBIT B

Attached hereto and made a part hereof the lease between the Chicago Board of Education, as Lessor, and the City of Chicago, Department of Human Services, as Lessee, for the Alexander Von Humboldt Branch School located at 1435-45 North California, Chicago, Illinois.

## TENANT WORK AND DECORATION

Installation of elevator, elevator hoistway and elevator pit. Relocation of moveable partitions to allow for the installation of the elevator. Revision of mechanical components and electrical systems to accomodate the installation of new elevator.

Installation of carpeting wherever necessary by Lessee throughout the demised premises.

Repairs of plaster wherever deemed necessary by Lessee throughout the demised premises.

Painting of building exterior and interior. Paint colors and paint types will be the choice of the Lessee.

Lessee will convert all washrooms so that they are accessible to the handicapped.

(Continued from page 11494)

*Mayor's Office of Employment and Training.*

*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 Wells Properties Incorporated, as beneficiary under Michigan Avenue National Bank of Chicago Trust, Trust No. 1412, dated July 24, 1968, for approximately 3,375 square feet of office space on the 7th floor in Suite 730 and 5,233 square feet of office space on the 16th floor in Suite 1642 for a total of 8,608 rentable square feet of office space located at No. 201 N. Wells Street, to be used by the Mayor's Office of Employment and Training; such lease to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on pages 11509 thru 11513 of this Journal]

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

*Dept. of Police.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Dearborn Park Corporation (Limited Dividend), for approximately 37,800 square feet of paved parking space (being 540 feet along the west side of State Street by a depth of 70 feet) on the southwest corner of S. State Street and W. Roosevelt Road (excluding an area of approximately 100 square feet presently being used for a sign board) for the parking of Official Police Department vehicles for the Chicago Police Department, such lease to be approved by the superintendent of the Department of Police, 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 11515 of this Journal]

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

**Execution of Lease Authorized with Here's Chicago, Inc.  
for Portions of City Pumping Station at No.  
801 N. Michigan Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize a lease agreement with Here's Chicago, Inc. for portions of City pumping station located at No. 801 N. Michigan Avenue.

(Continued on page 11514)

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_  
 A. D. 19\_\_\_\_, between Vanlo, Incorporated, an Illinois Corporation  
 \_\_\_\_\_, as Lessor,  
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor doES hereby lease to the Lessee the following described premises situated in the  
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,400 rentable square feet of  
office space located on the ground floor in the building located at 11300 South Halsted  
for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of July  
or date of occupation whichever occurs later  
 A. D. 1982 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 the lessor at the address  
cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at  
Kegham Giragosian, 8101 W. 131st St., Palos Park, IL 60464 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  
For Rental Payment  
Provisions See Rider "B" Attached Hereto and Made A Part Hereof  
 Assessments for water tax  
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor  
Lessor shall comply with the provisions of the City of Chicago Municipal

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

For Responsibilities of Lessor and Lessee  
See Rider "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 Les-  
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the  
 beginning of the term of this lease, 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 nec-  
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be  
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior  
 to the termination of this lease.

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

## RIDER "A"

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE CITY OF CHICAGO/DEPARTMENT OF HUMAN SERVICES AND VANLO, INCORPORATED, AN ILLINOIS CORPORATION, FOR APPROXIMATELY 2,400 RENTABLE SQUARE FEET ON THE GROUND FLOOR LOCATED AT 11300 SOUTH HALSTED STREET, CHICAGO, ILLINOIS.

## NOTIFICATION PROVISION

IN EVERY INSTANCE WHERE IT SHALL BE NECESSARY OR DESIRABLE FOR THE LESSOR TO SERVE ANY NOTICE OR DEMAND UPON THE LESSEE, IT SHALL BE NECESSARY TO SEND A WRITTEN OR PRINTED COPY THEREOF BY UNITED STATES REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO THE LESSEE AT THE PREMISES AND, IN ADDITION, TO THE ASSISTANT COMPTROLLER, REAL ESTATE, COMPTROLLER'S OFFICE, 205 WEST RANDOLPH STREET, SUITE 1000, CHICAGO, ILLINOIS, 60606, OR AT SUCH OTHER PLACE AS THE LESSEE FROM TIME TO TIME MAY APPOINT IN WRITING IN WHICH EVENT THE NOTICE OR DEMAND SHALL BE DEEMED TO HAVE BEEN SERVED AT THE TIME COPIES ARE RECEIVED AT SAID LOCATIONS.

## RIDER "B"

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE CITY OF CHICAGO/DEPARTMENT OF HUMAN SERVICES AND VANLO, INCORPORATED, AN ILLINOIS CORPORATION, FOR APPROXIMATELY 2,400 RENTABLE SQUARE FEET ON THE GROUND FLOOR LOCATED AT 11300 SOUTH HALSTED STREET, CHICAGO, ILLINOIS.

## RENTAL PAYMENT PROVISIONS

LESSEE SHALL PAY RENT FOR SAID PREMISES DURING THE CONTINUANCE OF THIS LEASE AT THE RATE OF:

NINE HUNDRED EIGHTY AND NO/100 (\$980.00) DOLLARS PER MONTH FOR A PERIOD BEGINNING ON THE 15TH DAY OF JULY, 1982 OR DATE OF OCCUPATION, WHICHEVER OCCURS LATER (WITH SAID RENTAL RATES 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, 1983;

ONE THOUSAND FORTY AND NO/100 (\$1,040.00) DOLLARS PER MONTH FOR A PERIOD BEGINNING ON THE 15TH DAY OF JULY, 1983 AND ENDING ON THE 31ST DAY OF JULY, 1984.

WITH SAID RENT PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH CALENDAR MONTH BY THE OFFICE OF THE CITY COMPTROLLER

RIDER "C"

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE CITY OF CHICAGO/DEPARTMENT OF HUMAN SERVICES AND VANLO, INCORPORATED, AN ILLINOIS CORPORATION, FOR APPROXIMATELY 2,400 RENTABLE SQUARE FEET ON THE GROUND FLOOR LOCATED AT 11300 SOUTH HALSTED STREET, CHICAGO, ILLINOIS.

LESSOR AND LESSEE RESPONSIBILITIES

LESSOR UNDER THIS LEASE SHALL:

PAINT ENTIRE PREMISES PRIOR TO EXECUTION OF LEASE

REPLACE DAMAGED CEILING TILES PRIOR TO EXECUTION OF LEASE

REPAIR ALL POT HOLES IN THE PARKING AREA PRIOR TO EXECUTION OF LEASE

REPAIR AND LOCK ELECTRIC METER VAULT PRIOR TO EXECUTION OF LEASE

PROVIDE PARKING FOR TEN (10) AUTOMOBILES IN ADJACENT PARKING LOT

PROVIDE AND PAY FOR HEAT; MAINTAIN PLANT IN GOOD OPERABLE CONDITION

PROVIDE AND PAY FOR HOT AND DOMESTIC WATER AND MAINTAIN PLUMBING IN GOOD OPERABLE CONDITION

PROVIDE CENTRAL AIR-CONDITIONING AND MAINTAIN SAME

PROVIDE AND PAY FOR JANITORIAL SERVICE

PROVIDE AND PAY FOR PROMPT REMOVAL OF SNOW AND ICE FROM PARKING LOTS AND SIDEWALKS WHICH IMMEDIATELY ABUT DEMISED PREMISES

MAINTAIN INTERIOR AND EXTERIOR OF BUILDING, AND ALL MECHANICAL COMPONENTS

PAY ALL REAL ESTATE TAXES AND OTHER LEVIES ASSESSED AGAINST SAID PREMISES WITHIN DEADLINES ESTABLISHED BY GOVERNMENTAL TAXING BODIES

PROVIDE AND MAINTAIN AT ALL TIMES PUBLIC LIABILITY INSURANCE IN THE AMOUNT OF \$500,000 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 ADDRESS CITED HEREIN A COPY OF THE CANCELLATION NOTICE WITHIN FIFTEEN (15) DAYS OF RECEIPT THEREOF.

LESSEE UNDER THIS LEASE SHALL:

PROVIDE PLATE GLASS INSURANCE

RIDER "C"  
(CONTINUED)

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE CITY OF CHICAGO/DEPARTMENT OF HUMAN SERVICES AND VANLO, INCORPORATED, AN ILLINOIS CORPORATION, FOR APPROXIMATELY 2,400 RENTABLE SQUARE FEET ON THE GROUND FLOOR LOCATED AT 11300 SOUTH HALSTED STREET, CHICAGO, ILLINOIS.

LESSOR AND LESSEE RESPONSIBILITIES

PROVIDE AND PAY FOR ITS OWN CUSTODIAL SERVICE

PAY FOR ELECTRICITY AS METERED

ADDITIONAL TERMS AND CONDITIONS OF THIS LEASE:

IN THE EVENT OF A BREACH OF ANY OF THE COVENANTS, TERMS AND CONDITIONS CONTAINED HEREIN BY THE LESSOR, LESSEE SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE IMMEDIATELY UPON GIVING WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL TO THE LESSOR AT THE ADDRESS CITED HEREIN. FAILURE OR NEGLECT OF LESSEE TO ACT UPON A BREACH OF ONE OR MORE OF THE COVENANTS, TERMS AND CONDITIONS OF THIS LEASE SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF SUBSEQUENT BREACH BY THE LESSOR OF ANY RIGHT CREATED THEREBY.

IN THE EVENT THE LESSOR SHOULD FAIL TO FURNISH ANY OF THE ALTERATIONS, REPAIRS OR SERVICES AS REQUIRED BY THIS LEASE OR 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 OR BUILDING CODE VIOLATIONS CORRECTED 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. 1982, between Wells Properties, Inc., A Limited Partnership, as beneficiary under Michigan Avenue National Bank of Chicago Trust, Trust No. 1412 dated July 24, 1968, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,375 square feet of office space on the 7th floor in suite 730 and 5,233 square feet of office space on the 16th floor in suite 1642 for a total of 8,608 rentable square feet of office space located at 201 North Wells for the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of June or date of occupation whichever occurs later, A. D. 1983, and ending on the 15th day of May A. D. 1985. Lessee has the right to terminate this lease Upon Thirty (30) Days Prior Written Notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at John McLaughlin, Manager, 201 N. Wells, Chicago, Ill. 60606 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. For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the

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

For Responsibilities of Lessor and Lessee See Rider "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, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, except as

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

## RIDER "A"

ATTACHED HERETO AND MADE A PART HEREOF THE LEASE BETWEEN WELLS PROPERTIES INCORPORATED, UNDER BENEFICIARY OF MICHIGAN AVENUE NATIONAL BANK OF CHICAGO TRUST, TRUST NO. 1412, DATED JULY 24, 1968, AND THE CITY OF CHICAGO MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING FOR APPROXIMATELY 3,375 SQUARE FEET OF OFFICE SPACE ON THE 7TH FLOOR IN SUITE 730 AND 5,233 SQUARE FEET OF OFFICE SPACE ON THE 16TH FLOOR IN SUITE 1642 FOR A TOTAL OF 8,608 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 201 NORTH WELLS STREET, CHICAGO, ILLINOIS.

## NOTIFICATION PROVISIONS

IN EVERY INSTANCE WHERE IT SHALL BE NECESSARY OR DESIRABLE FOR THE LESSOR TO SERVE ANY NOTICE OR DEMAND UPON THE LESSEE, IT SHALL BE NECESSARY TO SEND A WRITTEN OR PRINTED COPY THEREOF BY UNITED STATES REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO THE LESSEE AT THE PREMISES AND, IN ADDITION, TO THE ASSISTANT COMPTROLLER, REAL ESTATE, COMPTROLLER'S OFFICE, 205 WEST RANDOLPH STREET, SUITE 1000, CHICAGO, ILLINOIS, 60606, OR AT SUCH OTHER PLACE AS THE LESSEE FROM TIME TO TIME MAY APPOINT IN WRITING IN WHICH EVENT THE NOTICE OR DEMAND SHALL BE DEEMED TO HAVE BEEN SERVED AT THE TIME COPIES ARE RECEIVED AT SAID LOCATIONS.

## RIDER "B"

ATTACHED HERETO AND MADE A PART HEREOF THE LEASE BETWEEN WELLS PROPERTIES INCORPORATED, UNDER BENEFICIARY OF MICHIGAN AVENUE NATIONAL BANK OF CHICAGO TRUST, TRUST NO. 1412, DATED JULY 24, 1968, AND THE CITY OF CHICAGO MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING FOR APPROXIMATELY 3,375 SQUARE FEET OF OFFICE SPACE ON THE 7TH FLOOR IN SUITE 730 AND 5,233 SQUARE FEET OF OFFICE SPACE ON THE 16TH FLOOR IN SUITE 1642 FOR A TOTAL OF 8,608 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 201 NORTH WELLS STREET, CHICAGO, ILLINOIS.

## RENTAL PAYMENT PROVISIONS

LESSEE SHALL PAY RENT FOR SAID PREMISES DURING THE CONTINUANCE OF THIS LEASE AT THE RATE OF:

EIGHT THOUSAND TWO HUNDRED FORTY-NINE AND 33/100 (\$8,249.33) DOLLARS PER MONTH FOR A PERIOD BEGINNING ON THE 15TH DAY OF JUNE, 1982 OR DATE OF OCCUPATION, WHICHEVER OCCURS LATER (WITH SAID RENTAL RATES 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 MAY, 1983;

EIGHT THOUSAND SIX HUNDRED EIGHT AND NO/100 (\$8,608.00) DOLLARS PER MONTH FOR A PERIOD BEGINNING ON THE 1ST DAY OF JUNE, 1983 AND ENDING ON THE 31ST DAY OF MAY, 1984;

EIGHT THOUSAND NINE HUNDRED SIXTY-SIX AND 67/100 (\$8,966.67) DOLLARS PER MONTH FOR A PERIOD BEGINNING ON THE 1ST DAY OF JUNE, 1984 AND ENDING ON THE 31ST DAY OF MAY, 1985.

RENT IS PAYABLE IN ADVANCE ON THE 1ST DAY OF EACH MONTH BY THE OFFICE OF THE CITY COMPTROLLER.

## RIDER "C"

ATTACHED HERETO AND MADE A PART HEREOF THE LEASE BETWEEN WELLS PROPERTIES INCORPORATED, UNDER BENEFICIARY OF MICHIGAN AVENUE NATIONAL BANK OF CHICAGO TRUST, TRUST NO. 1412, DATED JULY 24, 1968, AND THE CITY OF CHICAGO MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING FOR APPROXIMATELY 3,375 SQUARE FEET OF OFFICE SPACE ON THE 7TH FLOOR IN SUITE 730 AND 5,233 SQUARE FEET OF OFFICE SPACE ON THE 16TH FLOOR IN SUITE 1642 FOR A TOTAL OF 8,608 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 201 NORTH WELLS STREET, CHICAGO, ILLINOIS.

## LESSOR AND LESSEE RESPONSIBILITIES

## LESSOR UNDER THIS LEASE SHALL:

REMOVE EXISTING PARTITIONS IN SUITE 1642 PRIOR TO EXECUTION OF LEASE AS PER MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING SPECIFICATIONS

REMOVE EXISTING PARTITIONS IN SUITE 730 AND CONSTRUCT TWO WALLS AS PER MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING PRIOR TO EXECUTION OF LEASE

INSTALL DROP CEILING, BLINDS AND CARPETING IN SUITE 730 PRIOR TO EXECUTION OF LEASE

PROVIDE AND PAY FOR HEAT; MAINTAIN PLANT AND EQUIPMENT IN GOOD OPERABLE CONDITION

PROVIDE AND PAY FOR HOT AND DOMESTIC WATER AND MAINTAIN PLUMBING IN GOOD OPERABLE CONDITION

PROVIDE AND PAY FOR CENTRAL AIR CONDITIONING AND MAINTAIN SAME FOR DURATION OF LEASE

PROVIDE AND PAY FOR WINDOW WASHING ONCE A YEAR

PROVIDE ELEVATOR SERVICE MONDAY THRU FRIDAY

PROVIDE 24 HOUR SECURITY SERVICE MONDAY THRU FRIDAY

PROVIDE AND PAY FOR PROMPT REMOVAL OF SNOW AND ICE FROM SIDEWALKS WHICH IMMEDIATELY ADJUT THE DEMISED PREMISES

PROVIDE AND PAY FOR JANITORIAL SERVICE WHICH INCLUDES THE MAINTENANCE OF INTERIOR AND EXTERIOR OF THE BUILDING INCLUDING ALL MECHANICAL COMPONENTS

PROVIDE AND PAY FOR OWN CUSTODIAL SERVICE WHICH INCLUDES THE DAILY CLEANING OF LEASED PREMISES

PAY REAL ESTATE TAXES AND OTHER TAX LEVIES ASSESSED AGAINST SAID PREMISES WITHIN DEADLINES ESTABLISHED BY THE GOVERNMENTAL TAXING BODIES

PROVIDE AND MAINTAIN AT ALL TIMES PUBLIC LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 PER OCCURRENCE AND \$1,000,000 AGGREGATE BODILY INJURY AND \$250,000 PER OCCURRENCE PROPERTY DAMAGE; WITH THE CITY TO RECEIVE A CERTIFICATE OF INSURANCE FOR SAID INSURANCE COVERAGE PRIOR TO LEASE EXECUTION. SAID ANNUAL INSURANCE COVERAGE SHALL BE RENEWED FOR EACH YEAR DURING THE TERM OF THIS LEASE WITH LESSEE TO RECEIVE A CERTIFICATE OF INSURANCE FOR SAID ANNUAL RENEWAL AT LEASE THIRTY (30) DAYS PRIOR TO ANNUAL RENEWAL DATE. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

RIDER "C"  
(CONTINUED)

ATTACHED HERETO AND MADE A PART HEREOF THE LEASE BETWEEN WELLS PROPERTIES INCORPORATED, UNDER BENEFICIARY OF MICHIGAN AVENUE NATIONAL BANK OF CHICAGO TRUST, TRUST NO. 1412, DATED JULY 24, 1968, AND THE CITY OF CHICAGO MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING FOR APPROXIMATELY 3,375 SQUARE FEET OF OFFICE SPACE ON THE 7TH FLOOR IN SUITE 730 AND 5,233 SQUARE FEET OF OFFICE SPACE ON THE 16TH FLOOR IN SUITE 1642 FOR A TOTAL OF 8,608 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 201 NORTH WELLS STREET, CHICAGO, ILLINOIS.

## LESSOR AND LESSEE RESPONSIBILITIES

EXPIRATION DATE, THE LESSOR SHALL MAIL TO THE LESSEE AT THE ADDRESSES CITED HEREIN A COPY OF THE CANCELLATION NOTICE WITHIN FIFTEEN (15) DAYS UPON RECEIPT THEREOF.

## LESSEE UNDER THIS LEASE SHALL:

PROVIDE AND PAY FOR ELECTRICITY AS METERED FOR OUTLETS AND LIGHTS ONLY

HAVE THE RIGHT TO TERMINATE LEASE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LESSOR AT THE ADDRESS CITED HEREIN

## ADDITIONAL TERMS AND CONDITIONS:

IN THE EVENT OF BREACH OF ANY COVENANTS, TERMS AND CONDITIONS CONTAINED HEREIN BY THE LESSOR, LESSEE SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE IMMEDIATELY UPON GIVING WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL TO THE LESSOR AT THE ADDRESS CITED HEREIN. FAILURE OR NEGLECT OF LESSEE TO ACT UPON A BREACH OF ONE OR MORE OF THE COVENANTS, TERMS AND CONDITIONS OF THIS LEASE SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF SUBSEQUENT BREACH BY THE LESSOR OF ANY RIGHT CREATED THEREBY.

IN THE EVENT THE LESSOR SHOULD FAIL TO FURNISH ANY OF THE ALTERATIONS, REPAIRS OR SERVICES AS REQUIRED BY THIS LEASE, OR FAIL TO REMOVE AND/OR CORRECT ANY FIRE HAZARDS, HEALTH HAZARDS OR ANY VIOLATIONS OF THE MUNICIPAL BUILDING CODE NOT CAUSED BY THE ACTS OF NEGLIGENCE OF THE LESSEE, AND THE FAILURE CONTINUES TEN (10) DAYS AFTER THE LESSEE HAS NOTIFIED THE LESSOR BY WRITTEN NOTICE OF SUCH FAILURE, THE LESSEE MAY AT ITS OWN OPTION MAKE THE NECESSARY REPAIRS OR SUPPLY THE MAINTENANCE OR SERVICE ITSELF OR HAVE THE HAZARDS OR BUILDING CODE VIOLATIONS CORRECTED AND DEDUCT THE COST AND EXPENSE THEREOF FROM RENTAL HEREIN DUE UNDER THIS LEASE OR IMMEDIATELY TERMINATE THIS LEASE BY PROVIDING THE LESSOR WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL AT THE ADDRESS CITED HEREIN.

## FEDERAL FUNDS CLAUSE:

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT THE REMUNERATION MENTIONED IN THE LEASE IS PAYABLE SOLELY FROM FUNDS WHEN MADE AVAILABLE BY THE FEDERAL GOVERNMENT. IF SAID FUNDS ARE NOT MADE AVAILABLE FROM THE FEDERAL GOVERNMENT AND AS A RESULT, LESSEE DEFAULTS IN THE PAYMENT OF ANY SUMS REQUIRED TO BE PAID UNDER THIS LEASE, THE SOLE REMEDY OF LESSOR SHALL BE FOR POSSESSION OF THE DEMISED PREMISES.

(Continued from page 11503)

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*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 lease to Here's Chicago, Inc., a Delaware Corporation, for portions of the City of Chicago pumping station located at the intersections of N. Michigan Avenue and E. Chicago Avenue commonly known as No. 801 N. Michigan Avenue, Chicago, Illinois; such lease to be approved by the Commissioners of the Department of Water, and Department of Public Works and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on pages 11516 thru 11538 of this Journal]

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

**Amendment of Lease Agreement Authorized with Flying  
Tiger Line, Inc. for Premises at Chicago-O'Hare  
International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize an amendment of a lease agreement with Flying Tiger Line, Inc. for premises at Chicago-O'Hare International Airport.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

(Continued on page 11539)

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

A. D. 19 , between Dearborn Park Corporation (Limited Dividend)

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 37,800 square feet of paved parking space (being 540 feet along the West side of State Street by a depth of 70 feet) on the Southwest corner of State Street and Roosevelt Road (excluding an area of approximately 100 square feet presently being used for a sign board) for the parking of official Police Department vehicles for the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 82, and ending on the 31st day of October A. D. 19 85. Lessee and Lessor have upon thirty (30) days prior written notice terminate this lease.

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 Dearborn Park Corp, 407 S. Dearborn St., Suite 1000, Chicago, IL 60605 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Six Hundred Fifty-no/100 (\$2,650.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall pay and leasehold or property taxes levied.

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.

Lessee shall keep & maintain the premises & improvements in such safe, sanitary & sightly condition as shall be satisfactory to Lessor. Lessee shall at its expense procure & keep in force at all times during the term of this lease public liability insurance in an amount of not less than \$1,000,000 for injury to or death of any one person; \$3,000,000 for injuries or death arising out of any one accident or occurrence; & \$25,000 for property damage. Lessor shall be named as one of the insured parties. Lessee shall be liable for the construction or creation of its own driveways, as well as the maintenance thereof, for access to the site. The Lessee has the right to re-stripe the pavement to meet its needs. Lessee must construct suitable barriers to identify boundaries & to prevent vehicle encroachment onto property other than premises

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

(Signature forms omitted)

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LEASE

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1982 by and between the CITY OF CHICAGO, a municipal corporation ("Lessor"), and HERE'S CHICAGO, INC., a Delaware corporation ("Lessee").

R E C I T A L S:

WHEREAS, Lessor is the owner of that certain parcel of property located at the intersections of Michigan Avenue and Chicago Avenue commonly known as 801 N. Michigan Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a building commonly known as the City of Chicago Pumping Station (the "Pumping Station"); and

WHEREAS, Lessee desires to lease those portions of the Pumping Station which are outlined in red on the sketch of the Pumping Station attached hereto and made a part hereof as Exhibit B (the "Premises"); and

WHEREAS, Lessor is willing to lease the Premises to Lessee but only on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the rent to be paid hereunder and the mutual covenants and agreements set forth herein, Lessor and Lessee agree as follows:

1. The Premises and Term.

Lessor leases the Premises to Lessee and Lessee leases the Premises from Lessor for a term of nineteen (19) years and eleven (11) months commencing upon the date of the approval of this Lease by the City Council of the City of Chicago and the execution of this Lease by all parties set forth on Page 14 hereof and expiring nineteen (19) years and eleven (11) months thereafter, unless sooner terminated as provided herein.

2. Rent.

A. Lessee shall pay to Lessor fixed rent ("Fixed Rent") consisting of (i) \$30,000.00 per year as Basic Rent and (ii) \$12,000.00 per year to cover utility services supplied to the Premises by Lessor ("Utility Rent") in annual installments, payable in advance commencing

on the Rent Commencement Date (as defined herein) and thereafter on January 1 of each year during the term of this Lease. Basic Rent and Utility Rent shall be adjusted annually by multiplying the sum of Basic Rent and Utility Rent for the first year of the term of this Lease (i.e., \$30,000.00 + \$12,000.00 = \$42,000.00) by a fraction (i) the numerator of which is the Consumer Price Index (as defined below) for the month of November of the immediately prior year and (ii) the denominator of which is the Consumer Price Index for the month of February, 1983. Fixed Rent for any year of the term of this Lease which begins on a date other than January 1 or ends on a date other than December 31 shall be prorated and adjusted from the beginning date or to the ending date as the case may be. In addition to Fixed Rent, Lessee shall pay to Lessor as percentage rent ("Percentage Rent"): (i) a portion of Lessee's Net Profit (as defined herein) in accordance with Schedule I below:

Schedule I

<u>Lease Year</u> (as defined below)	<u>Percentage Rent</u> (to be paid to Lessor)
1	0%
2	10%
3	10%
4	15%
5	20%
6	25%
7	30%
8	40%
9 - termination date	50%

and (ii) if during any Lease Year beginning with Lease Year 1 and terminating with Lease Year 8, Lessee's Gross Receipts (as defined herein) exceed the Minimum Gross Receipts for such year as shown on Schedule II below, then Lessee shall pay to Lessor, as additional Percentage Rent, fifty percent (50%) of the difference between Lessee's Excess Receipts (as defined herein) for such year and Lessee's Excess Expenses (as defined herein) for such year.

<u>Lease Year</u>	<u>Minimum Gross Receipts</u>	<u>Minimum Expenses</u>
1	\$2,179,759.00	\$2,179,759.00
2	2,140,871.00	2,108,397.00
3	2,334,958.00	1,284,860.00
4	2,548,454.00	1,366,973.00
5	2,783,300.00	1,450,205.00
6	3,041,629.00	1,262,524.00
7	3,325,792.00	1,371,776.00
8	3,638,373.00	1,491,958.00

Percentage Rent for the prior Lease Year shall be due and payable on or before May 1 of the then current Lease Year with the first such payment

due on May 1, 1984 and thereafter on May 1 of each succeeding calendar year (subject to the terms of Paragraph 8C hereof). At the time of the payment of Percentage Rent, Lessee shall deliver to Lessor financial statements for such prior year prepared and certified by Lessee's Certified Public Accountant substantiating Lessee's Net Profit, Gross Receipts, Excess Receipts and Excess Expenses.

B. For the purposes of subparagraph 2A above, the following definitions shall apply:

(i) "Rent Commencement Date" - the earlier of (a) February 1, 1983 and (b) the date upon which Lessee opens its business operations on the Premises; provided, however, that if Lessee is unable to open its business operations on the Premises on or before February 1, 1983 as a result of delays caused by circumstances or events beyond Lessee's reasonable control, including but not limited to work stoppages, shortages of supplies or material and Acts of God, then the payment of Fixed Rent shall be deferred for the aggregate period of such delays; provided, however, if Lessee is unable to open for business at the Premises by December 31, 1983, then this Lease shall terminate and be of no further force or effect as of such date;

(ii) "Lease Year" - the calendar year; provided, however, that the first (1st) Lease Year shall be the calendar year in which the Rent Commencement Date occurs;

(iii) "Net Profit" - the amount determined by subtracting Lessee's gross expenses (including but not limited to costs of materials, promotion, maintenance and updating of production, advertising, management and maintenance fees, salaries and fringe benefits of employees, taxes, debt service and other ordinary and necessary costs of operation) from Lessee's gross receipts (including but not limited to sales of all items listed in Paragraph 5A) and by making any and all other adjustments which would customarily be made pursuant to generally accepted accounting principles;

(iv) "Gross Receipts" - the amount received by Lessee from ticket sales, beverage and food sales, sales of all items listed in Paragraph 5A, concessionaire fees and all other receipts from Lessee's operation of the Premises;

(v) Excess Receipts - the amount by which Lessee's Gross Receipts for a Lease Year exceed the Minimum Gross Receipts shown on Schedule II for such Lease Year;

(vi) Excess Expenses - the amount by which (A) the sum of (w) Lessee's debt service for a Lease Year, and (x) Lessee's operating expenses for such Lease Year (which include but are not limited to all promotional, administrative, management and supervisory costs, merchandise costs, insurance costs, salaries, wages and fringe benefits for employees, taxes, maintenance and repair costs and all other costs of Lessee's business operation which are treated as expenses in accordance with generally accepted accounting principals; provided, however, that all such costs shall be subject to audit and analysis by an accounting firm to be selected by Lessor, said audit and analysis to be conducted according to generally accepted accounting principals, except with respect to administrative and management costs which shall be reasonable and consistent with the practices of similar businesses in the Chicago, Illinois area. Any operating costs identified by Lessor's accounting firm to be inconsistent with such generally accepted accounting principals or unreasonable and inconsistent with the practices of similar businesses in Chicago, Illinois area, as the case may be, shall not be included by Lessee as Lessee's operating expenses) and (y) depreciation and amortization of equipment, organizational and production costs, leasehold improvements and fixtures for such Lease Year and (z) a contingency fund for extraordinary expenses and working capital exceeds (B) the Minimum Expenses shown on Schedule II for such Lease Year; and

(vii) "Consumer Price Index" - the Consumer Price Index for All Urban Workers, Chicago, Illinois and Northwestern Indiana, All Items, Series A (1967=100 revised) as published by the Bureau of Labor Statistics of the United States Department of Labor.

3. Alterations and Improvements and Claims of Lien.

Lessee, at its own expense, may alter and improve the Premises in order to accommodate Lessee's proposed use of the Premises and may erect signs identifying Lessee's business and appropriate lighting therefor upon the Property, Pumping Station or Premises.. Lessee shall also install new boilers to replace the existing boilers in the Pumping Station as part of Lessee's initial alteration and improvement of the Premises. All such alterations, improvements, replacements and signs must be made, erected or located in accordance with plans and specifications which are approved, in writing, by the Commissioners of the

Department of Public Works and the Department of Water of the City of Chicago. All alterations, improvements, replacements and signs shall be made, erected and located in a manner which is consistent with and which will not jeopardize the status of the Pumping Station as a Chicago Landmark and as a certified historic structure as listed in the National Register of Historic Places. A brief description of the alterations, improvements, replacements and signs which Lessee intends to make or erect with respect to the Premises is set forth on Exhibit C attached hereto and made a part hereof. Any work done in connection with such alterations and improvements shall be performed in such a manner so as not to unreasonably interfere with Lessor's use of the Property and Pumping Station. All work performed in connection with such alterations and improvements shall be performed pursuant to a "construction-manager" form of contract and must be performed (i) pursuant to subcontracts which require that all major subcontractors provide a performance bond in favor of Lessee and Lessor guaranteeing full and complete performance of the work to be done pursuant to such contracts and (ii) pursuant to "no lien" contracts so that no mechanic's or materialmen's lien of any kind attaches to Lessor's title or interest in the Premises or the Pumping Station. Lessee has no authority to cause or permit any lien or encumbrance of any kind, whether created by Lessee, operation of law or otherwise, to be attached or to be placed upon Lessor's title or interest in the Premises or the Pumping Station and any liens and encumbrances created by Lessee shall attach to Lessee's leasehold interest in the Premises only. In the event any lien or encumbrance is placed against the Premises or the Pumping Station (whether against Lessor's or Lessee's interest therein) with respect to work, services or materials claimed to have been performed or furnished to Lessee or the Premises, Lessee covenants and agrees to notify immediately Lessor in writing of such lien or encumbrance and to cause the same to be released and removed of record. If such lien or encumbrance is not immediately released and removed or if Lessee does not contest such lien or encumbrance pursuant to the terms of this Paragraph 3, Lessor, at its sole option, may take all action necessary to release and remove such lien or encumbrance and Lessee shall promptly upon notice reimburse Lessor for all sums, costs and expenses (including reasonable attorney's fees) incurred by Lessor in connection with such lien or encumbrance.

Anything contained herein to the contrary notwithstanding, Lessee may contest the amount or validity of any such lien or encumbrance and may withhold payment during such contest so long as the Pumping Station and the Premises would not by reason of such postponement of payment be, in Lessor's reasonable judgment, in danger of being forfeited or lost and Lessee shall have provided Lessor with security, reasonably

satisfactory to Lessor, assuring Lessor that such lien or encumbrance will, if necessary, be paid and released.

4. Losses and Insurance.

Lessee agrees to indemnify and hold Lessor harmless from and against all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of Lessee's use and occupancy of the Premises. Lessee shall require that all contractors or subcontractors engaged to perform the work permitted to be done pursuant to Paragraph 3 above provide insurance to protect Lessor and Lessee from all claims which may be asserted for injuries to persons or property sustained in connection with alterations and improvements of the Premises, which insurance must be approved by the City of Chicago Department of Finance with respect to the amount and type of coverage prior to the commencement of any work by such contractor or subcontractor.

Lessee shall procure and maintain at its expense, commencing with the commencement date of this Lease and remaining in effect until the termination or expiration of this Lease, the following insurance coverages:

(i) Comprehensive General Liability Insurance including a broad form endorsement (so called) and including insurance over contractual liability and host liquor liability with coverage of not less than \$3,000,000.00 combined single limit for bodily injury and property damage liability;

(ii) Product liability insurance on food exposure with coverage of not less than \$1,000,000.00; and

(iii) Workmen's Compensation insurance as may be required from time to time by law.

Prior to the commencement of the term of this Lease, Lessee shall furnish Lessor with certificates of insurance evidencing the above coverages, showing Lessor as an additional named insured thereunder and providing that Lessor shall receive thirty (30) days advance written notice prior to the cancellation of or any material change in the insurance afforded thereby.

5. Use.

A. Lessee may use and occupy the Premises for the purpose of making photographic slide, video, moving picture, lecture and other presentations intended to acquaint visitors to and residents of Chicago

with the historical, cultural, recreational, economic, geographic, architectural, residential and commercial aspects of the City of Chicago, Illinois metropolitan area, or for such other similar or dissimilar use for which the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago may approve. Lessee may conduct such business during the hours of 9:00 a.m. to 11:00 p.m. on Lessee's customary business days except on those days when Lessee has suspended operations pursuant to subparagraph 5C hereof. In connection with such presentations but only in compliance with applicable codes, ordinances, laws and regulations, Lessee may directly or through concessionaires sell, give away or otherwise dispense to such guests, invitees and licensees Chicago memorabilia, Chicago promotional articles, artifacts, photographs, gifts, books, clothing, jewelry, maps, souvenirs; other similar items and non-alcoholic beverages and snack foods; provided, however, that Lessee shall notify Lessor of the identity of any proposed concessionaire and shall not use such concessionaire if Lessor reasonably objects to such concessionaire within fifteen (15) days of such notice. Lessee may sell, give away or otherwise dispense alcoholic beverages on the Premises only in connection with special activities and functions not ordinarily conducted by Lessee; provided, however, that Lessee shall notify the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago ten (10) days prior to such special activity or function of Lessee's desire to serve alcoholic beverages at such activity or function and Lessee shall not serve alcoholic beverages if the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago disapproves thereof within five (5) days of such notice.

B. Anything contained herein to the contrary notwithstanding, prior to the commencement of Lessee's intended use of the Premises and prior to any major changes in Lessee's presentation, Lessee shall notify the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago and make the presentation available to them for review. Lessee shall, prior to showing such presentation to the public, comply with all reasonable written requests of Lessor to remove portions of Lessee's presentation which Lessor reasonably determines to be detrimental (with respect to its specific content and not with respect to the artistic quality) to the reputation of the City of Chicago and the Chicago metropolitan area. It is the intent of Lessor and Lessee that the scope of Lessor's discretion with respect to its review of the content of Lessee's presentation shall be limited and applicable only to material reasonably determined by the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago to be detrimental (with respect to its specific content)

to the reputation of the City of Chicago and the Chicago metropolitan area. Following the initial approval of the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago, Lessee may make such minor changes in its presentation as may be reasonably required to remain current or to improve the artistic quality or the content of the presentation; provided, however, that Lessee shall promptly comply with all reasonable written requests of Lessor to remove portions of Lessee's presentation which Lessor reasonably determines to be detrimental (with respect to its specific content and not with respect to the artistic quality) to the reputation of the City of Chicago and the Chicago metropolitan area.

C. Upon sixty (60) days prior written notice to Lessor, Lessee shall have the right to temporarily suspend the operation of its business on the Premises for a period of up to six (6) months, or more as may be reasonably agreed by Lessor and Lessee, in order to make alterations or improvements to the Premises (subject to the provisions of Paragraphs 3 and 5B hereof), to revise the format of its business, to produce a revised or different presentation or to do anything else reasonably required in connection with Lessee's leasing of the Premises. Such temporary suspensions shall not be deemed to be a vacation or abandonment of the Premises by Lessee.

6. Maintenance and Repair.

A. Lessee shall, at its expense, keep in good order, condition and repair the interior of the Premises and, except for damage resulting from the negligent or willful act or failure to act of Lessor or Lessor's agents, employees or servants, shall promptly repair all damage to the interior of the Premises and replace or repair all glass doors, fixtures and equipment and appurtenances therein damaged or broken. Lessee shall keep the Premises clean and free of all debris. Lessee shall deliver up the Premises at the termination of this Lease in broom clean condition, reasonable use and wear, fire or other casualty or Act of God and the repair and maintenance obligations of Lessor hereunder excepted.

B. Lessor shall keep and maintain all structural elements of the Premises, including but not limited to the roof (after the reroofing made by Lessee pursuant to Exhibit C), the loadbearing walls and foundation of the Premises and the Pumping Station, and all electrical, plumbing and heating systems serving the Premises in good working order and repair and shall make any replacements necessary to keep the same in such order and repair; provided, however, nothing herein shall be construed to relieve Lessee of the obligation to replace the boilers as

required pursuant to Paragraph 3 hereof; and provided further, however, that damage to such structural elements caused by Lessee, its employees, servants, invitees, guests, licensees or agents shall be paid for by Lessee promptly upon presentation of a bill therefor from Lessor. Lessor shall also make any and all repairs and replacements required as a result of the negligent or willful act or failure to act of Lessor or Lessor's agents, employees or servants. Lessee hereby assigns to Lessor any and all warranties given to Lessee with respect to any of the structural alterations and repairs made or to be made by Lessee pursuant to Paragraph 3 hereof. (This assignment shall be effective upon delivery to Lessee of any such warranty without the need for any other transfer document.)

7. Services.

Lessor agrees that during the hours of Lessee's business operations, it shall furnish to the Premises heat, electricity and water for drinking and personal sanitary purposes as reasonably required for the comfortable use of the Premises by Lessee and Lessee's guests, invitees and licensees. Lessee shall pay all of the costs for the electricity used by Lessee in the Premises for lighting, convenience outlets and other direct uses within the Premises at the rates charged by the provider of such electricity. Lessee shall install, at its sole expense, a separate meter to measure the electricity so used by Lessee. If Lessee requires air conditioning, Lessee shall pay the cost of any equipment required therefor and the installation thereof and shall further pay the cost of any electricity used in connection with the operation of such air conditioning equipment.

8. Damage or Destruction.

A. In the event that the Pumping Station or structural elements of the Premises are damaged by fire or other casualty so as to interfere with the use and occupancy of the Premises, then Lessor shall promptly repair or restore the Pumping Station to the condition existing prior to such fire or other casualty and until such repairs or restoration are complete, all rent payable hereunder shall abate; provided, however, if such damage or destruction is substantial in nature and Lessor determines that it shall abandon and cease to use the Pumping Station and accordingly that it does not desire to repair or restore such damage or destruction, then Lessor shall have the right to terminate this Lease as of the date of such damage or destruction by giving Lessee written notice thereof within sixty (60) days of the date of such damage or destruction. In all cases where Lessor is obligated to make such repairs or restoration, if such repairs or restoration are not completed within 270 days of the date of such damage or destruction, then Lessee

shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice thereof to Lessor at any time after said 270 days and before the completion of such repairs or restoration.

B. To the extent that the non-structural elements of the Premises are damaged by fire or other casualty, Lessee shall be responsible for the repair or restoration of the Premises to the condition existing prior to such fire or other casualty and shall promptly complete such repair or restoration; provided, however, if the cost of such repair or restoration, as reasonably determined by Lessee, exceeds \$300,000.00, then Lessee shall have the right to terminate this Lease as of the date of such damage by giving Lessor written notice thereof within sixty (60) days of the date of such damage. All rent payable hereunder shall abate during the period of such repair or restoration.

C. If the Premises or the Pumping Station are damaged as described above prior to the start of the fourth Lease Year, then, for the purposes of determining the period for which Percentage Rent is due, the commencement date of the fourth Lease Year and each Lease Year thereafter shall be extended for a period equal to the number of days that the rent payable hereunder abated as a result of such damage.

9. Indemnity for Accidents.

Except with respect to accidents or occurrences resulting from the negligent or willful act or failure to act of Lessor or Lessor's agents, employees or servants, Lessee covenants and agrees that it will at all times indemnify and hold Lessor harmless against and from any and all loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever and will indemnify and hold Lessor harmless against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

10. Access to Premises.

Lessor and its agents shall have the right to enter the Premises at reasonable business hours upon at least twenty-four (24) hours prior notice for the purpose of examining or inspecting the same and to make such alterations, repairs, improvements or additions, whether structural or otherwise, to the Premises or to the Pumping Station as may be reasonably necessary for the maintenance and operation of the Pumping Station; provided, however, that Lessor shall schedule and perform such work or cause such work to be performed in such manner so

as not to unreasonably interfere with the operation of Lessee's business on the Premises. In the event of an emergency, as determined by Lessor, Lessor may enter the Premises without prior notice.

11. Removal of Personal Property and Fixtures.

Lessee shall have the right, exercisable at any time during the term of this Lease, to remove from the Premises any and all signs and all cameras, sound and projection equipment (to the extent the same are not affixed to the Premises) at any time installed in the Premises by it or at its expense. Lessee shall repair any damage to the Premises resulting from such removal. Lessee shall not be liable for rent or be deemed a holdover tenant by reason of the fact that it allows any such signs or equipment to remain on the Premises after the expiration of the term or the termination of this Lease, but all such property which is not removed before the end of the term of this Lease shall remain upon and be surrendered with the Premises and shall become the property of Lessor.

12. Assignment and Subletting.

Lessee shall not assign this Lease nor sublet all or any part of the Premises without first obtaining the written consent of Lessor; provided, however, that Lessee may assign this Lease to Here's Chicago Associates, an Illinois limited partnership, which will be formed by Lessee and of which Lessee shall be the general partner; provided further; however, that Lessee shall be in full compliance with the terms of subparagraph 18.K hereof. If Lessor consents to an assignment of this Lease, Lessee shall thereupon be released from any further liability or obligation under this Lease. Any assignment or subletting of the Premises without Lessor's prior written consent shall be void and shall, at the option of Lessor, constitute a default under this Lease and allow Lessor to terminate this Lease as provided in Paragraph 15. It is understood and agreed by Lessor and Lessee that Lessor shall share directly in any assignee's or sublessee's gross receipts or net profit (as those terms are defined in Paragraph 2B hereof) in the same percentages as provided in Paragraph 2A hereof.

13. Surrender and Holding Over.

Lessee, upon the expiration or termination of this Lease, either by lapse of time or otherwise, agrees to surrender the Premises to Lessor in broom clean condition and in good repair except for damage caused by Acts of God, ordinary wear and damage by fire or other casualty. If Lessee shall abandon or surrender the Premises or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and not removed from the Premises shall be deemed to be abandoned and title thereto shall pass to Lessor under this Lease.

14. Default.

Any of the following events shall be a default under this Lease (singularly, an "Event of Default"):

(a) if Lessee vacates or abandons the Premises or permits the same to remain vacant or unoccupied for a period of thirty (30) days unless the same is a result of a strike, labor dispute, inability to obtain materials or supplies used in Lessee's business, or other reasons beyond Lessee's reasonable control or unless the same is a temporary suspension described in subparagraph 5C hereof;

(b) if the rent or any part thereof is not paid when due and remains unpaid for ten (10) days after receipt of written notice to Lessee of the nonpayment thereof;

(c) if Lessee fails to perform any covenant, condition or agreement of this Lease to be kept or performed by Lessee and such failure is not cured immediately upon receipt by Lessee of written notice thereof unless, in the case of such a failure which cannot reasonably be cured immediately, Lessee shall have commenced and shall be diligently prosecuting all action necessary to cure such failure;

(d) if Lessee performs or permits any unauthorized activities to take place in or upon the Premises and does not cease such unauthorized activities immediately upon receipt of written notice thereof from Lessor; or

(e) if any proceeding shall be commenced to declare Lessee bankrupt or insolvent, or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act to reduce or modify Lessee's debts or obligations or to delay or extend the payment thereof (unless in the case of any such proceeding filed against Lessee the same is dismissed within sixty (60) days of such filing), or if an assignment is made by Lessee for the benefit of creditors.

If an Event of Default occurs, Lessor shall have the right to elect to immediately terminate this Lease by giving Lessee written notice thereof. Upon such termination Lessee shall immediately vacate the Premises and all obligations of Lessor and Lessee pursuant to this Lease shall likewise terminate.

15. Right to Terminate.

A. In the event that Lessor determines that it requires the Premises for a valid and proper governmental purpose (which is not in any way similar to Lessee's use or proposed use of the Premises), then at any time after the fifth anniversary of the Rent Commencement Date Lessor shall have the right to terminate this Lease at any time during the term hereof upon at least one hundred eighty (180) days prior written notice to Lessee and this Lease shall terminate and be of no further force or effect as of the date set forth in such notice.

B. In the event that Lessee incurs a net loss in its business operations on the Premises in two (2) consecutive calendar years, then Lessee may terminate this Lease by giving Lessor written notice thereof not less than ninety (90) days prior to the date of such termination, and this Lease shall terminate and be of no further force or effect as of the date set forth in such notice.

16. Notices.

All notices given hereunder shall be in writing and shall be delivered in person or by certified or registered mail, return receipt requested, at the addresses set forth below, or such other addresses as the parties may designate in writing:

If to Lessee:

Here's Chicago, Inc.  
c/o William F. Hartnett &  
Associates  
505 N. Lake Shore Drive  
Chicago, Illinois 60611

With a copy to:

McDermott, Will & Emery  
111 W. Monroe Street  
Chicago, Illinois 60603  
Attn: Richard E. Murphy, Jr.

If to Lessor:

City of Chicago  
Department of Public Works  
City Hall, Room 406  
Chicago, Illinois 60602

and

City of Chicago  
Department of Water  
City Hall, Room 403  
Chicago, Illinois 60602

With a copy to:

City of Chicago  
Department of Finance  
City Hall, Room 501  
Attn: Assistant Comptroller,  
Real Estate

Notices shall be deemed given when delivered (if delivered in person) or on the date of receipt as shown on the return receipt (if delivered by certified or registered mail).

17. Right of First Refusal.

Lessor hereby grants to Lessee the first right to lease the Premises for a term commencing upon the expiration of the term of this Lease, subject to the terms of this Paragraph 17. If, prior to the expiration of the term of this Lease, Lessor receives an offer to lease the Premises for a term commencing on or about the expiration of the term of the Lease, which offer Lessor is willing to accept, Lessor shall promptly deliver a copy of such offer to Lessee. Lessee shall have thirty (30) days from receipt of such offer to lease from Lessor within which to notify Lessor of its election to exercise this right of first refusal and to lease the Premises on the terms set forth in such offer except that the term thereof shall commence upon the expiration of the term of this Lease. If Lessee fails to so notify Lessor, then this right of first refusal shall expire at the end of said thirty day period; provided, however, if Lessor fails to enter into a lease on the terms of said offer within one hundred eighty (180) days after notice thereof was delivered to Lessee, then this right of first refusal shall again be applicable to such offer or to any other offer made prior to the expiration of this Lease which Lessor is willing to accept.

18. Miscellaneous.

A. Time is of the essence of this Lease.

B. The invalidity or unenforceability of any provision of this Lease shall not affect or impair other provisions of this Lease.

C. This Lease shall be governed by and construed pursuant to the laws of the State of Illinois.

D. Lessor covenants and agrees that Lessee, upon complying with all of the obligations of Lessee hereunder, shall peaceably and quietly enjoy the Premises and all of Lessee's rights under this Lease during the term of this Lease without hinderance by Lessor or any person claiming under Lessor.

E. This Lease represents the entire agreement between Lessor and Lessee and the terms hereof may not be modified or amended except in a writing signed by Lessor and Lessee.

F. The covenants and conditions of this Lease shall apply to and bind the Lessor and Lessee and their respective successors and assigns.

G. Lessee shall pay on or before the due date therefor any and all real estate taxes levied and assessed against the Lessee's leasehold interest in the Premises that may become due with respect to the Premises during the term of this Lease. Upon request, Lessee shall furnish Lessor with reasonable evidence of the payment of such taxes.

H. Lessee agrees that it shall not discriminate against any person on account of their race, color, religion, national origin, sex, age or physical disability and shall comply at all times with applicable Federal, State and local laws, rules, ordinances and regulations prohibiting discrimination. Lessee agrees that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age or handicap.

I. Whenever Lessor's (or any of Lessor's agents') consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld.

J. Lessor hereby elects to pass-through any Investment Tax Credit pursuant to Internal Revenue Code Regulation Section 1.48-4 to Lessee that is applicable to the Premises and to execute a separate statement of this election if so requested by Lessee. Lessor shall also provide Lessee with copies of such records and further documentation as Lessee may require to properly claim such credit and cooperate with Lessee as required to perfect such claim.

K. Lessee shall file an amended Economic Disclosure Statement within one hundred twenty (120) days of the date of the approval of the City Council of the City of Chicago of this Lease and periodically thereafter (not more than thirty (30) days after any addition, deletion or change in the investors in Here's Chicago Associates) which shall list all of the then current investors in Here's Chicago Associates. Such list of investors shall contain the names and addresses of all general and limited partners of Here's Chicago Associates. Upon receipt of the amended Economic Disclosure Statement Lessor shall have the right to object to any investor(s) Lessor determines, in the exercise of its reasonable judgment, to be objectionable. Such objection must be made in writing and delivered to Lessee within thirty (30) days after Lessor's receipt of such amended Economic Disclosure Statement. If Lessor fails

to make such objection within such time period, then all the investors shown on such amended Economic Disclosure Statement shall be determined to be acceptable to Lessor. If Lessor makes such objection in a timely fashion, then Lessee shall remove such objectionable investor(s) as an investor in Here's Chicago Associates. Lessee's failure to remove such objectionable investor(s) within thirty (30) days of receipt by Lessee of such objection from Lessor shall be a default under this Lease and shall give Lessor the right to elect to terminate this Lease in accordance with the terms of Paragraph 14 hereof. The terms of this subparagraph 18.K shall apply to all amended Economic Disclosure Statements which Lessee is required to provide.

L. Lessee shall provide reasonably appropriate security to protect the Premises and the Pumping Station from damage by accidents, vandalism and malicious mischief with particular attention to the gallery area of the Premises.

M. Lessee anticipates that at the opening for business of Here's Chicago ticket prices will be \$3.75 for one adult admission with discounts from the adult admission price for children, senior citizens, the handicapped, families, school groups and other groups as dictated by market conditions. It is understood by Lessor and Lessee that the adult admission price and the discounted admission prices will reasonably increase from time to time due to increases in Lessee's costs and relevant market conditions. At least thirty (30) days prior to instituting any such price increase Lessee shall notify the Commissioners of the Department of Public Works and the Department of Water of the City of Chicago thereof and Lessor shall have ten (10) days within which to notify Lessee of Lessor's specific reasonable objections to such price increase, in which event Lessor and Lessee shall meet to reach a mutual agreement regarding such increase. It is understood that under no circumstances will Lessee permit the admission price structure to jeopardize the proper marketing of Here's Chicago.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease this

\_\_\_\_\_ day of \_\_\_\_\_, 1982.

(Signature forms omitted)

Exhibit A

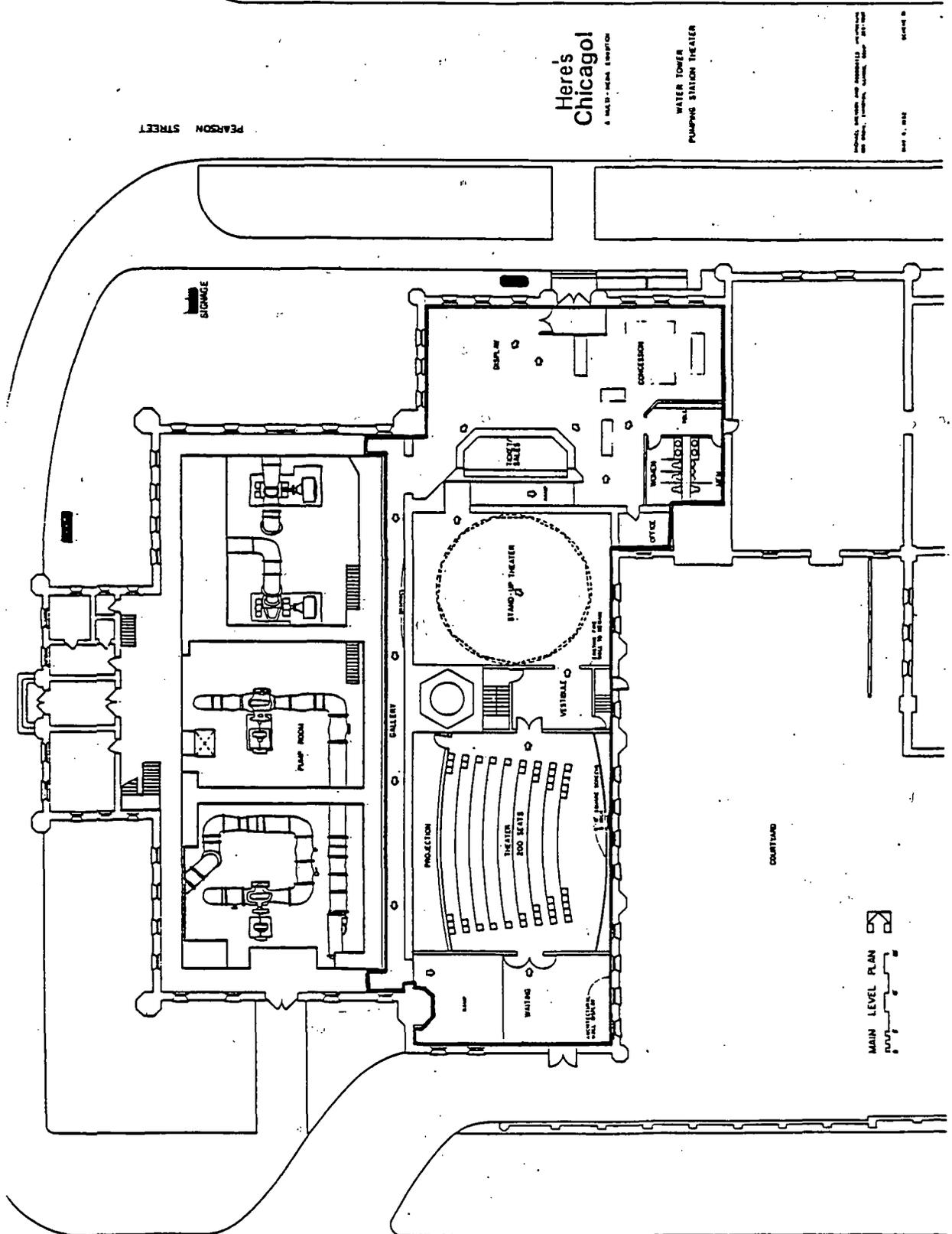
Legal Description

That part of Block 21 which lies East of the East line of Pine Street as the same was originally laid out in Canal Trustee's Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian and West of a line 631 feet East of the East line of aforementioned Pine Street in Cook County, Illinois.

Exhibit B

Pumping Station

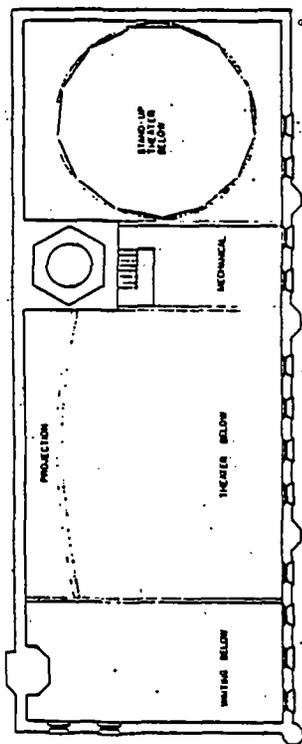
Consisting of three sheets prepared  
by Michael Arenson and Associates



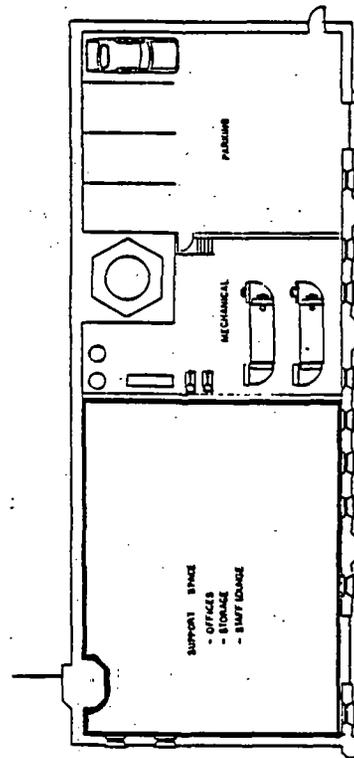
Her's Chicago  
A NATIONAL SERVICE

WATER TOWER  
PUMPING STATION THEATER

DATE: 7/15/82  
SCALE: 1/8" = 1'-0"



UPPER LEVEL PLAN



LOWER LEVEL PLAN

Here's Chicago  
A WATER-TOWER THEATER

WATER TOWER  
PUMPING STATION THEATER

THEATER, PUMPING STATION, WATER TOWER  
1000 N. LAKE ST., CHICAGO, ILL. 60610

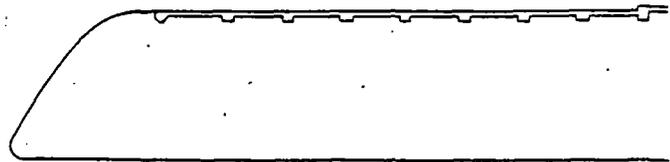
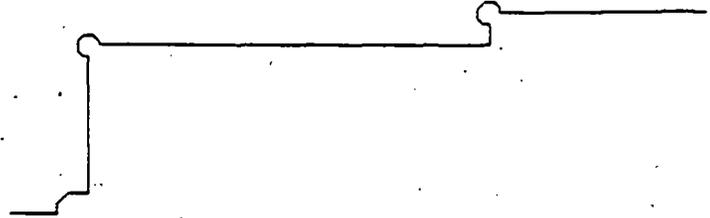




Exhibit CDescription of  
Intended Alterations, Improvements,  
Replacements and Signs

- A. Creation of two (2) theater spaces and two (2) associated support spaces within the Pumping Station. All spaces will have new power and electrical distribution system and all spaces will be air-conditioned. All construction will comply with the City of Chicago codes and ordinances including handicap accessibility requirements.
- B. A multi-media theater space with approximately 230 seates will be constructed along with a stand up theater in the round for approximately 230 people. A connecting vestibule will be created between the two theaters. An associated projection room for multi-media visual, audio and technical equipment will be constructed.
- C. Lobby, concession and display spaces totaling approximately 4,000 square feet will be constructed. A gallery overlooking the Pumping Station will be created on the existing cat walk and will be enclosed with a new "greenhouse" of aluminum sash and tempered glass. Washrooms with necessary plumbing work will also be constructed.
- D. A mechanical room will be constructed to enclose the boilers for heating the entire Pumping Station and a lower level space for Here's Chicago staff, offices, storage and lounge will be constructed.
- E. Appropriate signage and lighting thereof will be provided. A handicap ramp will be constructed at the Pearson Street entrance. Re-roofing of theater areas will be provided.

(Continued from page 11514)

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an amendment to an agreement with The Flying Tiger Line, Inc., as passed by the City Council on December 29, 1958 (C.J.P. pp. 9455 - 9472), as amended July 11, 1968 (C.J.P. pp. 3308 - 3310), said amendment to be in the following form:

[Amendment printed on pages 11540 thru 11544 of this Journal]

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

**Adjustments in Wage Rates Approved for Certain  
Per Diem City Employees.**

The Committee on Finance submitted thirty-nine proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize adjustments in wage rates of certain per diem City employees.

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, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schalter, Stone--40.

*Nays*--Aldermen Bloom, Oberman, Volini, Orr--4.

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):

*Architectural Iron Worker.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved:

- (1) Foreman of Architectural Iron Workers, \$14.70 per hour, effective as of March 1, 1981, \$16.60 per hour, effective as of June 1, 1981, \$17.30 per hour, effective as of December 1, 1981.
- (2) Architectural Iron Worker, \$13.95 per hour, effective as of March 1, 1981, \$15.50 per hour, effective as of June 1, 1981, \$16.20 per hour, effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

(Continued on page 11545)

THIS AGREEMENT made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and \_\_\_\_\_ THE FLYING TIGER LINE, INC. \_\_\_\_\_, a corporation organized under and existing by virtue of the laws of the State of \_\_\_\_\_ Delaware \_\_\_\_\_, hereinafter referred to as "Airline".

W I T N E S S E T H:

WHEREAS, City and Airline have heretofore entered into an agreement under date of January 1, 1959, authorized by the City Council December 29, 1958 (C.J.P. pp. 9455-9472), as amended, hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Airline certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, State of Illinois;

NOW, THEREFORE, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That paragraph appearing in Article 1, Section 1.01, of said agreement, reading as follows:

"Lease of premises. Use of demised premises. City does hereby lease to Airline, and Airline does hereby lease from City, an area of Nine and Eighty-Five Hundredths (9.85) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "demised premises") located at the Airport in the easterly portion of the Cargo Area shown on Exhibit A, attached hereto, and by this reference made a part thereof, together with the facilities, rights and privileges hereinafter described. It is understood and agreed that the north eighty one (81) feet of the demised premises shall be used only for automobile parking and City shall have the right, at any time, to enter upon the north eighty one (81) feet of said demised premises to construct, repair and maintain utilities."

shall be and is hereby modified, changed and amended to read as follows:

Lease of premises. Use of demised premises. City does hereby lease to Airline, and Airline does hereby lease from City, an area of Nine and Eighty Five Hundredths (9.85) acres designated as Parcel #1, and an area of Thirteen Hundredths (.13) of an acre designated as Parcel #2 (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "demised premises") located at the Airport in the easterly portion of the Cargo Area shown on Revised Exhibit A, attached hereto, and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described. It is understood and agreed that City shall have the right, at any time, to enter upon the north eighty-one (81) feet of said demised premises to construct, repair and maintain utilities.

2. That paragraph appearing in Article III, of said agreement, reading as follows:

As rental for the demised premises, Airline shall pay on or before the first day of each calendar month, commencing on the date of ordinance as passed by the City Council, and thereafter during the term hereof, a monthly rental (hereinafter called "ground rental") of One Thousand Six Hundred Forty One and 67/100 Dollars (\$1,641.67).

shall be and is hereby modified, changed and amended to read as follows:

As rental for the demised premises, Airline shall pay on or before the first day of each calendar month, commencing on the date of ordinance as passed by the City Council, and thereafter during the term hereof, a monthly rental (hereinafter called "ground rental") of One Thousand Six Hundred Forty One and 67/100 Dollars (\$1,641.67) for Parcel #1, and a monthly rental (hereinafter called "ground rental") of Ninety Four and 33/100 Dollars (\$94.33) for Parcel #2.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, (C.J.P. pp. \_\_\_\_\_) which date shall be the effective date hereof.

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

(Signature forms omitted)

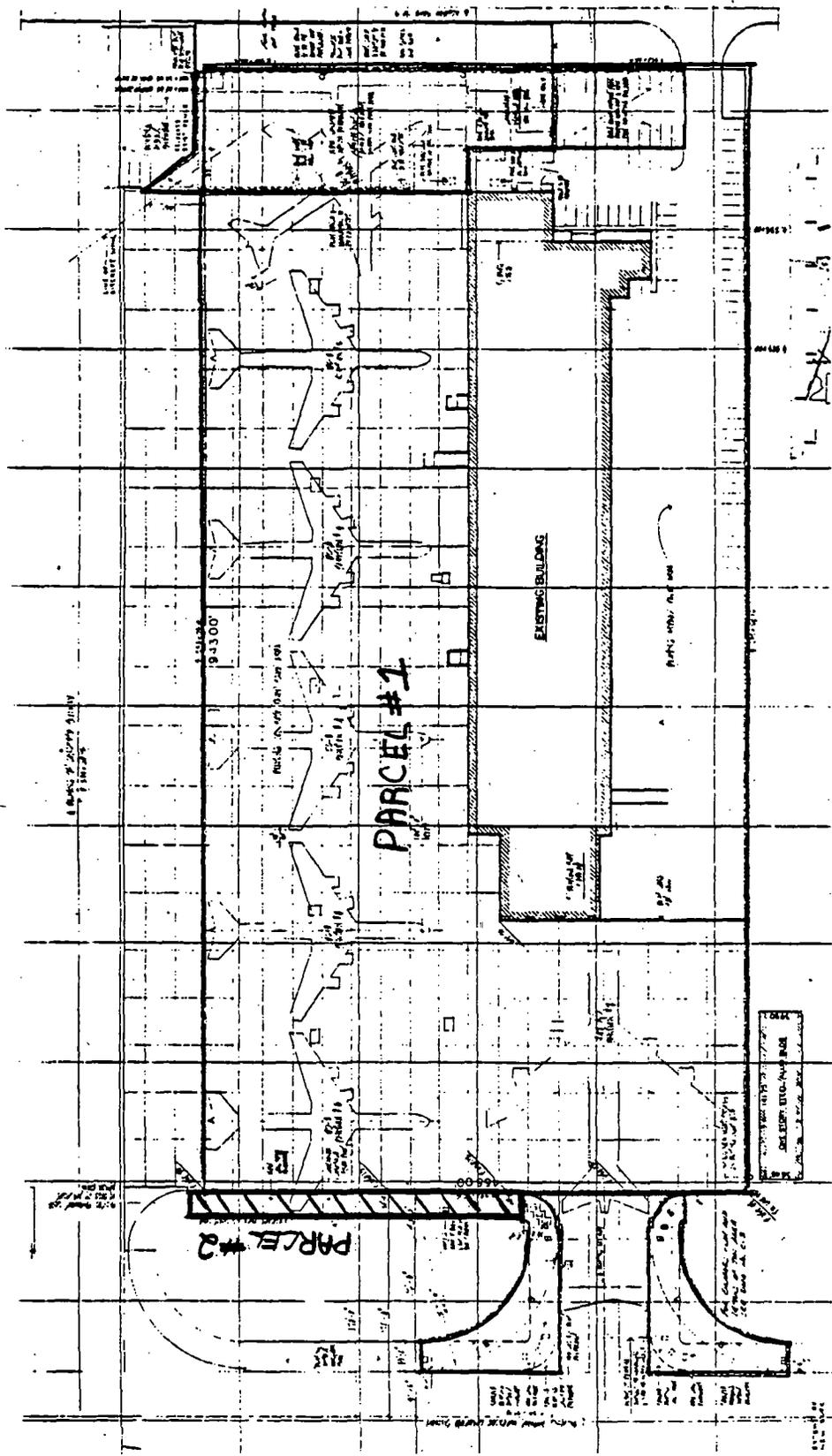


EXHIBIT A  
1 of 1

(Continued from page 11539)

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

—  
*Asbestos Worker.*

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the title herein specified is approved and to be effective as of June 1, 1981:

- (1) Asbestos Worker, \$17.00 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Boiler Maker and Blacksmith.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Assistant Chief Boiler Inspector, \$3,026.00 per month.
- (2) Boiler Inspector, \$2,856.00 per month.
- (3) Blacksmith Helper, \$16.70 per hour.
- (4) Blacksmith, \$16.80 per hour.
- (5) Foreman of Blacksmiths, \$17.80 per hour.
- (6) Boiler Maker Welder, \$16.80 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Bricklayer - Mason Inspector.*

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

SECTION 1. That the following wage rates of employees; when doing work in accordance with the titles herein specified are approved:

- (1) Bricklayer, \$15.20 per hour, effective as of June 1, 1981, \$15.61 per hour, effective as of September 1, 1981.
- (2) Bricklayer (Sub-Foreman), \$15.70 per hour, effective as of June 1, 1981, \$16.11 per hour, effective as of September 1, 1981.
- (3) Sewer Bricklayer, \$15.20 per hour, effective as of June 1, 1981, \$15.61 per hour, effective as of September 1, 1981.

- (4) Sewer Bricklayer (Sub-Foreman), \$15.70 per hour, effective as of June 1, 1981, \$16.11 per hour, effective as of September 1, 1981.
- (5) Foreman of Bricklayers, \$16.20 per hour, effective as of June 1, 1981, \$16.61 per hour, effective as of September 1, 1981.
- (6) Mason Inspector, \$2,584.00 per month, effective as of June 1, 1981, \$2,654.00 per month, effective as of September 1, 1981.
- (7) Supervisor of Utilities and Construction Inspection, \$2,754.00 per month, effective as of June 1, 1981, \$2,824.00 per month, effective as of September 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Carpenter.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved:

- (1) Carpenter, \$15.40 per hour, effective as of June 1, 1981, \$15.50 per hour, effective as of December 1, 1981.
- (2) Carpenter (Sub-Foreman), \$16.40 per hour, effective as of June 1, 1981, \$16.50 per hour, effective as of December 1, 1981.
- (3) Foreman of Carpenters, \$16.40 per hour, effective as of June 1, 1981, \$16.50 per hour, effective as of December 1, 1981.
- (4) General Foreman of Carpenters, \$2,886.00 per month, effective June 1, 1981, \$2,903.50 per month, effective as of December 1, 1981.
- (5) Lath and Form Mechanic, \$15.40 per hour, as of June 1, 1981, \$15.50 per hour, effective as of December 1, 1981.
- (6) General Foreman of General Trades, \$2,886.00 per month, effective June 1, 1981, \$2,903.50 per month, effective as of December 1, 1981.
- (7) Pile Driver Mechanic, \$15.40 per hour, effective as of June 1, 1981, \$15.50 per hour, effective as of December 1, 1981.
- (8) Pile Driver Mechanic (Sub-Foreman), \$16.40 per hour, effective as of June 1, 1981, \$16.50 per hour, effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Cement Finisher.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Cement Finisher, \$14.85 per hour
- (2) Cement Finisher (As Crew Foreman), \$15.60 per hour.
- (3) Foreman of Cement Finishers, \$15.60 per hour.
- (4) District Concrete Supervisor, \$16.10 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Cement Worker.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved:

- (1) Foreman of Laborers (Curb and Gutter), \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.
- (2) General Foreman of Laborers (Curb and Gutter), \$2,352.50 per month, effective as of June 1, 1981, \$2,378.50 per month, effective as of December 1, 1981.
- (3) Cement Mixer, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (4) Cement Mixer (Gunitite Laborer), \$12.32 per hour, effective as of June 1, 1981, \$12.47 per hour, effective as of December 1, 1981.
- (5) Cement Mixer (Gunitite), \$12.40 per hour, effective as of June 1, 1981, \$12.55 per hour, effective as of December 1, 1981.
- (6) Cement Mixer (as Jackhammerman and Sandblaster), \$12.52 per hour, effective as of June 1, 1981, \$12.67 per hour, effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Licensed Tugman and Pilot.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of April 1, 1981:

- (1) Marine Engineer, \$16.22 per hour.
- (2) Marine Pilot (Fire Boat), \$2,811.50 per month.
- (3) Marine Pilot, \$16.22 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Tug Fireman and Scowman.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of April 1, 1981:

- (1) Tug Fireman, \$14.42 per hour.
- (2) Scowman, \$14.42 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Electrical Mechanic.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- ( 1 ) Electrical Mechanic, \$17.05 per hour.
- ( 2 ) Electrical Mechanic, (Radio) \$17.05 per hour.
- ( 3 ) Foreman of Electrical Mechanics, \$18.05 per hour.
- ( 4 ) Foreman of Electrical Mechanics - In-Charge, \$3,302.00 per month.
- ( 5 ) Electrical Inspector, \$3,068.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Elevator Inspector.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 10, 1981:

- ( 1 ) Elevator Inspector, \$2,951.50 per month.
- ( 2 ) Elevator Inspector-in-Charge, \$3,051.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Elevator Operator.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of March 30, 1981:

- ( 1 ) Elevator Operator, \$7.25 per hour.
- ( 2 ) Elevator Starter, \$7.55 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Glazier.*

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the title herein specified is approved:

- ( 1 ) Glazier, \$13.75 per hour, effective June 1, 1980, \$14.15 per hour, effective December 1, 1980.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Plasterer Helper and Shop Laborer.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved:

- ( 1 ) Foreman of Laborers (Fire Shop), \$12.90 per hour, effective as of June 1, 1981; \$13.05 effective as of December 1, 1981.
- ( 2 ) Plasterer Helper, \$12.25 per hour, effective as of June 1, 1981; \$12.40 effective as of December 1, 1981.

- ( 3) Shop Laborers (Fire Shop), \$12.25 per hour, effective as of June 1, 1981; \$12.40 effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Sewer and Tunnel Laborer.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved:

- (1) Materials Dispatcher, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour effective as of December 1, 1981.
- (2) Sewer Laborer, \$12.25 per hour, effective as of June 1, 1981, \$12.40 effective as of December 1, 1981.
- (3) Sewer Laborer (as bottom man or jackhammerman), \$12.60 per hour, effective June 1, 1981, \$12.75 effective as of December 1, 1981.
- (4) Sewer Laborer (Sub-Foreman), \$12.80 per hour, effective June 1, 1981, \$12.95 effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Asphalt Paving and Electrical Construction Laborer.*

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the titles herein specified are approved:

- (1) Asphalt Cut-out Foreman, \$12.90 per hour, effective as of June 1, 1981, \$13.05 effective as of December 1, 1981.
- (2) General Foreman of Laborers, \$2,353.00 per month, effective as of June 1, 1981, \$2,379.00 per month, effective as of December 1, 1981.
- (3) Foreman of Laborers, \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.
- (4) Asphalt Foreman, \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.
- (5) Street Repair Foreman, \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.
- (6) District Asphalt Supervisor, \$2,236.00 per month, effective as of June 1, 1981, \$2,262.00 per month, effective as of December 1, 1981.

- (7) Laborer on Repairs, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (8) Laborer on Repairs, (as asphalt raker, paintman or jackhammerman), \$12.25 per hour, effective as of June 1, 1981, \$12.67 per hour, effective as of December 1, 1981.
- (9) Laborer on Repairs, (as street repair foreman), \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, as effective as of December 1, 1981.
- (10) Asphalt Raker, \$12.52 per hour, effective as of June 1, 1981, \$12.67 per hour, effective as of December 1, 1981.
- (11) Asphalt Smoother, \$12.32 per hour, effective as of June 1, 1981, \$12.47 per hour, effective as of December 1, 1981.
- (12) Asphalt Tamper, \$12.32 per hour, effective as of June 1, 1981, \$12.47 per hour, effective as of December 1, 1981.
- (13) Asphalt Helper, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (14) Asphalt Helper, (as asphalt smoother or tamper), \$12.32 per hour, effective as of June 1, 1981, \$12.47 per hour, effective as of December 1, 1981.
- (15) Asphalt Helper, (as paintman, jackhammerman, or asphalt raker), \$12.52 per hour, effective as of June 1, 1981, \$12.67 per hour, effective as of December 1, 1981.
- (16) Asphalt Helper, (as foreman), \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.
- (17) Laborer, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (18) Laborer (as jackhammerman), \$12.52 per hour, effective as of June 1, 1981, \$12.67 per hour, effective as of December 1, 1981.
- (19) Laborer (as acting foreman), \$12.90 per hour, effective as of June 1, 1981, \$13.05 per hour, effective as of December 1, 1981.

SECTION 2: The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Water Distribution and Construction Laborers.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved:

- (1) Foreman of Pipe Yards, \$13.10 per hour, effective as of June 1, 1981, \$13.25 per hour, effective as of December 1, 1981.
- (2) Freight Tunnel Maintenance Man, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.

- (3) General Foreman of Construction Laborers, \$2,430.00 per month, effective as of June 1, 1981, \$2,456.00 per month, effective as of December 1, 1981.
- (4) Diver, \$21.10 per hour, effective as of June 1, 1981, \$21.25 per hour, effective as of December 1, 1981.
- (5) General Foreman of Laborers, \$2,387.00 per month, effective as of June 1, 1981, \$2,413.00 per month, effective as of December 1, 1981.
- (6) Foreman of Laborers, \$13.10 per hour, effective as of June 1, 1981, \$13.25 per hour, effective as of December 1, 1981.
- (7) Foreman of Construction Laborers, \$13.10 per hour, effective as of June 1, 1981, \$13.25 per hour, effective as of December 1, 1981.
- (8) Laborer - W.D., \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (9) Laborer - W.D., (as mucker, scaffold man, or second-bottom man), \$12.47 per hour, effective as of June 1, 1981, \$12.62 per hour, effective as of December 1, 1981.
- (10) Laborer - W.D., (as bottom man, jackhammerman or on acid tanks), \$12.60 per hour, effective as of June 1, 1981, \$12.75 per hour, effective as of December 1, 1981.
- (11) Laborer - W.D., (sub-foreman), \$12.80 per hour, effective as of June 1, 1981, \$12.95 per hour, effective as of December 1, 1981.
- (12) Construction Laborer, \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (13) Construction Laborer (as underground concrete laborer or car pusher), \$12.37 per hour, effective as of June 1, 1981, \$12.52 per hour, effective as of December 1, 1981.
- (14) Construction Laborer (as mucker), \$12.47 per hour, effective as of June 1, 1981, \$12.62 per hour, effective as of December 1, 1981.
- (15) Construction Laborer (as jackhammerman or miner), \$12.60 per hour, effective as of June 1, 1981, \$12.75 per hour, effective as of December 1, 1981.
- (16) Construction Laborer (Sub-Foreman), \$12.80 per hour, effective as of June 1, 1981, \$12.95 per hour, effective as of December 1, 1981.
- (17) Stores Laborer \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (18) Laborer (Navy Pier) \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.
- (19) Yard Laborer \$12.25 per hour, effective as of June 1, 1981, \$12.40 per hour, effective as of December 1, 1981.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

Lather.

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the title herein specified is approved and to be effective as of June 1, 1981:

- (1) Lather, \$15.40 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

Lineman.

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Lamp Maintenance Man, \$12.03 per hour.
- (2) Lamp Maintenance Man (Sub-Foreman), \$12.27 per hour.
- (3) Foreman of Lamp Maintenance Men, \$12.85 per hour.
- (4) Assistant Foreman of Lamp Maintenance Men, \$12.60 per hour.
- (5) Lamp Repairer, \$12.27 per hour.
- (6) Lamp Repairer (Sub-Foreman), \$12.60 per hour.
- (7) Lineman, \$17.05 per hour.
- (8) Lineman Helper, \$12.10 per hour.
- (9) Foreman of Lineman, \$18.05 per hour.
- (10) Load Dispatcher, \$17.05 per hour.
- (11) General Foreman of Lineman, \$3,302.00 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

Machinist.

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Machinist, \$15.90 per hour.
- (2) Machinist (Sub-Foreman), \$16.90 per hour.
- (3) Machinist Helper, \$14.60 per hour.
- (4) Foreman of Machinists, \$16.90 per hour.
- (5) General Foreman of Machinists, \$3,103.00 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Marble Cleaner.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Marble Cleaners, \$12.45 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Motor Truck Driver.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Traffic Patrol Serviceman, \$2,176.00 per month.
- (2) Automotive Parts Man, \$12.80 per hour.
- (3) Automotive Parts Man (assigned-in-charge), \$13.40 per hour.
- (4) Chauffeur, \$13.15 per hour.
- (5) Supervising Chauffeur, \$13.80 per hour.
- (6) Equipment Dispatcher, \$13.15 per hour.
- (7) Garage Attendant, \$12.80 per hour.
- (8) Garage Attendant-in-Charge, \$13.40 per hour.
- (9) Motor Truck Driver Helper, \$12.80 per hour.
- (10) Motor Truck Driver \$13.15 per hour.

- (11) Motor Truck Driver (Operating Sweeper or Tow Truck), \$13.40 per hour.
- (12) Motor Truck Driver (Operating Dual Equipment or 5-axle Semi), \$13.60 per hour.
- (13) Foreman of Motor Truck Drivers, \$13.80 per hour.
- (14) General Foreman of Motor Truck Drivers, \$14.45 per hour.
- (15) Sanitation Worker Trainee (as Motor Truck Driver), \$13.15 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Hoisting Engineer.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Construction Equipment Inspector, \$2,771.00 per month.
- (2) Hoisting Engineer Apprentice, \$11.60 per hour.
- (3) Hoisting Engineer-In-Charge, \$16.30 per hour.
- (4) Hoisting Engineer (Long Boom), \$16.30 per hour.
- (5) Hoisting Engineer (Class I), \$15.80 per hour.
- (6) Hoisting Engineer (Class II), \$14.50 per hour.
- (7) Hoisting Engineer (Class III), \$13.05 per hour.
- (8) Foreman of Hoisting Engineers, \$16.30 per hour.
- (9) Superintendent of Hoisting Engineers, \$2,962.00 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Steam Roller Engineer-Paving Worker.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Steam Roller Engineer Apprentice, \$11.55 per hour.
- (2) Steam Roller Engineer (Class I), \$15.45 per hour.

- (3) Steam Roller Engineer (Class II), \$14.90 per hour.
- (4) Steam Roller Engineer (Class III), \$13.90 per hour.
- (5) Steam Roller Engineer (Class IV), \$12.65 per hour.
- (6) Steam Roller Engineer (Class V), \$11.55 per hour.
- (7) Steam Roller Engineer (Field Mechanic-Welder), \$15.45 per hour.
- (8) Steam Roller Engineer (Shop-Welder-Mechanic), \$14.40 per hour.
- (9) Steam Roller Engineer on Maintenance of Equipment (Shop or Yard), \$14.40 per hour, effective July 1 to November 15, 1981, \$12.55 per hour, effective November 16 to December 31, 1981.
- (10) General Foreman of Steam Roller Engineers, \$2,764.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Operating Engineers (Station).*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Service Engineer, \$3,066.50 per month.
- (2) Operating Engineer, Group C, \$13.74 per hour.
- (3) Operating Engineer, Group A, \$14.74 per hour.
- (4) Assistant Chief Operating Engineer, \$16.21 per hour.
- (5) Chief Operating Engineer, \$3,066.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Painter.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved and to be effective as of April 1, 1981:

- (1) Automotive Painter, \$13.25 per hour.
- (2) Automotive Painter (Sub-Foreman), \$14.08 per hour.

(3) General Foreman of Painters, \$2,584.50 per month.

(4) Painter, \$13.25 per hour.

(5) Painter (Sub-Foreman), \$14.08 per hour.

(6) Foreman of Painters, \$14.91 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Plasterer.*

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

SECTION 1. That the following wage rate of employees when doing work in accordance with the title herein specified is approved and to be effective as of June 1, 1981:

(1) Plasterer, \$14.39 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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*Plumber.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

(1) Plumber, \$16.30 per hour.

(2) Plumber (Sub-Foreman), \$16.80 per hour.

(3) Foreman of Plumbers, \$17.30 per hour.

(4) General Foreman of Plumbers, \$3,172.00 per month.

(5) Caulker, \$16.30 per hour.

(6) Pipe Locating Machine Operator, \$17.30 per hour.

(7) Assistant Foreman of Sewer Cleaning, \$16.80 per hour.

(8) Foreman of Sewer Cleaning, \$17.30 per hour.

(9) Chief Tapper, \$3,172.00 per month.

(10) Foreman of Water Pipe Construction, \$17.30 per hour.

(11) District Foreman of Water Pipe Construction, \$3,172.00 per month.

- (12) Plumbing Inspector, \$2,941.00 per month.
- (13) Plumbing Inspector in Charge, \$3,111.00 per month.
- (14) Assistant Chief Plumbing Inspector, \$3,198.50 per month.
- (15) House Drain Inspector, \$2,771.00 per month.
- (16) Hydrant Inspector, \$2,585.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Printer.*

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the title herein specified is approved and to be effective as of June 7, 1981:

- (1) Printer, \$11.79 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Composition Roofer.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Foreman of Roofers, \$16.55 per hour.
- (2) Roofer, (Sub-foreman), \$16.55 per hour.
- (3) Roofer, \$15.80 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Sheet Metal Worker.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Ventilation and Furnace Inspector, \$2,745.50 per month.
- (2) Sheet Metal Worker, \$16.15 per hour.
- (3) Sheet Metal Worker (Sub-foreman), \$16.65 per hour.
- (4) Foreman of Sheet Metal Workers, \$17.00 per hour.
- (5) General Foreman of Sheet Metal Workers, \$3,303.50 per month.
- (6) Foreman of Sign Shop, \$17.00 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Sign Hanger.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved and to be effective as of October 1, 1981:

- (1) Sign Hanger, \$11.66 per hour.
- (2) Foreman of Sign Hangers, \$11.91 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

—  
*Sign Painter.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of July 1, 1981:

- (1) Sign Painter Helper, \$11.05 per hour.
- (2) Sign Painter, \$11.98 per hour.
- (3) Foreman of Sign Painters, \$13.48 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Sprinkler Fitter.*

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

SECTION 1. That the following wage rate of employees when doing work in accordance with the title herein specified is approved and to be effective as of June 1, 1981:

- (1) Sprinkler Fitter, 17.00 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Fireman and Oiler.*

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

SECTION 1. That the following wage rates of employees when doing work in accordance with the titles herein specified are approved and to be effective as of May 25, 1981:

- (1) Boiler Washer, \$11.38 per hour.
- (2) Stationary Fireman, \$11.38 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Steamfitter.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Cooling Plant Inspector, \$2,947.00 per month.
- (2) Supervising Cooling Plant Inspector, \$3,060.00 per month.
- (3) Gas Meter Inspector, \$17.00 per hour.
- (4) Supervising Gas Meter Inspector, \$18.00 per hour.
- (5) Steamfitter, \$17.00 per hour.
- (6) Foreman of Steamfitters, \$18.00 per hour.
- (7) General Foreman of Steamfitters, \$3,293.50 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Structural Iron Worker.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Bridge and Structural Iron Worker, \$16.80 per hour.
- (2) Bridge and Structural Iron Worker (Sub-foreman), \$17.80 per hour.
- (3) Foreman of Bridge and Structural Iron Workers, \$17.80 per hour.
- (4) General Foreman of Bridge and Structural Iron Workers, \$3,259.00 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Tuck Pointer.*

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

SECTION 1. That the following wage rate of employees, when doing work in accordance with the title herein specified is approved and to be effective as of June 1, 1981:

- (1) Tuck Pointer, \$15.25 per hour.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

*Window Washer.*

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

SECTION 1. That the following wage rates of employees, when doing work in accordance with the titles herein specified are approved and to be effective as of June 1, 1981:

- (1) Window Washer, \$1,529.00 per month.
- (2) Window Washer (Sub-Foreman), \$1,550.00 per month.
- (3) Foreman of Window Washer, \$1,572.00 per month.

SECTION 2. The head of the department is authorized and directed to prepare and approve payrolls in accordance herewith and the City Comptroller and the City Treasurer are authorized to pass for payment payrolls in accordance herewith when properly approved.

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

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**Execution of Agency and Participation Agreement Authorized Between  
City and State of Illinois Necessary for On-Airport Obstruction  
Removal at Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of an Agency and Participation Agreement between the City of Chicago and the State of Illinois necessary for On-Airport Obstruction Removal at Chicago Midway Airport.

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

*Yeas*--Aldermen Roti, Barnett; Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*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 and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the following form:

[Agreement printed on pages 11563 thru 11568 of this Journal.]

SECTION 2. This ordinance shall become effective immediately upon its passage.

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**Execution of License Agreement Authorized Between City and Sears, Roebuck  
and Co. for Hangar Site at Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of a license agreement between the City of Chicago and Sears, Roebuck and Company for a hangar site at Chicago Midway Airport.

(Continued on page 11569)

AGENCY AND PARTICIPATION AGREEMENT  
Federal Assistance Airport Project

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

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

WITNESSETH:

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

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

WHEREAS, the project is more specifically described as the obstruction removal (buildings on airport); relocation assistance; and

WHEREAS, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 6-17-0025-06 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Two Hundred Forty Thousand Three Hundred Twenty Five Dollars (\$240,325); and

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

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

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

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

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered

by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.

6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
  - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
  - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Two Hundred Sixty-Seven Thousand Twenty-Eight Dollars (\$267,028) and the Division hereby agrees, with the approval of the Governor, to participate in the project, for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 16, House Bill 439 of the 82nd General Assembly provided that, in the event said funds appropriated lapse or expire due to time limitations, then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: on project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%). Subject to the approval of the Governor, the State will participate equally with the City to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount of the sponsors participation in the overall project to exceed \$13,351. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage State financial participation hereinabove provided for.

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates repectively here after set forth.

ATTEST:

\_\_\_\_\_  
Chief Engineer

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS  
Party of the First Part

BY \_\_\_\_\_  
Secretary

DATE \_\_\_\_\_  
(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF CHICAGO  
a municipal corporation  
of the State of Illinois  
Party of the Second Part

BY \_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Comptroller

BY \_\_\_\_\_  
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Assistant Corporation Counsel

DATE: \_\_\_\_\_

(Continued from page 11562)

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Commissioner of Aviation, subject to approval as to form and legality of the Corporation Counsel, is authorized to execute in behalf of the City of Chicago an agreement with Sears, Roebuck and Company at Chicago Midway Airport, said agreement to be in the following form:

This Agreement, dated this \_\_\_\_\_ day of July, 1982, between Sears, Roebuck and Company, a corporation of New York ("Sears") and the City of Chicago, an Illinois municipal corporation (the "City").

WITNESSETH:

Whereas, Sears presently occupies hangar space ("Old Hangar") at Chicago Midway Airport ("Midway"); and

Whereas, it will be necessary for the City to demolish Sears' Old Hangar subsequent to September 17, 1982 in order to construct an instrument landing system facility on such site; and

Whereas, Sears and the City desire to enter into a lease (the "Lease") whereby Sears will lease from the City a certain parcel of real estate at Midway (the "Property") as described in Exhibit A attached hereto; and

Whereas, Sears and the City desire the Lease to be effective as soon as practicable but said Lease is presently being negotiated; and

Whereas, Sears and the City desire that Sears construct a new hangar ("New Hangar") upon the Property;

Now, Therefore, Sears and the City agree as follows:

1. Sears will vacate the Old Hangar prior to September 17, 1982.
2. The City grants to Sears a license to occupy the Property effective at the date hereof for the period during which the Lease is being negotiated and approved, in accordance with the terms hereof:
  - (a) Sears may begin construction on the Property of a New Hangar. Sears shall have access to the Property for surveys, measurements, and construction at reasonable times and in a reasonable manner, as the Commissioner of the City of Chicago Department of Aviation ("Commissioner") shall direct. Prior to constructing the New Hangar, Sears shall have received the approval for all plans and specifications for the New Hangar from the Commissioner and the Commissioner of the City of Chicago

Department of Public Works. During the period of construction, the manner of construction shall be subject to such rules, regulations and safety limitations as the Commissioner shall provide.

- (b) If the Lease is not executed and approved within 90 days of this agreement, either party may give notice to the other of the intent to terminate the license. The license will terminate 60 days after such notice of intent is sent. Notices are to be sent to the City of Chicago care of Commissioner, Department of Aviation, Room 1111 City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to Sears, Roebuck and Company care of John D. Cunningham, Sears Tower, Chicago, Illinois 60684.
- (c) At the termination of the license, except termination by reason of Sears and the City having entered into a lease for the Property, Sears will have vacated the Property. In addition, at such time Sears will have removed all equipment and improvements located on the Property and will have restored the site to the condition as existed upon the date of this agreement.

3. Sears and the City will use their best efforts to negotiate, enter and have approved the Lease and do so expeditiously.

4. Sears will defend, indemnify, and hold harmless the City against all claims, losses, judgments, and any other liability, including costs and attorney's fees, for which the City is or may become liable resulting from or arising out of this agreement or Sears' use of, arising out of, or Sears' activities at Midway.

5. Sears shall pay the City \$2,500.00 per month for such license.

6. Sears, at the expense of Sears, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by City Comptroller for the protection of the City and/or Sears. Insurance requirements hereunder shall be subject to the sole determination of Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of Comptroller. All policies or endorsements thereto shall in all cases where possible name the City as co-insured thereunder.

Upon determination by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, shall deliver all policy originals or duplicate originals and endorsements thereto or certificates showing such insurance to be in effect, to Comptroller which shall be appended hereto as Exhibit B.

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

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

Sears shall, before commencing construction of the New Hangar, furnish to Comptroller a Performance Bond in form similar to City Form No. P.W.O. 62 in the full amount of the New Hangar contract with sureties satisfactory to said Comptroller.

7. Except for the provisions of paragraph 4 thereof, this agreement expires at the earlier of the effective date of the Lease, 60 days after notice is given pursuant to paragraph 2 hereof or six months from the date hereof.

[Signature forms omitted for printing purposes.]

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

---

**Authority Granted for Extension of Master License Agreement  
Between City and FAA for Operations at  
Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the renewal of a Master License Agreement between the City of Chicago and the Federal Aviation Administration for operations at Chicago Midway Airport.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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 Commissioner of Aviation and the City Comptroller, subject to the approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an extension to the Master License Agreement with the Federal Aviation Administration at Chicago Midway Airport, original agreement passed by the City Council June 7, 1978 (C.J.P. pp. 7802 - 7804), said extension to be in the following form:

[Extension Agreement printed on pages 11572 thru 11579 of this Journal]

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

---

**Authority Granted for Extension of Lease from City to FAA  
for Emergency Generator Room at Chicago  
Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the extension of a lease from the City of Chicago to the Federal Aviation Administration for an emergency generator room at Chicago Midway Airport.

(Continued on page 11580)

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GREAT LAKES REGION	CONTRACT SUPPLEMENT	SUPPLEMENT NO. 2 TO: DOT-FA77GL-1574 DATED: September 29, 1977
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Contract No. DOT-FA77GL-1574 is hereby amended. Article 9 the wording "September 30, 1980" is hereby deleted and the wording "September 30, 1985" is inserted.

All other terms and conditions of Contract No. DOT-FA77GL-1574 shall remain the same.

Supplement No. 1 shall become effective June 1, 1980.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

CITY OF CHICAGO  
(Lessor)

By \_\_\_\_\_

Title \_\_\_\_\_

UNITED STATES OF AMERICA

By Robert J. Puoci  
ROBERT J. PUOCI

Title Chief, Real Estate Branch, AGL-56

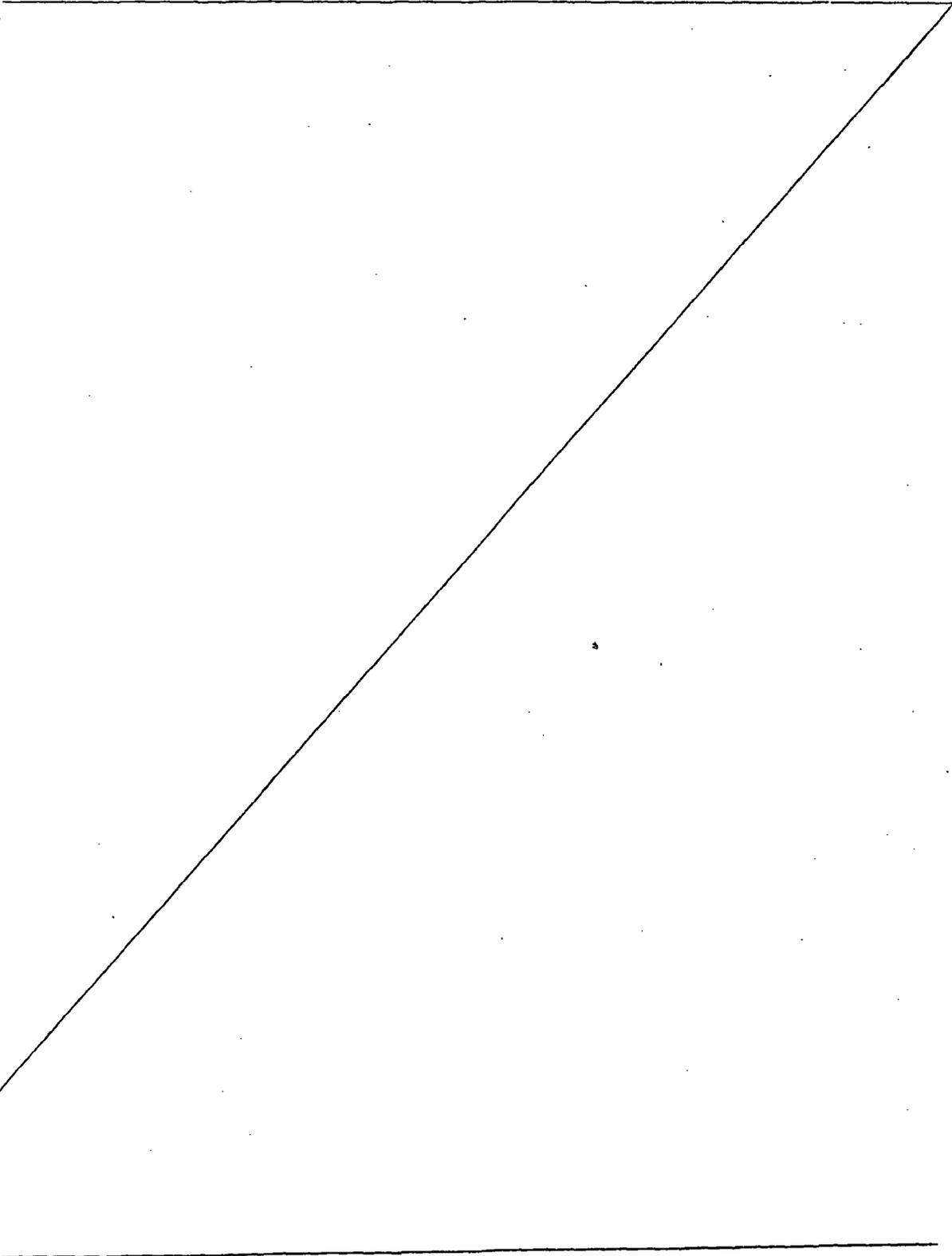
STANDARD FORM 2 FEBRUARY 1963 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-116.601	<b>U.S. GOVERNMENT          LEASE FOR REAL PROPERTY</b>
DATE OF LEASE	LEASE NO DOT-FA77GL-1574
<p>THIS LEASE, made and entered into this date by and between          City of Chicago          Department of Aviation          whose address is Room 1111, City Hall          Chicago, Illinois 60602</p> <p>and whose interest in the property hereinafter described is that of owner</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p>	
<p>WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:</p> <p>1. The Lessor hereby leases to the Government the following described premises: approximately Four Hundred and Three (403) square feet of space located on Concourse A, described as the north one-third of A-11, A9, between Columns 51 and 52 in the terminal building, Chicago Midway Airport, Chicago, Illinois</p> <hr/> <p>to be used for Federal Aviation Administration Engine Generator and related electrical equipment.</p> <p>2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 1977 through September 30, 1977, subject to termination and renewal rights as may be hereinafter set forth.</p>	
<p>6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:</p> <p>Heat and Electricity for overhead lights and convenience outlets.</p> <hr/> <p>7. The following are attached and made a part hereof:          The General Provisions and Instructions (Standard Form 2-A, May, 1970, edition).          Attachment "A" containing Articles 9, 10, 11, 12, 13 and 14 and Corporate Certificate.</p>	
<p>8. The following changes were made in this lease prior to its execution:</p> <p>Articles 3, 4 and 5 of SF 2 were deleted in their entirety.          Articles 1, 4, 5, 9 and 11 of SF 2-A were deleted in their entirety.          Article 16 of SF 2-A, the words "heirs, executors and administrators" were deleted.</p>	
<p>IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.</p>	
LESSOR  CITY OF CHICAGO  BY <i>[Signature]</i> Commissioner of Aviation  <i>[Signature]</i> Comptroller	Approved As To Form and Legality  <i>[Signature]</i> Ass't/ Corporation Counsel
UNITED STATES OF AMERICA  BY <i>[Signature]</i> Robert J. Puoci (Signature) Puoci	Contracting Officer <small>(Official Title)</small>

## Attachment "A" to Lease No. DOT-FA77GL-1574

9. This lease may at the option of the Government be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives the lessor 30 days' written notice that it will not exercise its option before this lease or any renewal thereof expires; provided that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 1980.
10. The initial term of this lease shall be as stated in Article 2; subsequent terms, if the renewal terms of Article 9 are exercised are (1) October 1, 1977 through September 30, 1978 and (2) October 1 through September 30 of each succeeding year.
11. The Government shall pay the lessor for the term set forth in Article 2, Six Hundred and Four Dollars and Fifty Cents (\$604.50) in arrears and Two Thousand Four Hundred Eighteen Dollars and No Cents (\$2,418.00) in arrears for each annual renewal exercised by the Government. Payments shall be made without submission of invoices or vouchers.
12. The Government upon specific prior written consent of the lessor shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government and may be removed by the Government prior to the expiration or termination of this lease. The lessor may, upon not less than 15 days written notice to the Government, before termination of the lease, require restoration of the leased premises. In this event, prior to the expiration or termination of this lease or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole election, either,
  - (1) restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or
  - (2) pay to the lessor a sum of money representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.
13. The Government shall have the right to install, operate and maintain a 1000 gallon underground fuel tank together with fuel lines, and the right to install, operate and maintain electrical conduits from the leased premises to the Air Traffic Control Tower.

2

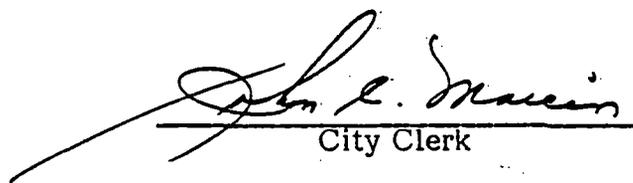
14. Lease No. DOT-FA77GL-1574 hereby cancels and replaces Lease No. DOT-FA75GL-0882. Article 14 is the concluding article of the lease.



Lease No. DOT-FA77GL-1574

CERTIFICATE OF AUTHORITY

I, John C. Marcin, certify that I am the City Clerk of the City of Chicago, a municipal corporation named in the attached agreement; that J. P. Dunne and Clark Burrus who signed said agreement on behalf of said corporation were then Commissioner of Aviation and Comptroller of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

 (CORPORATE SEAL)  
City Clerk

Lease No. DOT-FA77GL-1574

**GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS****U.S. Government Lease for Real Property****GENERAL PROVISIONS**~~1. SUBLET OF PREMISES.~~

~~The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.~~

**2. MAINTENANCE OF PREMISES.**

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

**3. DAMAGE BY FIRE OR OTHER CASUALTY.**

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

~~4. ALTERATIONS.~~

~~The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.~~

~~5. COVENANT AGAINST ASSIGNMENT.~~

~~A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.~~

**6. COVENANT AGAINST CONTINGENT FEES.**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

**7. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

**8. ASSIGNMENT OF CLAIMS.**

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

~~9. EQUAL OPPORTUNITY CLAUSE.~~

~~(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)~~

~~During the performance of this contract, the Contractor agrees as follows:~~

~~(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.~~

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

~~(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting~~

agent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such litigation by the contracting agency, the Contractor may defend the United States to enter into such litigation to protect the interests of the United States.

#### 10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

#### 11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

#### 12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

#### 13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

#### 14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

#### 15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

#### 16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

### CERTIFICATION

#### 1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

That he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

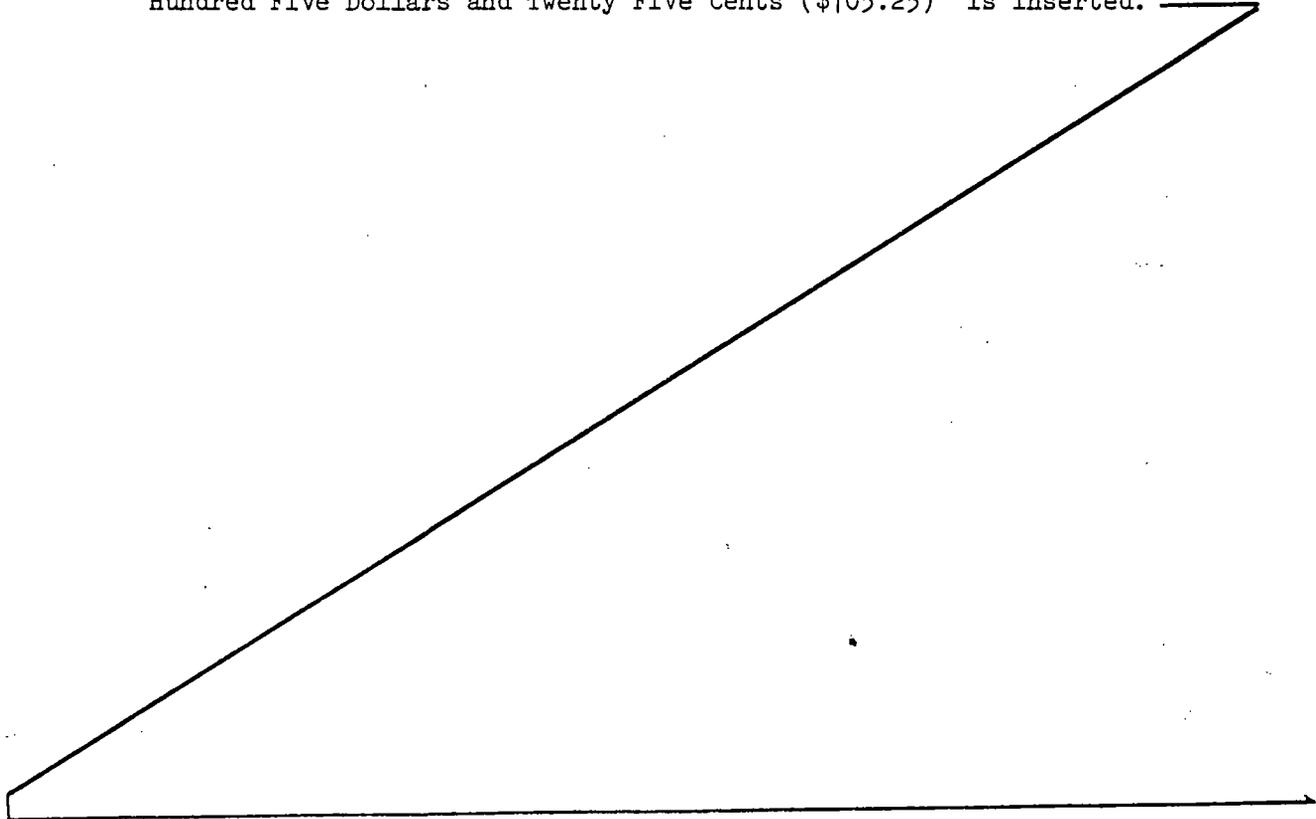
4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GREAT LAKES REGION	CONTRACT SUPPLEMENT	SUPPLEMENT NO. 1 TO: DOT-FA77GL-1574 DATED:
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Contract No. DOT-FA77GL-1574 is hereby amended. Article 2 of SF 2 the wording "July 1, 1977" is hereby deleted and the wording "June 16, 1977" is inserted. This is the result of early occupancy of the space by the Government.

Article 11 of Attachment "A" the wording "Six Hundred and Four Dollars and Fifty Cents (\$604.50)" is hereby deleted and the wording "Seven Hundred Five Dollars and Twenty Five Cents (\$705.25)" is inserted.



All other terms and conditions of Contract No. DOT-FA77GL-1574 shall remain the same.

Supplement No. 1 shall become effective September 29, 1977.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19.

CITY OF CHICAGO  
 \_\_\_\_\_  
 (Lessor)  
 By J. P. Dunne  
 Title Commissioner of Aviation

UNITED STATES OF AMERICA  
 \_\_\_\_\_  
 By Robert J. Puoci  
 Title Contracting Officer, AGI-56

(Continued from page 11571)

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*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 Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an extension to an agreement with the Federal Aviation Administration at Chicago Midway Airport, original agreement passed by the City Council September 28, 1977 (C.J.P. pp. 5931-5941), said extension to be in the following form:

[Extension Agreement printed on pages 11581 thru 11598 of this Journal.]

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

**City Comptroller Authorized to Advertise for Sale Parcels of  
City-owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned vacant 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*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):

*No. 2084 N. Milwaukee Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

(Continued on page 11599)



US Department of Transportation  
Federal Aviation Administration

Great Lakes Region  
Contract Supplement

Supplement No.

1

To:

DOTFA78GL-2091

Dated:

June 7, 1978

Contract No. DOTFA78GL-2091 is hereby amended as follows:

The certain wording in Article 11, second paragraph "September 30, 1980" is deleted and the wording "September 30, 2000" is inserted.

All other terms and conditions of Contract No. DOTFA78GL-2091 shall remain the same.

Supplement No. 1 shall become effective November 1, 1981

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Lessor:  City of Chicago	United States of America  <i>Robert J. Puoci</i>
By:	By:  Robert J. Puoci
Title:	Title:  Chief, Real Estate Branch, AGL-56

No. DOT-FA78GL-2091

MASTER LICENSE AGREEMENT  
BETWEEN  
THE CITY OF CHICAGO  
AND  
THE FEDERAL AVIATION ADMINISTRATION  
AT  
CHICAGO MIDWAY AIRPORT  
CHICAGO, ILLINOIS

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FAA No. DOT-FA78GL-2091

THIS MASTER LICENSE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1978, between the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereinafter called "Licensor" and the United States Government, Department of Transportation, Federal Aviation Administration hereinafter called "Licensee".

W I T N E S S E T H:

Article I

SCOPE OF AGREEMENT

That Licensor for and in consideration of the benefits to the operation of the national air traffic control system and to the general public utilizing same, hereby grants to Licensee a license and privilege to install, locate, relocate, operate and maintain necessary navigation/communication facilities, and to remove same, as may be approved by Licensor's Commissioner of Aviation on various sites, hereinafter called "premises", at Chicago-Midway Airport situated in the City of Chicago, County of Cook, State of Illinois at locations as shown on Exhibit "A" attached hereto, and as may be further shown on a current plat of said airport on file in the offices of the Commissioner of Aviation of Licensor, and the Great Lakes Regional Office of Licensee.

Article II

TERM

This agreement shall be in effect from and after the dates above cited and shall remain in force for and until the 30th day of September,

FAA No. DOT-FA78GL-2091

1978, and may thereafter, at the option of the Licensee, be renewed from year to year upon the terms herein specified.

Licensee's option shall be deemed exercised and the agreement renewed each year for one (1) year unless Licensee gives thirty (30) days written notice that it will not exercise said option; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 30, 1980, and, provided further that this agreement may otherwise be cancelled by either party upon six (6) months notice in writing.

In case of partial cancellation by Licensor, the Licensor shall provide acceptable space elsewhere on the airport for the concerned FAA facilities. The Licensor has the right to cancel this agreement in its entirety only after providing other suitable procedures for accomplishing the purposes of this agreement or in case the airport ceases operations.

### Article III

#### INGRESS AND EGRESS

Licensee shall have the right of ingress and egress necessary and convenient for the installation, location, relocation, operation and maintenance of the air navigation/communications facilities and appurtenances thereto, including utility connections necessary therefor, and for the removal of such facilities and appurtenances upon cancellation.

Said right of ingress and egress shall be over a reasonably convenient and direct route as may be mutually agreed upon between Licensee and the Commissioner of Aviation.

## Article IV

## COVENANT AGAINST OBSTRUCTIONS

Licensor agrees not to erect or to allow to be erected on the described premises or on adjacent property of the Licensor, any structure or obstruction of whatsoever kind or nature as will interfere with the proper operation of the facilities to be installed by Licensee under the terms of this agreement unless consent thereto shall first be secured from the Licensee in writing.

## Article V

## CONSTRUCTION

Licensee agrees that in all construction required under the terms and conditions of this agreement, Licensee shall, prior to construction, submit plans and specifications to the Commissioner of Aviation and the Commissioner of Public Works for review and approval prior to the commencement of construction.

It is further understood and agreed that all such construction, once approved, shall be conducted and performed in a manner and form adequate to insure the safety of said airport. Licensee and its contractor shall conduct their operations in a manner not to jeopardize the safety and operation of said airport. If any act or omission to act as required under this agreement causes or will cause a condition or conditions jeopardizing the safety and/or operations of said airport, then, upon notification of said condition by the Commissioner of Aviation, same shall immediately cease, or steps shall be taken to correct said condition or conditions.

## Article VI

## INSURANCE

Licensee agrees that Licensor shall be named as coinsured under all insurance policies required by Licensee of any contractors or sub-contractors to whom contracts are let by Licensee for any construction work required under the terms of this agreement.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Product Liability, Property Damage, Workmen's Compensation and Scaffolding Act.

## Article VII

## REMOVAL OF PROPERTY

All structures, improvements, or other property placed upon the said premises by Licensee shall remain its property and shall be removed by it upon cancellation of one or more of the individual installations or upon expiration, termination, or cancellation of this entire agreement. In either case removal of property shall be effected within a reasonable time of cancellation.

Licensee shall restore the said premises to their original condition or such modification thereof as shall be agreed upon between the parties and approved in writing by the Commissioner of Aviation.

## Article VIII

## CANCELLATION OF PREVIOUS LICENSES

It is understood and agreed that upon execution of this agreement the licenses shown on Exhibit "E" and currently in effect between Licensor

and Licensee shall be and are hereby cancelled and the locations of the air navigational/communication facilities now installed at Chicago Midway

Airport shall be considered as installed under the provisions and terms of this agreement.

#### Article IX

#### AMENDMENTS

It is understood and agreed that, from time to time, minor changes or revisions may be necessary concerning navigational/communication facilities which have already been installed according to the terms of this agreement, such as certain engineering improvements to incorporate advanced technology or simply the revision of the legal description of a given site. Approval of such changes shall be processed through the use of the form identified as "Proposed Amendment", attached hereto as Exhibit "C" and made a part of this agreement.

It may also be necessary from time to time to make major changes in the plans for air navigational/communication facilities which have already been approved but prior to actual construction of said facilities. Approval for such changes shall likewise be processed by the use of the "Proposed Amendment" form, attached hereto as Exhibit "C".

When, however, proposed changes involve substantial siting changes or major construction, such as to constitute a replacement of a given installation with a new facility or its relocation, then the procedures for the cancellation of the one facility and the installation of a new one are to be followed.

## Article X

## REVISION OF EXHIBITS

The plat of said airport attached hereto as Exhibit "A" shall be revised each year by the Licensee on the renewal date of this master licensee agreement to show any changes which may have been effected under the terms and conditions of said agreement.

Licensee shall also update annually on the same renewal date the list of Federal Aviation Administration Navigational/Communication Facilities attached hereto as Exhibit "E" to show the changes corresponding to those shown on Exhibit "A". This revision shall take cognizance of the fact that installation numbers formerly assigned to decommissioned installations shall have been picked up and reassigned to new installations.

Licensee shall transmit three (3) copies of each of the revised Exhibits "A" and "E" to the Commissioner of Aviation for his review, approval and file by the 30th day of October of each successive renewal term.

## Article XI

## INSTALLATION, AMENDMENT AND CANCELLATION FORMS

All requests for a new air navigational/communication facilities site will be submitted and approved in writing on the form identified as "Proposed Installation", attached hereto as Exhibit "B" and made a part of this agreement.

All requests for changes in air navigation/communication facilities already installed or approved for installation according to the terms

of this agreement will be submitted and approved in writing on the form identified as "Proposed Amendment" and attached hereto as Exhibit "C".

All notices for cancellation of an air navigation/communication facilities site will be submitted in writing on the form identified as "Proposed Cancellation", attached hereto as Exhibit "D" and made a part of this agreement.

#### Article XII

##### NOTICES

Notices to the Licensor provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, Room 1111, City Hall, Chicago, Illinois, 60602, and notices to Licensee provided for herein may be sent by registered mail, postage prepaid, addressed to the Federal Aviation Administration at 2300 East Devon Avenue, Des Plaines, Illinois, 60018, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

#### Article XIII

##### NON-PARTICIPATION IN AGREEMENT

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

FAA No. DOT-FA78GL-2091

Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

#### Article XIV

#### COVENANT AGAINST CONTINGENT FEES

The Licensor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement for a commission, brokerage, percentage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

For breach or violation of this warranty the Licensee shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, the full amount of such commission, brokerage, percentage or contingent fee.

#### Article XV

#### EQUAL OPPORTUNITY

Licensee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such

action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1973, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1973, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1973, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1973, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60, and part 21, regulations of the Office of the Secretary of

FAA No DOT-FA78GL-2091

Transportation.

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

Execution of this Master License Agreement authorized by Ordinance of the City Council of the City of Chicago passed

June 7, 1978  
(C.J.P. 7802-7804 ).

FAA No. DOT-FA78GL-2091

IN WITNESS WHEREOF, the Parties hereto have caused this Master License Agreement to be executed on the day and year first above written.

CITY OF CHICAGO

BY: *J. Silveira*  
Commissioner of Aviation

BY: *Clark Curran*  
City Comptroller

UNITED STATES GOVERNMENT  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

BY: *Robert J. Puore*  
Realty Specialist AGL-56

APPROVED AS TO FORM AND LEGALITY

*[Signature]*  
Assistant Corporation Counsel

July 15, 1982

REPORTS OF COMMITTEES

11595

FAA No. \_\_\_\_\_  
INSTALLATION No. \_\_\_\_\_

PROPOSED INSTALLATION

The FAA proposes to install, on Chicago Midway Airport, an Air Navigational/Communication Facility to be known as

---

and to be located as shown on the attached plat and the Formal Land Description according to the Midway Coordinate System for the following real estate rights:

By signature of its authorized representative, the City of Chicago hereby approves the installation of this proposed facility and incorporates it into the Master License Agreement (FAA No. DOT-FA78GL-2091) for Air Navigational/Communication Facilities as executed between the City of Chicago and the Federal Aviation Administration dated \_\_\_\_\_

\_\_\_\_\_ A. D., 1978.

This approval is subject to and contingent upon all the terms and conditions of said Master License Agreement, including the approval of plans and specifications required in the first paragraph of Article V.

FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

CITY OF CHICAGO

By: \_\_\_\_\_

Chicago, Illinois \_\_\_\_\_

\_\_\_\_\_ A. D., 1978.

FAA No.

INSTALLATION No. \_\_\_\_\_

PROPOSED AMENDMENT

The FAA proposes to make the following change(s) to the above referenced Air Navigational/Communication Facility, at Chicago Midway Airport, and commonly known as

1. A description of the proposed change(s) is as follows:  
(Use extra sheet if necessary)

2. Any change(s) in the demised premises (if applicable) is shown on the attached plat and the Formal Land Description according to the Midway Coordinate System for the following real estate rights:

By signature of its authorized representative, the City of Chicago hereby approves the change(s) described hereinabove and incorporates same into the Master License Agreement (FAA No. DOT-FA78GL-2091) for Air Navigational/Communication Facilities as executed between the City of Chicago and the Federal Aviation Administration dated \_\_\_\_\_ A. D. 1978.

This approval is subject to and contingent upon all the terms and conditions of said Master License Agreement, including the approval of plans and specifications required in the first paragraph of Article V.

FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

CITY OF CHICAGO

By: \_\_\_\_\_

Chicago, Illinois \_\_\_\_\_

\_\_\_\_\_ A.D. 1978

July 15, 1982

REPORTS OF COMMITTEES

11597

FAA No. \_\_\_\_\_  
INSTALLATION No. \_\_\_\_\_

PROPOSED CANCELLATION

The FAA is hereby notifying the City of Chicago that the Air Navigational/  
Communication Facility located on Chicago Midway Airport and commonly  
known as

\_\_\_\_\_  
\_\_\_\_\_

is no longer required by the FAA and that all structures and improvements  
are to be removed in accordance with the terms of the Master License  
Agreement (FAA No. DOT-FA78GL-2091). Installation No. \_\_\_\_\_  
is hereby cancelled.

FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

CITY OF CHICAGO

By: \_\_\_\_\_

Chicago, Illinois \_\_\_\_\_

\_\_\_\_\_ A. D. 1978

EXHIBIT "D"

FAA No. DOT-FA78GL-2091

The following is a list of the Federal Aviation Administration Navigational/Communication Facilities now installed at Chicago Midway Airport.

In any revisions of this list all lease numbers will be deleted in as much as all the facilities now installed shall be considered as installed under the provisions and terms of this agreement. It is further understood and agreed that all former approvals, letters and agreed upon rights granted by Licensor to Licensee shall be in effect and shall apply in this Master License Agreement.

<u>Current Lease No.</u>	<u>Facility</u>	<u>Installation No.</u>
Agreement	LOC/GS Cable	1
FA65CE-3426	REIL R/W 22L	2
	LOC R/W 4R	3
	GS R/W 4R	4
FA68CE-4946	V/G Power Cable (MM-IIS)	5
FA70CE-5793	LOC R/W 13R	6
	ALS R/W 13R	7
	RVR R/W 13R	8
	LOC R/W 31L	9
	MM R/W 31L	10
	GS R/W 31L	11
FA74GL-0614	RTR (ASR)	12

(Continued from page 11580)

Lot 78 in White and Cole's Resubdivision of Block 1 in South Stave's Subdivision of 53 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2084 N. Milwaukee Avenue, Permanent Tax No. 13-36-230-092).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 2842 S. Wallace St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 in Block 1 in T. S. Dobbin's Subdivision of South 3/4 of the East half of the West half of the Southwest quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2842 S. Wallace Street, Permanent Tax No. 17-28-312-042).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**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 nine 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*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):

*No. 1452 N. Cleveland Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures an Ill. Partnership, Allison Davis, No. 14 W. Erie Street, Chicago, to purchase for the sum of \$15,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7314 described as follows:

Lot 52 in Subdivision of Block 6 in State Bank of Illinois, Subdivision in the northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1452 N. Cleveland Avenue, Permanent Tax No. 17-04-122-033).

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 \$1,560.00 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. 851 N. Elston Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Thomas P. Driscoll, No. 855 N. Elston Avenue, Chicago, Ill., 60622 to purchase for the sum of \$3,010.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 4, 1981, page 7817 described as follows:

Lot 29 in Block 9 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 851 North Elston Avenue, Permanent Tax No. 17-05-414-015).

Such property to be subject to 1978 and 1979 General Taxes of record and, also, to General Taxes after delivery of Quitclaim Deed.

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$301.00 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. 1159 W. Garfield Blvd.  
Nos. 5505-5507 S. Racine Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Freeman Heard, No. 1151 W. Garfield Boulevard, Chicago, Ill., 60621 to purchase for the sum of \$6,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 4, 1981, page 7818 described as follows:

Lot 10 in Block 2 in Snyder's Subdivision of the West half of the Northwest quarter of the Northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1159 W. Garfield Blvd./ Nos. 5505-07 S. Racine Avenue, Permanent Tax No. 20-17-200-001).

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 \$650.00 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. 2262 N. Greenview Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Jack Rukin, No. 2267 N. Clybourn Avenue, Chicago, Ill., 60614 to purchase for the sum of \$2,700.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 22, 1981, page 7628 described as follows:

The North 25.7 feet of Lot 1 in Block 1 in Subdivision by the North Branch Distilling Company of the West half of Block 15 and Subdivision of Block 5 of the East half of said Block 15 in Sheffield's Addition to Chicago, Sections 29, 31, 32 and 33 Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2262 North Greenview Avenue, Permanent Tax No. 14-32-101-041).

Subject to 1978 taxes.

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 \$270.00 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. 1056 W. Huron St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Vincent J. and Geraldine Pompilio, his wife, No. 1048 W. Huron Street, Chicago, Ill. to purchase for the sum of \$4,650.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 4, 1981, page 7818 described as follows:

The West 1 foot of Lot 46 and Lot 47 (except the West 3.15 feet thereof) in Block 43 in Ogden's Addition to Chicago, in the Northeast quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1056 West Huron Street, Permanent Tax No. 17-08-204-034).

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 \$465.00 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. 1451 N. Mohawk St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures an Ill. Partnership, Allison Davis, No. 14 W. Erie Street, Chicago, Ill. to purchase for the sum of \$15,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7319 described as follows:

Lot 1 in Subdivision of Lot 6 of State Bank of Illinois a Subdivision of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to plat recorded December 20, 1965 in Book 163 page 79 in Cook County, Illinois (commonly known as No. 1451 N. Mohawk Street, Permanent Tax No. 17-04-122-001).

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 \$1,500.00 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. 3541 S. Princeton Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Leroy Perrino, No. 3551 S. Princeton Avenue, Chicago, Illinois to purchase for the sum of \$3,900.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed August 19, 1981, page 6907 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 S. 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 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 \$390.00 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. 6440 S. Rhodes Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Charles C. Machen, No. 6436 S. Rhodes Avenue, Chicago, Illinois to purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7320 described as follows:

Lot 17 in Block 2 in the Subdivision of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6440 S. Rhodes Avenue, Permanent Tax No. 20-22-210-040).

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.

No. 1612 N. Wolcott Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cecilia Turas, No. 1610 N. Wolcott Avenue, Chicago, Illinois, 60622, to purchase for the sum of \$2,200.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 4, 1981, page 7820 described as follows:

Lot 93 in Block 36 in Sheffields Addition to Chicago in the Southwest quarter of the Southeast quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1612 N. Wolcott Avenue, Permanent Tax No. 14-31-425-045).

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 \$220.00 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  
Parcels of City-owned Vacant Property at Certain Locations.**

The Committee on Finance submitted two 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

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):

*Nos. 1519-1521 N. Mohawk St.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Mid-Town Bank and Trust, Tr. No. 1018 No. 14 E. Erie Street, Chicago, Illinois to purchase for the sum of \$34,001.00, the City-owned vacant property, previously advertised pursuant to Council authority passed December 18, 1981, page 8566.

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 41 and 42 in Block 3 in Mark Skinner Subdivision of Blocks 2 and 3 and the West 33 feet of Block 1 of State Bank of Illinois Subdivision of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1519-1521 North Mohawk Street, Permanent Tax Nos. 17-04-109-015 and 016).

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. 3742 S. Martin Luther King Dr.*

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

SECTION 1. The City of Chicago hereby rejects the bid of South Park Baptist Church, No. 3722 S. Martin Luther King Drive, Chicago, to purchase for the sum of \$100.00 the City-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1981, pages 7319-20.

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 15 feet of Lot 65 and the North 5 feet of Lot 66 in J. B. Valliquette's Subdivision of the Northeast quarter of the Southeast quarter of the Southwest quarter of the East half of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois (commonly known as No. 3742 S. Martin Luther King Drive, Permanent Tax No. 17-34-319-014).

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.

**Authority Granted for Acceptance of Agreed Settlement  
for Acquisition of Property for New Animal Care  
and Control Facility.**

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

*Ordered.* That the recommendations of the Commissioner of Public Works contained in his communication of April 5, 1982, recommending the approval of the stipulated settlement in connection with the acquisition of property for a New Animal Care and Control Facility as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund No. 471-6110-610.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
New Animal Care and Control Facility	2741-2773 S. Western Avenue	\$501,000.00

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*Nays*--None.

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

**Authority Granted for Execution of Water Supply Contract  
Between City of Chicago and City of Harvey.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of a water supply contract between the City of Chicago and the City of Harvey.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*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 Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and the City of Harvey to be substantially in form as follows:

[Water Supply Contract is printed on pages 11608 thru 11618 of this Journal].

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

---

**Authority Granted for Execution of Water Supply Contract  
Between City and Northwest Suburban Municipal Joint  
Action Water Agency.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of a water supply contract between the City of Chicago and Northwest Suburban Municipal Joint Action Water Agency.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*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 Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and Northwest Suburban Municipal Joint Action Water Agency to be substantially in form as follows:

[Water Supply Contract printed on pages 11620 thru 11669 of this Journal]

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

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**Execution of Agreement Authorized between City, Metropolitan Sanitary District  
of Chicago, and Riverside Park, Ltd., Necessary for Proposed Development  
Located Near Chicago River and W. Washington St.**

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

(Continued on page 11619)

WATER SUPPLY CONTRACT BETWEEN THE CITY OF CHICAGO  
AND THE CITY OF HARVEY

THIS AGREEMENT made and entered into this 28<sup>TH</sup> day of JUNE A.D. 1982, and executed in sextuplicate originals (each executed copy constituting an original) by and between the CITY OF CHICAGO, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "CITY", and the CITY OF HARVEY in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

WITNESSETH:

WHEREAS, said CITY OF CHICAGO and the CITY OF HARVEY entered into a ten year agreement on the 12th day of May A.D. 1980 for the furnishing from the CITY'S water mains at the City limits at W. 129th Street and S. Halsted Street a supply of water for consumers located within the territorial limits of the CITY OF HARVEY not to exceed an annual average of 5,429,864 gallons per day in 1980 increasing to 5,790,000 gallons per day in 1989 with the maximum rate of flow from the CITY'S mains not to exceed twice the annual average daily withdrawal; and

WHEREAS, for the mutual benefit of both parties, the CITY OF CHICAGO and the CITY OF HARVEY have agreed to a cancellation of the present contract in favor of entering into a new contract; and

WHEREAS, the CITY OF CHICAGO is willing to enter into a new water supply contract with the CITY OF HARVEY and furnish water from existing connection to CITY'S water mains at the City limits at W. 129th Street and S. Halsted Street.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. SERVICE TO BE FURNISHED

(1) The CITY agrees to furnish to the CITY OF HARVEY and the CITY OF HARVEY agrees to purchase and take from the CITY under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the CITY from the CITY'S water mains at the CITY limits, W. 129th Street and S. Halsted Street to be used by the CITY OF HARVEY in supplying water to consumers located within the corporate limits of the CITY OF HARVEY and to one (1) account located outside the corporate limits of the CITY OF HARVEY.

(2) The CITY OF HARVEY is further authorized to resell water to the VILLAGE OF DIXMOOR, the VILLAGE OF PHOENIX and one (1) account outside its corporate limits, the VILLAGE OF POSEN and two (2) accounts outside its corporate limits, the VILLAGE OF HAZEL CREST, the VILLAGE OF RIVERDALE, the VILLAGE OF HOMEWOOD and the VILLAGE OF FLOSSMOOR.

B. QUANTITY OF WATER TO BE FURNISHED

(1) For consumers located within the corporate limits of the CITY OF HARVEY and to include additional amounts of water for resale to the VILLAGE OF DIXMOOR, the VILLAGE OF PHOENIX, the VILLAGE OF POSEN, the VILLAGE OF HAZEL CREST, the VILLAGE OF RIVERDALE, the VILLAGE OF HOMEWOOD and the VILLAGE OF FLOSSMOOR, the quantities of water for the years are as indicated:

<u>YEAR</u>	<u>ANNUAL AVERAGE DAILY QUANTITY IN GALLONS</u>
1982	10,891,000
1983	11,028,000
1984	15,497,000
1985	15,648,000
1986	15,806,000
1987	16,020,000
1988	16,233,000
1989	16,448,000
1990	16,666,000
1991	16,791,000

These quantities are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the Illinois Department of Transportation. These quantities will be automatically adjusted during the life of this contract to reflect any allocation changes that may be made by the Illinois Department of Transportation. The quantities will be reduced by the amount that the VILLAGE OF HAZEL CREST receives through the MIDLOTHIAN-MARKHAM WATER COMMISSION water main and by the amount that the VILLAGE OF RIVERDALE receives through the VILLAGE OF RIVERDALE water main.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal of water from the City's mains shall not exceed two times the annual average daily contract amount.

(3) The CITY OF HARVEY agrees to install a flow control system at the meter vault on existing water service connection to CITY'S water main at the City limits, W. 129th Street and S. Halsted Street, when requested by the CITY, in order to regulate the flow of water as herein provided.

(4) The quantities of water to be furnished are to be supplied to the one (1) CITY and seven (7) VILLAGES for the years as indicated:

<u>YEAR</u>	<u>City of Harvey</u>	<u>Dixmoor</u>	<u>Villages of Phoenix</u>	<u>Posen</u>
1982	5,560,000	353,000	232,000	450,000
1983	5,650,000	349,000	230,000	460,000
1984	5,700,000	346,000	228,000	471,000
1985	5,750,000	343,000	227,000	481,000
1986	5,760,000	340,000	225,000	492,000
1987	5,770,000	340,000	226,000	502,000
1988	5,780,000	341,000	227,000	513,000
1989	5,790,000	341,000	228,000	524,000
1990	5,800,000	342,000	229,000	535,000
1991	5,820,000	342,000	229,000	539,000

<u>YEAR</u>	<u>Hazel Crest</u>	<u>Villages of Riverdale</u>	<u>Homewood</u>	<u>Floosmoor</u>
1982	1,253,000	3,043,000		
1983	1,290,000	3,049,000		
1984	1,337,000	3,056,000	3,219,000	1,140,000
1985	1,385,000	3,063,000	3,235,000	1,164,000
1986	1,488,000	3,062,000	3,251,000	1,188,000
1987	1,591,000	3,063,000	3,303,000	1,225,000
1988	1,693,000	3,062,000	3,355,000	1,262,000
1989	1,796,000	3,062,000	3,407,000	1,300,000
1990	1,899,000	3,063,000	3,460,000	1,338,000
1991	1,950,000	3,062,000	3,489,000	1,360,000

These quantities are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the Illinois Department of Transportation. These quantities will be automatically adjusted during the life of this contract to reflect any allocation changes that may be made by the Illinois Department of Transportation. The quantities will be reduced by the amount that the VILLAGE OF HAZEL CREST received through the MIDLOTHIAN-MARKHAM WATER COMMISSION water main and by the amount that the VILLAGE OF RIVERDALE receives through the VILLAGE OF RIVERDALE water main.

C. STANDARD TERMS AND CONDITIONS

1. GENERAL

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the CITY OF HARVEY to renew said agreement for successive like terms, written notice thereof to be submitted to the CITY six months prior to the expiration of each said ten year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Bureau of Resource Management.

(2) No officer, official or agent of the CITY has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the CITY by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the CITY'S rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated by the Illinois Department of Transportation to the CITY OF HARVEY and the seven (7) entities served by the CITY OF HARVEY.

(6) The CITY will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The CITY OF HARVEY may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the CITY. This shall not apply to emergency service provided to other CITY water users.

## II. REPORTING REQUIREMENTS

(8) The CITY OF HARVEY shall submit quarterly reports to the CITY listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The CITY OF HARVEY shall maintain suitable records of the hourly and daily consumption of water by the consumers and these records shall be available to the CITY at all reasonable times.

(10) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the CITY OF HARVEY agrees to submit to the Commissioner of Water of the CITY a written copy of the prevailing water rate schedule as applicable to its water consumers.

(11) The CITY OF HARVEY shall submit to the CITY by the 10th day of each month, a report showing the amount of water received the previous month from the CITY and the amount furnished to consumers. The CITY OF HARVEY shall

also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the CITY from time to time.

### III. RESERVATIONS

(12) In the event of a default in payment of a water bill by the CITY OF HARVEY, the CITY reserves the right to require the CITY OF HARVEY to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(13) The CITY reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the CITY OF HARVEY.

### IV. WATER QUALITY

(14) The CITY shall supply the CITY OF HARVEY with water of a quality commensurate with that furnished to its consumers within its CITY limits.

(15) The CITY OF HARVEY shall receive its supply of water from the CITY by a means or method approved by the CITY'S Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The CITY bears no degree of responsibility for the water quality at any point beyond the meter vault. The CITY OF HARVEY bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(17) The CITY OF HARVEY shall notify and keep the CITY informed of the responsible individual in charge of operations.

(18) The CITY OF HARVEY shall immediately notify the CITY'S Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The CITY reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the CITY OF HARVEY and to perform required tests.

V. EQUIPMENT AND OPERATION

(20) The CITY OF HARVEY shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the CITY'S water system. -- Each service main shall be equipped with a valve located within the CITY limits and said valve shall be under the sole and complete control of the CITY and will mark the limit of the CITY'S responsibility for maintenance of the piping system.

(21) The CITY OF HARVEY shall provide and maintain any and all devices expressly requested by the CITY'S Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(22) The CITY OF HARVEY shall provide the meters, vaults with sump pumps and related devices, adhering to CITY Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the CITY Meter Shop for testing and picked up promptly after testing, all at the expense of the CITY OF HARVEY prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the CITY'S Commissioner of Water before an authorization for installing the meters and related devices will be issued. The CITY OF

HARVEY shall place the meters and related devices in a vault or other protective structure near the CITY limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The CITY'S representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the CITY'S representatives and the CITY OF HARVEY shall pay for repairs and replacement made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the CITY'S Commissioner of Water for the purpose of billing the CITY OF HARVEY. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(25) The City of Harvey shall assure that reservoirs of sufficient capacity are provided to store twice the annual daily average allocation of water to the CITY OF HARVEY and the VILLAGES furnished water by the Harvey Water System as authorized by Illinois Department of Transportation Order Number LMO 80-4 and any revisions to the allocations. All reservoirs provided by the CITY OF HARVEY and the VILLAGES furnished water by the Harvey Water System shall be considered in meeting this requirement. The water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the Chicago Water System as uniformly as possible.

VI. RATES AND DISCOUNTS

(26) Charges for water furnished to the CITY OF HARVEY shall be at a rate fixed for like large quantities of water furnished through meters to consumers inside the CITY, said rate being fixed by City Ordinance.

(27) The CITY OF HARVEY shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the CITY.

IN WITNESS WHEREOF, the CITY OF CHICAGO has caused this agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk; the CITY OF HARVEY has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

COUNTERSIGNED:

\_\_\_\_\_  
CITY COMPTROLLER

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

CITY OF CHICAGO  
a Municipal Corporation

BY \_\_\_\_\_  
MAYOR OF CITY OF CHICAGO

BY *John B. ...*  
COMMISSIONER OF WATER

ATTEST:

*Walter J. Johnson* (SEAL)  
CLERK, CITY OF HARVEY

APPROVED AS TO FORM AND LEGALITY,  
SUBJECT TO PROPER AUTHORIZATION  
AND EXECUTION THEREOF:

City of Harvey  
a Municipal Corporation

*James F. Weber*  
ASSISTANT CORPORATION COUNSEL  
OF THE CITY OF CHICAGO

BY *James G. Hain*  
MAYOR OF CITY OF HARVEY

(Continued from page 11607)

WHEREAS, The City Council of the City of Chicago has approved an ordinance vacating West Water Street between Washington and Randolph Streets as part of a plan of development at said site and whereas said vacation is dependent upon the approval of an agreement between the City of Chicago, the Metropolitan Sanitary District of Greater Chicago and Riverside Park, Ltd., a copy of said Agreement being incorporated herein by reference; and

WHEREAS, This Body has reviewed the vacation ordinance and the proposed agreement, and has been advised in detail as to the proposed development; now, therefore,

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

SECTION 1. That the proposed agreement between the City of Chicago, the Metropolitan Sanitary District and Riverside Park Ltd. is hereby authorized and approved.

SECTION 2. That the Mayor is hereby authorized to execute the same and the City Clerk to attest thereto.

SECTION 3. That this ordinance 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr--38.

*Nays*--None.

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

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

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

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following are said orders as passed:

(Continued on page 11670)

WATER PURCHASE AGREEMENT

BETWEEN

CITY OF CHICAGO

AND

NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION

WATER AGENCY

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 1982, is  
by and between the City of Chicago and the Northwest Suburban  
Municipal Joint Action Water Agency.

WITNESSETH

WHEREAS, the Northwest Suburban Municipal Joint Action Water Agency (the "Agency") is a municipal corporation, organized under the Northwest Suburban Municipal Joint Action Water Agency Agreement (the "Agency Agreement"). The Agency Agreement has been entered into initially by seven Illinois cities and villages pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (the "Act") [Ill.Rev.Stat. ch. 127, §741 et. seq.]; and

WHEREAS, the membership of the Agency is comprised of the seven original members plus such other cities and villages as may in the future join the Agency as additional members (together the "Municipalities"); and

WHEREAS, the Agency is established for the purpose of providing adequate supplies of potable Lake Michigan water (the "Lake Water") on an economical and efficient basis for the Municipalities; and

WHEREAS, the Agency, in order to reduce the cost of providing water for the Municipalities, may, with the consent of the City of Chicago, provide Lake Water for other water suppliers, including private corporations, as may from time to time contract with the Agency for Lake Water (the "Water

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Suppliers"), all in accordance with applicable allocations of Lake Water by the State of Illinois; and

WHEREAS, the Municipalities have (or shall have) each received (and the Water Suppliers shall have each received) an allocation of Lake Water pursuant to the Level of Lake Michigan Act, as now or hereafter amended or replaced (the "State Water Allocation") [Ill.Rev.Stat. ch. 19, §119 et.seq.]; and

WHEREAS, the Agency intends to provide and operate a water supply system outside the corporate limits of the City of Chicago to obtain, receive, store, pump and transmit Lake Water from Chicago to the Municipalities and the Water Suppliers (the "Agency System"); and

WHEREAS, the Agency System is to be sized to serve the Municipalities on the basis of their projected water needs in the year 2020. As such, the Agency System will have a capacity based on a maximum day of 99 Million Gallons per Day ("MGD"); and

WHEREAS, the Agency intends to provide initially (i) the Agency System at an estimated construction cost of \$67,000,000 plus financing costs and (ii) the Initial Facilities and Initial Reservoirs to be located at O'Hare International Airport within the City of Chicago on the Site, all as provided for in the Agreement, in order to interconnect the

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Agency System with the City of Chicago water distribution system at an estimated construction cost of \$24,000,000 plus financing costs. The Agency System and the Initial Facilities and Initial Reservoirs are collectively referred to as the "Agency Project". The Agency also intends to provide from time to time such expansions or additions as necessary to the Agency Project; and

WHEREAS, the Agency proposes to issue its revenue obligations to finance the Agency Project and any necessary expansions or additions and to enter into water supply contracts with the Municipalities and the Water Suppliers. The payments on such contracts are to be sufficient to pay the costs to the Agency of operation (including costs of purchasing Lake Water) and maintenance of the Agency Project including any expansions and additions, to provide adequate depreciation, reserve or replacement funds for the Agency Project, including any expansions or additions, and to pay principal and interest on such obligations; and

WHEREAS, the Agency is authorized to enter into contracts to buy water pursuant to the Act and the Agency Agreement; and

WHEREAS, the Agency needs a water purchase agreement which will provide certainty of an adequate supply of Lake Water to sell to the Municipalities and Water Suppliers in order

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to be able to issue its revenue obligations to finance the costs of the Agency Project; and

WHEREAS, the City of Chicago (the "City") is the owner and operator of waterworks providing intake, treatment and distribution of Lake Water (the "City System"); and

WHEREAS, the City through the City System is capable of supplying Lake Water to the Agency in quantities as provided in this Agreement; and

WHEREAS, the City desires to own the Facilities and Reservoirs to be provided at O'Hare International Airport within the City and to be financed and operated by the Agency, as provided for in this Agreement, for the purpose of delivering Lake Water to the Agency System. The City proposes to acquire the Facilities and Reservoirs from the Agency through a buy-back arrangement with the Agency with periodic payments to the Agency to be in the form of credits against charges for Lake Water supplied the Agency; and

WHEREAS, the Agency desires to obtain a supply of Lake Water from the City in order to provide adequate supplies of Lake Water on an economical and efficient basis for the Municipalities and the Water Suppliers; and

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WHEREAS, the Agency and the City have determined that it is necessary and in their best interests for the Agency to contract with the City for a supply of Lake Water.

NOW THEREFORE, the City and the Agency agree as follows:

ARTICLE I-SERVICE TO BE FURNISHED

1.1. Purchase and Sale

The City agrees to furnish to the Agency for its use and for resale by the Agency to Municipalities and Water Suppliers, and the Agency agrees to purchase from the City Lake Water, all as provided in this Agreement.

1.2. Maintenance of Capacity

The City shall maintain the capacity within the City System to supply the Lake Water to be furnished from time to time under this Agreement.

1.3. Service to Additional Agency Members and Water Suppliers

1.3.1. The Agency may from time to time, with the prior written consent of the City, which consent shall not be unreasonably withheld, provide Lake Water to other cities and villages which join the Agency as additional members after the

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date of this Agreement or to Water Suppliers.

- 1.3.2. Any consent by the City, as provided for in Section 1.3.1, shall not obligate the City to supply Lake Water to the Agency in excess of the maximum amount of Lake Water to be furnished from time to time under Section 2.1.
- 1.3.3 Any consent by the City as provided for in Section 1.3.1 will not constitute acceptance of or approval by the City of the rates, fees and charges determined by the Agency for the resale to additional members of the Agency or Water Suppliers of Lake Water to be furnished from time to time by the City under this Agreement.
- 1.3.4 The rates, fees and charges determined by the Agency for the resale to additional members of the Agency or Water Suppliers shall identify the cost of Lake Water purchased from the City as the Basic Charge established pursuant to Section 5.1. This shall not in any way restrict the power of the Agency to set its rates, fees and charges at levels sufficient to comply with requirements of the resolu-

tions adopted or to be adopted by the Agency to provide for the issuance of its revenue obligations to finance the costs of any part of the Agency Project or any expansions or additions to it.

ARTICLE II-QUANTITIES OF WATER

2.1 Maximum Quantities

The City agrees to furnish to the Agency quantities of Lake Water as the Agency from time to time requests to enable it to supply Lake Water for the Agency and to the Municipalities and the Water Suppliers. The City's obligation under this Agreement shall not exceed in any calendar day in a calendar year the maximum daily amount of Lake Water set forth for such year, exclusive of Lake Water furnished to the City pursuant to Section 3.1.5, as follows:

<u>From</u>	<u>Through the end of</u>	<u>Maximum MGD</u>
First Service	1990	72.0
1991	1995	79.0
1996	2000	86.0
2001	2005	90.0
2006	2010	93.0
2011	2015	96.0
2016	Term of this Agreement	99.0

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## 2.2 State Water Allocations

2.2.1 The quantities of Lake Water supplied to the Agency by the City pursuant to Section 2.1 and the Agency's use and resale of that Lake Water shall, on an annual basis, not exceed the total of the State Water Allocations, including any allowable excess, in effect from time to time for the Municipalities and the Water Suppliers.

2.2.2 The Agency shall keep on file with the City a current list of the State Water Allocations in effect for the Municipalities and the Water Suppliers. Failure to have on file in timely fashion such current list shall not affect any other obligation of the parties under this Agreement.

## 2.3 Minimum Quantity

2.3.1 Except as otherwise provided in this Agreement the Agency shall purchase and pay for in any calendar year after that year in which the Agency Project is first placed in service no less than the amount of Lake Water specified for such year as follows:

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<u>From</u>	<u>Through the end of</u>	<u>Minimum Annual MG</u>
First Calendar Year after Service	1990	7300
1991	1995	8030
1996	2000	8760
2001	2005	9125
2006	2010	9490
2011	2015	9855
2016	Last Full Calendar Year within Term of this Agreement	10220

2.3.2 The minimum annual quantity required for any given year shall be reduced by any amount of Lake Water which the City failed to furnish upon request by the Agency in the year in question under this Agreement.

2.3.3 If, as of December 31 of any calendar year, except for the calendar year in which the Agency Project is first placed in service, the aggregate meter readings for the year just ended show that the Agency has taken less than the minimum quantities of Lake Water as provided in Sections 2.3.1 and 2.3.2 above, the City shall, within 30 days, notify the Agency of such fact together with the basis of the City's determination and afford the Agency an opportunity to contest such determination. Such determination shall

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account for in the aggregate meter readings a reduction for Lake Water furnished the City pursuant to Section 3.1.5 and any adjustments made during the year in question as provided for in Section 4.7. The City will, within 30 days of its notice to the Agency, render an additional bill to the Agency for the quantities of Lake Water which the Agency failed to take pursuant to the minimum requirements set forth in Section 2.3.1. If more than one rate of charge was applicable in such year, such bill shall be based on the rates in effect in such year in the same proportion as the number of days that any given rate was in effect bears to the twelve months of the year.

2.3.4 Nothing in this Agreement shall be construed to prohibit the Agency, the Municipalities or Water Suppliers from meeting their water needs in excess of the minimum quantities from ground water or any other source. The Agency shall have no liability whatsoever for any failure to purchase Lake Water in excess of such minimums.

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2.4 Emergency

- 2.4.1 If for any reason, including emergency, failure or malfunction in the City System, the City is unable to furnish in full the quantities of Lake Water to be furnished from time to time to the Agency, the City shall use due diligence to operate the City System during any such occurrence to provide Lake Water to the Agency insofar as practicable and shall, as promptly as possible, take such actions, including making and expediting repairs or adjustments, as are necessary to restore delivery to the Agency of the Lake Water to be furnished from time to time under this Agreement.
- 2.4.2 The Agency may purchase water from anyone in any amount and from any source in order to supply the Municipalities and Water Suppliers, in case of the failure of the City to supply water in the amounts specified in Section 2.1.
- 2.4.3 The Agency or the City shall each notify the other as promptly as practicable of all emergencies, failures, malfunctions or other conditions in their respective

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System which may directly or indirectly affect the other party's System.

- .2.4.4 The Agency and the City shall each notify and keep the other informed of the name of the individual(s) in charge of operations of their respective Systems.

ARTICLE III - TRANSMISSION, STORAGE AND DELIVERY

3.1 Transmission Facilities

- 3.1.1 The Agency will initially provide such transmission mains, pumping station and appurtenances (the "Initial Facilities") as it determines are needed to transmit Lake Water from the City's mains presently terminating at the eastern boundary of O'Hare International Airport in the vicinity of Lawrence Avenue, (the "Points of Connection") to the Reservoirs as defined in Section 3.2.1 and from such Reservoirs to the Points of Delivery as provided for in Section 3.6.1. The Agency will from time to time expand the Initial Facilities as it determines necessary to supply the Lake Water to be furnished it under this Agreement to the Municipalities

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and Water Suppliers ("Facilities Expansion"). The Initial Facilities and the Facilities Expansions are collectively referred to as the "Facilities".

3.1.2 The Facilities and any replacement or improvement of them shall generally conform to the plans and specifications for the Facilities set forth in Exhibit A. This exhibit shall be prepared and provided by the Agency subsequent to the execution of this Agreement by the parties, with the approval of the City, which approval shall not be unreasonably withheld. Exhibit A may be amended from time to time by the Agency, in consultation with the City, on 60 days written notice to the City. The Agency makes no warranty as to the characteristics or condition of the Facilities at the time title to the Facilities is conveyed to the City pursuant to Section 3.4.2 of this Agreement.

3.1.3 The City has the right during construction of the Initial Facilities and any Facilities Expansions to inspect at any time such construction and shall promptly notify the Agency of its findings as to

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the conformance of the construction with the plans and specifications for the Facilities established in Section 3.1.2.

3.1.4 The Agency will determine when the Initial Facilities or such Facilities Expansions as are provided are completed and such Facilities are first placed in service. The City shall have ten days after notice of such a determination by the Agency to inspect the Facilities in question and specify what, if any, work must be completed by the Agency to have the Facilities as provided generally conform to the plans and specifications set forth in Exhibit A.

3.1.5 Service to City at O'Hare

3.1.5.1 The City reserves the right, exercisable prior to completion by the Agency of final design and bid specifications for the Initial Facilities, to designate a location where, as part of the Initial Facilities, provision should be made for the City to install a metered connection to the transmission main constructed along the north boundary of O'Hare Inter-

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national Airport. Such interconnection is to be used solely for the purpose of supplementing the existing supply of Lake Water to such airport.

- 3.1.5.2 The City shall bear the costs for making such provision along the Initial Facilities' transmission main and for connecting its airport system to and severing it from such transmission main, including the purchase and installation of the meter. Plans and specifications for the connection and the meters must be submitted to and approved by the Agency prior to installation by the City.
- 3.1.5.3 The Agency agrees to furnish to the City and the City agrees to purchase from the Agency through the metered connection provided for in Section 3.1.5.1 quantities of Lake Water as the City may from time to time request to enable it to supply Lake Water solely to or on O'Hare Airport, provided that the amount and timing of such requests shall not interfere

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with supplying Lake Water to the Agency or by it to the Municipalities and Water Suppliers.

3.1.5.4 The charges for Lake Water furnished to the City under Section 3.1.5.3 shall, from time to time, be set by the Agency in order to reimburse the Agency for that portion of its operation, maintenance, replacement and improvement costs fully allocable to furnishing such Lake Water. Such shall be credited to the Agency against the charge for Lake Water on the regular billing(s) to the Agency subsequent to each instance of furnishing such Lake Water. The measurement and billing of Lake Water furnished to the City through the City's connection to the Initial Facilities' transmission main shall conform to the practices and procedures established in Articles IV and VI.

3.1.5.5 The quantities of Lake Water furnished pursuant to Section 3.1.5.3 shall be excluded from the determination of compliance by the Agency

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with the maximum and minimum quantities established by Sections 2.1 and 2.3.1 respectively, and shall be deducted from the quantity otherwise to be billed the Agency pursuant to Section 6.2.

-3.2.

Reservoirs

3.2.1 The Agency will construct reservoirs having a water storage capacity of not less than 20 million gallons (the "Initial Reservoirs"). If the Agency determines that the aggregate of the permanent daily State Water Allocations for the Municipalities and the Water Suppliers then in effect will exceed 45 MGD, the Agency will from time to time construct reservoirs having a water storage capacity of an additional  $6\frac{2}{3}$  million gallons for each full increment of  $3\frac{1}{3}$  million gallons of such aggregated permanent State Water Allocations in excess of 45 MGD up to a maximum 20 million gallons of additional water storage (the "Additional Reservoirs"). The Initial Reservoirs and the Additional Reservoirs are collectively referred to as the "Reservoirs".

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- 3.2.2 The Reservoirs and any replacement or improvement of them shall generally conform to the plans and specifications for the Reservoirs set forth in Exhibit B. This exhibit shall be prepared and provided by the Agency subsequent to the execution of this Agreement by the parties, with the approval of the City, which approval shall not be unreasonably withheld. Exhibit B may be amended from time to time by the Agency, in consultation with the City, on 60 days written notice to the City. The Agency makes no warranty as to the characteristics or condition of the Reservoirs at the time title to the Reservoirs is conveyed to the City pursuant to Section 3.4.2.
- 3.2.3 The City has the right during construction of the Initial Reservoirs and any Additional Reservoirs to inspect at any time such construction and shall promptly notify the Agency of its findings as to the conformance of the construction with the plans and specifications for the Reservoirs established in Section 3.2.2.
- 3.2.4 The Agency will determine when the Initial Reservoirs and such Additional

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Reservoirs as are required are complete and such Reservoirs are first placed in service. The City shall have ten days after notice of such a determination by the Agency to inspect the Initial Reservoirs or Additional Reservoirs and specify what, if any, work must be completed by the Agency to have the Reservoirs as provided generally conform to the plans and specifications set forth in Exhibit B.

3.2.5 The Initial Reservoirs shall be made available by the Agency at the time that the Agency System becomes operational. Additional Reservoirs will be made available by the Agency as from time to time required pursuant to Section 3.2.1. The Agency will make reasonable efforts to provide the Additional Reservoirs so that each required additional increment of storage is available within 24 months after the permanent State Water Allocations requiring such increment are in effect.

3.2.6 The Agency shall be responsible for there being provided and maintained at all times during the term of this Agree-

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ment water storage by the Reservoirs, the Agency System, the Municipalities and the Water Suppliers collectively of sufficient capacity to store not less than 1.80 times the daily State Water Allocations from time to time in effect for the Agency, the Municipalities and the Water Suppliers.

3.3 Site for Facilities and Reservoirs

- 3.3.1 The Facilities and Reservoirs will be located on O'Hare International Airport within the City on property presently controlled by and in the possession of the City, as generally depicted on Exhibit C (the "Site"). The City represents that it will be able to provide the Site to the Agency as provided in Section 3.3.3. The City shall provide a plat of survey and legal description of the Site, such to be incorporated into Exhibit C. The Site shall be of sufficient area not only to allow for the Facilities and Reservoirs but also to provide adequate permanent material and equipment storage and vehicle parking.
- 3.3.2 The City will provide, at no cost to the Agency, a permanent means from a convenient

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public way for vehicular ingress to and egress from the Site and such utility easements as required, all for the exclusive use of the Agency. The City shall take such steps as are necessary to prevent the Site together with such means and easements as are provided from being subject to airport security measures.

- 3.3.3 On or before December 1, 1982, the City will, at no cost to the Agency, lease or convey the Site to the Agency by an appropriate instrument. Such instrument shall incorporate such approvals and permissions from the City as are necessary to authorize the construction, provision and operation of the Facilities and Reservoirs by the Agency and shall be satisfactory in form and substance to Counsel for the Agency and the City.
- 3.3.4 The City will, during construction of the Facilities and Reservoirs or any expansion, repair, replacement or improvement of them, provide, at no cost to the Agency, necessary construction easements along the entire perimeter of the Site for vehicular and crew access to the

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construction and for construction material and equipment storage. Such construction easements shall be provided so as to except to the extent possible the construction area from airport security measures.

3.3.5 The City shall obtain, to the maximum extent possible, from such local, state and Federal agencies as have jurisdiction of the Site such approvals and permissions as are necessary to authorize the construction, provision and operation of the Facilities and Reservoirs or any expansion, repair, replacement or improvement of them by the Agency and to give the Agency such access to the Site as the Agency determines is appropriate for construction, provision and operation of the Facilities and Reservoirs.

3.3.6 Approval by the City of the plans and specifications for the Facilities and Reservoirs as set forth in Exhibits A and B respectively shall constitute approval by the City of such plans and specifications as to their compliance with all applicable ordinances, rules and regulations of the City for the

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construction, provision and operation of the Facilities and Reservoirs. Based upon such approval, the City shall promptly issue all necessary permits for the construction, provision and operation of the Facilities and Reservoirs and shall use its best efforts to waive and forego all fees, charges and costs in connection with such permits. The City shall in all other ways cooperate with the Agency in providing the Reservoirs and Facilities.

3.4 Buy-Back of Facilities, Reservoirs and Site

- 3.4.1 The Agency agrees to sell and the City agrees to buy the Facilities and Reservoirs, together with any interest in the Site, at a price equal to the Aggregate Costs of the Facilities and Reservoirs as determined pursuant to Section 3.4.3. Payments shall be solely in the form of a credit against any amounts due and owing the City for Lake Water furnished, all as provided for in Section 5.2.3.
- 3.4.2 The Agency will convey to the City its entire right, title and interest in the Facilities and the Reservoirs, together with any interest in the Site, 30 days

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after the later of (i) the date all of the obligations issued in whole or in part to finance the provision of the Agency Project or any expansion thereof or addition thereto and any obligations issued to refund any of such securities have been paid in full as to principal and interest, or (ii) such time as the credits granted by the City pursuant to Section 5.2.3 equal the Aggregate Costs of the Facilities and Reservoirs determined as provided for in Section 3.4.3.

3.4.3 Aggregate Costs of the Facilities and Reservoirs

- 3.4.3.1 When the Initial Facilities and the Initial Reservoirs are completed, the parties shall, within 30 days, agree in writing to the selection of and shall then engage a certified public accountant or firm of certified public accountants currently licensed to practice in the State of Illinois for the purpose of computing the Aggregate Costs of the Facilities and Reservoirs and from time to time such additions to such Aggregate Costs as provided

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for in Section 3.4.3.4, and each of such parties agrees to pay one-half of the fees, charges and costs for the services to be provided by such accountant under Section 3.4.

3.4.3.2 Upon selection and engagement of an accountant as provided for in Section 3.4.3.1, a copy of the Agency's records evidencing the costs of providing the Agency Project, including, without limitation, amounts paid to contractors, amounts paid to acquire equipment, amounts paid for engineering and allocable overheads, shall be submitted to such accountant for determination of such costs and a calculation of the amount of such costs attributable to the cost of providing the Initial Facilities and the Initial Reservoirs. All costs shall be determined by such accountant in accordance with generally accepted accounting principles.

3.4.3.3 To the costs of the Initial Facilities and the Initial Reservoirs as

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is determined pursuant to Section 3.4.3.2, there shall be added a proportion of the aggregate of (i) the total amount paid or to be paid in respect of interest on the obligations of the Agency issued in whole or in part to finance the provision of the Agency Project during the period from the first pay-out for construction of the Initial Facilities or the Initial Reservoirs to the completion and first placement in service of the Initial Facilities and Initial Reservoirs; (ii) any amount by which the price at which the obligations are sold by the Agency is less than their initial public offering price; (iii) any required reserves funded from proceeds from the sale of such obligations; and (iv) any other costs and fees of a type determined by the firm of auditors to be properly allocable to the cost of issuance of such obligations. The proportion of the aggregate of (i) through (iv) above

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shall be the proportion which the cost of providing the Initial Facilities and Initial Reservoirs is of the cost of providing the Agency Project, in each case as determined in Section 3.4.3.2. The sum of the costs as determined under 3.4.3.2 and the amounts computed pursuant to the preceding sentence shall be deemed to be the Aggregate Cost of the Facilities and Reservoirs.

- 3.4.3.4 The Aggregate Costs of the Facilities and Reservoirs shall from time to time be increased by an amount to account for the provision by the Agency of (i) Facilities Expansions on the Site pursuant to Section 3.1.1 and (ii) Additional Reservoirs on the Site pursuant to Section 3.2.1, such amounts to be computed by the accountants in the manner provided for in Sections 3.4.3.2 and 3.4.3.3.
- 3.4.4 The City shall maintain separate replacement or depreciation accounts with respect to and for expenditure on the Facilities and the Reservoirs to the

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same extent as the City is from time to time required to fund such accounts with respect to any other component of the City System pursuant to the covenants of such City water revenue bonds, as have been or may be issued, as impose the maximum requirement.

3.5 Use and Operation of Facilities and Reservoirs

- 3.5.1 The Facilities and Reservoirs shall be used solely for furnishing Lake Water to or by the Agency during the term of this Agreement, unless otherwise agreed to in writing by the Agency.
- 3.5.2 The Agency will, at no cost to it, have possession and control of the Facilities and Reservoirs, together with the Site, during the term of this Agreement, including any extension thereof, without regard to whether the Agency or the City is in title to the Facilities, the Reservoirs and the Site. No surcharge, fee or tax of any kind whatsoever shall be charged to the Agency by the City in connection with the Agency's ownership, possession or use of the Facilities, Reservoirs or the Site.

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- 3.5.3 The Agency assumes all responsibilities and risks attendant to possession and control of the Facilities, Reservoirs and Site, except for any losses as may be caused by the City. The Agency shall at all times allow the City access to the Facilities and Reservoirs, provided that the City shall be responsible for its personnel on the Site and at the Facilities and Reservoirs and shall indemnify and hold the Agency harmless from any claim, including claims based on negligence, arising out of, in connection with or related to such access.
- 3.5.4 The Agency will, at its own expense, operate, maintain, replace and improve the Facilities and Reservoirs as it deems necessary to deliver Lake Water to the Agency when and as required under this Agreement during the term of this Agreement, including any extension of it. The Agency shall be responsible for the expansion of the Facilities and Reservoirs to meet the requirements of Sections 3.1.1 and 3.2.1 respectively, and any such expansion shall become subject to the buy-back of Facilities

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and Reservoirs as provided for in Section 3.4.

3.5.5 The City shall notify the Agency as promptly as practicable of any emergency, failure, malfunction or other condition in the City System which may directly or indirectly affect the supply of Lake Water to the Agency under this Agreement.

3.6 Delivery

- 3.6.1 Lake Water shall be delivered to the Agency System from water mains at the City limits, at the northwest corner of O'Hare International Airport (the "Point of Delivery").
- 3.6.2 The delivery of Lake Water by the City shall commence at such time as the Agency Project can be placed in service provided that prior to such time, the City shall furnish to the Agency such Lake Water as is needed for the construction or testing of the Agency Project or the obtaining of any permits required in connection with the construction or operation of the Agency Project. The City System shall be capable of delivering Lake Water to the Agency at the

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Points of Connection not later than 60 days after the effectiveness of this Agreement.

- 3.6.3 The City shall deliver Lake Water to the Points of Connection at rates adequate to provide the Lake Water to be furnished daily from time to time under this Agreement within the 24 hours of each day.
- 3.6.4 The Agency shall bear the costs for connecting the Agency System to the Facilities at the Points of Delivery.
- 3.6.5 The City shall operate, maintain, replace, improve and expand at its own expense the City System as necessary in order to deliver Lake Water to the Agency when and as required under this Agreement.

3.7

Water Quality

- 3.7.1 The City shall supply at the point of entry into the pumping station component of the Facilities or the Reservoirs, whichever occurs first, the Agency with Lake Water of a quality, other than chlorine residual, commensurate with that furnished to its own residential customers within the City limits. At a

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minimum all Lake Water furnished to the Agency at the above defined point of entry shall meet all applicable water quality standards established by any Federal, State or local agency as shall have, from time to time, jurisdiction over or for public water supplies.

- 3.7.2 In the event that the Lake Water fails to meet the minimum water quality standards established by Section 3.7.1, the Agency, prior to taking corrective action, shall consult the City and coordinate such action with the City in order to use the most effective and cost efficient means to correct any water quality deficiency. The City shall reimburse all costs of such correction as provided for in Section 5.2.1.
- 3.7.3 The City shall bear no responsibility for water quality of Lake Water beyond the point of entry into the pumping station component of the Facilities or Reservoirs, whichever occurs first.
- 3.7.4 The Agency and City shall each immediately notify the other as promptly as practicable of any emergency, failure, malfunction or other condition which may

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affect the quality of Lake Water in either party's system or in the Facilities or Reservoirs.

**3.8****Reporting Requirements**

- 3.8.1 The Agency shall submit to the City on a monthly basis a report showing the estimated amount of Lake Water delivered under this Agreement for the previous month and the estimated amount of Lake Water supplied during such previous month to the Municipalities and the Water Suppliers.
- 3.8.2 The City shall make available to the Agency in timely fashion all public information available to it, including annual financial reports or audits or both of and capital plans for the City System, pertinent to the operation, maintenance, replacement, improvement and expansion of the City System and the Reservoirs and Facilities in so far as the same may affect the City's performance under this Agreement.
- 3.8.3 The Agency will comply with water conservation measures required by the State Water Allocations.

ARTICLE IV-MEASUREMENT4.1. Point of Measurement

The City shall measure the quantity of Lake Water furnished to the Agency under this Agreement during each hour of each day at the point of entry into the pumping station component of the Facilities or the Reservoirs, whichever occurs first, (the "Point of Measurement") or at such other point(s) as the parties may agree to in writing. The unit of measurement shall be cubic feet of water, U.S. Standard Liquid Measure or such other unit of measurement as the parties may agree to in writing.

4.2. Measuring Devices

The devices described in Exhibit D (collectively, the "Devices") shall be used at the Point of Measurement on the Site for the purpose of controlling, measuring, and recording the quantity of Lake Water furnished under this Agreement and of transmitting and recording pressures and other required operational information. Exhibit D shall be prepared and provided by the Agency subsequent to the execution of this Agreement by the parties, with the approval of the City, which approval shall not be unreasonably withheld. Exhibit D may be amended from time to time by the Agency, in

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consultation with the City, on 60 days written notice to the City.

4.3 Installation and Operation of Devices

The Agency shall initially furnish, install and house the Devices on the Site and the City shall operate, maintain and replace the Devices, together with such structures on the Site as are necessary to house the Devices.

4.4 Access to Devices

Authorized representatives of the Agency and the City shall have access at all reasonable times to all of the Devices for examination and inspection.

4.5 Inspection and Calibration of Devices

The City will, once per month on a date as near to the end of the month as practicable, inspect and calibrate the accuracy of each of the Devices for the purpose of measuring the supply of Lake Water furnished under this Agreement. Such inspection and calibration shall be done in the presence of an authorized representative of the Agency. The results of any such inspection and calibration shall be immediately provided to the Agency. The City will as soon as practicable repair or replace any such Device or part of a Device which is known or suspected to be registering incorrectly.

4.6        Readings

The readings made of the Devices for the purpose of billing the Agency shall be made by the City in the presence of an authorized representative of the Agency under an agreed upon schedule but not less frequently than once every calendar month.

4.7        Estimates

If for any reason any of the Devices is out-of-service, out-of-repair or determined to be registering incorrectly so that the quantity of Lake Water delivered to the Agency cannot be ascertained or computed from the readings of such Devices, the Lake Water furnished during a period when such devices are in such condition shall be estimated, by agreement of the City and Agency, upon the basis of the best data and information available. The period for which the estimate is made shall be either that period extending back to the time when the condition is known to have begun or that period extending back to the time since the last inspection and calibration of such device but in no event more than one month. The estimate shall be based either upon correcting the error if the percentage of the error is ascertainable or upon estimating the Lake Water delivered by reference to deliveries during preceding periods under similar conditions when the Devices in question

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registered correctly or upon the readings recorded by Agency measuring devices, if any.

4.8 -Agency Check Meter

The Agency may, at its own expense, install, operate, maintain and replace a check meter to check the Devices at the Point of Measurement. Such check meter shall be for the Agency's information, but its reading may serve as the best data and information available for the purposes of Section 4.7. Authorized representatives of the City and the Agency shall have access at all reasonable times to the Agency's check meter for examination and inspection.

ARTICLE V-RATES AND ADJUSTMENTS

5.1 Basic Charge

5.1.1 The charges for Lake Water furnished to the Agency under this Agreement shall, from time to time, be set by the City provided that such charges shall not exceed the charge which would be obtained under the lowest rate (including any volume discounts) lawfully fixed by the City for Lake Water furnished through meters to any customer (the "Basic Charge").

- 5.1.2 The Basic Charge shall not be subject to any surcharge on grounds of a Municipality or Water Supplier either serving water users or suppliers outside its corporate limits or serving water users or suppliers outside of the Metropolitan Sanitary District of Chicago. No other surcharge, fee or tax shall be added to the Basic Charge by the City or any agency of the City.
- 5.1.3 The Basic Charge shall not exceed the minimum charge (i) required from time to time by covenants of the City's water revenue bonds as have been or may be issued and (ii) necessary to meet the revenue requirements of the City System to pay operating expenses, maintenance and capital requirements, including funding of any reserve, replacement or depreciation funds, all as related solely to the operation of the City System.
- 5.1.4 The Agency shall be provided by the City any reports, if any, of an independent certified public accountant or an independent engineering firm on which the City relied in its determination of the

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minimum charge required by such covenants or revenue requirements or, in the absence of such reports, such information as prepared by the City in support of a recommended increase in the Basic Charge in order to meet such covenants or revenue requirements. Further, the City will provide any information in its possession that relates the grounds for any increase in the Basic Charge to the expenses of the City in performing its obligations to deliver Lake Water to the Agency under this Agreement.

- 5.1.5 Prior to any increase in the charge to the Agency becoming effective, the Agency shall receive 90 days notice of the proposed increase together with the required reports as provided for in Section 5.1.4.

5.2. Adjustments

- 5.2.1 The Agency shall, in the event that the Lake Water furnished to the Agency fails to meet the minimum water quality standards established by Section 3.7.1, be reimbursed by the City for the actual costs of the Agency, the Municipalities or the Water Suppliers to cause the water to meet

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such minimum water quality standards.

Any such reimbursement shall be a credit to the Agency against the total charge for Lake Water on the next regular billing(s) to the Agency subsequent to the Agency's incurring the costs to be reimbursed.

5.2.2 The Agency shall be entitled to a discount for prompt payment of water bills not less than the highest discount allowed to any other customer of the City.

5.2.3 Each billing to the Agency, computed on the Basic Charge as adjusted by Sections 5.2.1 and 5.2.2, (i) with respect to all quantities of Lake Water furnished in a calendar year up to the minimum annual quantity, if any, applicable to such year as provided in Section 2.3, shall be reduced by a credit to the Agency equal to 12% of the net charges on any bill to the Agency for such quantities and (ii) with respect to any additional quantities of Lake Water furnished during such calendar year, shall be reduced by a credit to the Agency equal to 25% of the net charges on any bill to

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the Agency for such quantities. Such credits shall commence with the first billing to the Agency and continue until such time as the City shall have so credited the Agency with an amount equal to the Aggregate Cost of the Facilities and Reservoirs as determined and computed in accordance with Seciton 3.4.3.

#### ARTICLE VI-BILLING

##### 6.1 Frequency

The City shall bill the Agency not more frequently than quarterly for all Lake Water furnished to the Agency under this Agreement. The City may once a year send the Agency an additional bill with respect to any amounts claimed pursuant to Section 2.3.

##### 6.2 Basis

Bills shall be based on readings of the Devices at the Point of Measurement. The readings shall be reduced to account for any Lake Water provided to the City pursuant to Section 3.1.5 and may also be adjusted as provided for in Section 4.7.

##### 6.3 Form

6.3.1 Each bill shall indicate the total amount of Lake Water delivered as evidenced by the readings of the Devices at

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the beginning and end of each billing period.

6.3.2 Each bill shall specify the Basic Charge and such adjustments as are applicable.

6.4 Deposit

The City reserves the right to require the Agency to deposit and to maintain on deposit in advance a sum equal to the estimated bill for Lake Water furnished during a period of thirty days at the then prevailing Basic Charge, subject to adjustments, such deposit to be held to secure the Agency's obligation to pay for Lake Water. Any such sum shall be invested at the direction and for the benefit of the Agency, crediting all interest and investment earnings to current payment of the charges for Lake Water furnished the Agency under this Agreement. Any deposit so required of the Agency shall be returned to the Agency, together with any interest and earnings accrued, at the expiration of the Agreement or such earlier date as the City may agree.

ARTICLE VII - TERM AND STANDARD CONDITIONS

7.1 Term

This Agreement shall have a term of forty (40) years commencing on the date of this Agreement,

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provided that if the credits granted pursuant to §5.2.3 do not as of the end of that period equal the Aggregate Costs of the Facilities and Reservoirs, the Agency may elect to extend such term from time to time until such credits equal such Aggregate Costs. Should the Agency Project not be completed prior to December 31, 1990 for any reason, the Agency shall have the right to terminate this Agreement and shall thereupon reconvey to the City any interest in the Site.

7.2 Agency Obligation

This Agreement is and shall be an obligation solely of the Agency. This Agreement does not constitute and shall not be construed to constitute an indebtedness or obligation of the Municipalities or Water Suppliers.

7.3 Assignment

This Agreement shall not be assigned or transferred by either party, without the consent of the other.

7.4 Title to Water

Title to all Lake Water supplied under this Agreement shall remain in the City to the Point of Measurement, and upon passing the Point of Measurement, title to the Lake Water shall pass to the Agency.

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7.5 Amendment

This Agreement may be amended only by written agreement between the Agency and the City.

7.6 Notices

All notices under this Agreement shall be in writing, either delivered or mailed, registered mail return receipt requested, to the Agency at:

Chairman  
Northwest Suburban Municipal Joint Action  
Water Agency  
101 Schaumburg Court  
Schaumburg, Illinois 60193

and to the City at:

Commission of Water  
City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60202

or at such other addresses as such party may be notice designate and shall be deemed given when so delivered.

7.7 Miscellaneous Provisions

- 7.7.1 This Agreement supercedes all prior negotiations or understandings and is the whole Agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement.
- 7.7.2 The provisions of this Agreement shall be interpreted when possible in a manner

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to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the Agreement.

7.7.3 If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

[Signature form omitted for printing purposes.]

-45-

to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the Agreement.

7.7.3 If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

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IN WITNESS OF THIS AGREEMENT, the Agency and the City have executed this Agreement as of \_\_\_\_\_.

CITY OF CHICAGO  
a Municipal Corporation

COUNTERSIGNED:

BY \_\_\_\_\_  
MAYOR OF CITY OF CHICAGO

\_\_\_\_\_  
CITY COMPTROLLER

BY *John Burdon*  
COMMISSIONER OF WATER

\_\_\_\_\_  
CITY CLERK (SEAL)

ATTEST:

\_\_\_\_\_  
(SEAL)

APPROVED AS TO FORM AND LEGALITY,  
SUBJECT TO PROPER AUTHORIZATION  
AND EXECUTION THEREOF:

*Henry F. Wilson*  
ASSISTANT CORPORATION COUNSEL  
OF THE CITY OF CHICAGO

BY \_\_\_\_\_

NORTHWEST SUBURBAN MUNI-  
CIPAL JOINT ACTION WATER  
AGENCY

BY *Charles J. Jett*  
Chairman

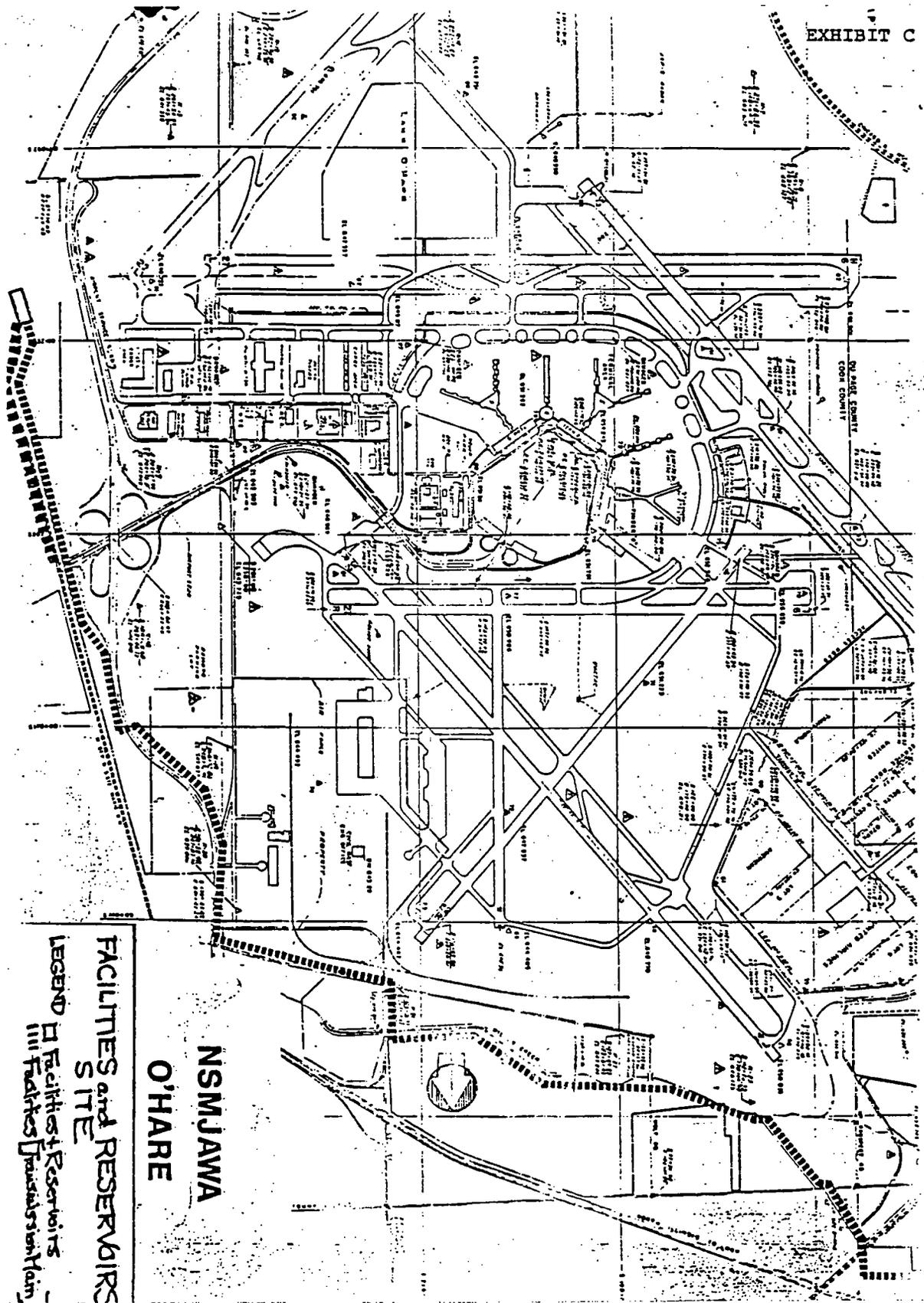
ATTEST:

*C. Miller* (SEAL)

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LIST OF EXHIBITS

<u>Section #</u>	<u>Exhibit #</u>	<u>Title</u>
§ 3.1.1	A	Facilities Specifications
§ 3.2.1	B	Reservoirs Specifications
§ 3.3.1	C	Site Description
§ 4.1	D	Measurement Devices Specifications



(Continued from page 11619)

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

Normal Avenue from 31st Street to 32nd Street - Installation of 674 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$94,432.98, chargeable to Account No. 1982 Capital Improvement.

The above work to be done under Order No. 37272.

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

Racine Avenue from Kinzie Street to Grand Avenue - Installation of 760 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$91,964.10, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37299.

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

Vicinity of Dorchester Avenue, Kenwood Avenue, 68th Street to 70th Street - Installation of 2,307 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$297,538.59, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37321.

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

Wells Street from Lincoln Avenue to North Avenue - Installation of 1,566 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$194,800.46, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37261.

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

Adams Street from Wood Street to Paulina Avenue - Installation of 700 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$94,368.49, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37337.

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

Leclair Avenue from Melrose Street to Belmont Avenue - Installation of 392 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$53,644.09, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37346.

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

Bryn Mawr Avenue from Delphia Avenue to East River Road - Installation of 1,270 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$140,600.00, chargeable to Refundable Deposit Number 1224-A.

The above work to be done under Order No. 37345.

---

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

Catherine Avenue and Delphia Avenue - Installation of 260 feet 8-inch ductile iron water pipe

at the total estimated cost of \$25,400.00, chargeable to Revolving Fund Deposit No. 1223-A.

The work above to be done under Order No. 37347.

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

Jonquil Terrace from Ashland Avenue to Paulina Street - Installation of 614 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$69,186.25, chargeable to Account No. 200-8285(7930).557 - Betterment.

The work above to be done under Order No. 37284.

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

Prairie Avenue from 60th Street to 63rd Street - Installation of 2,114 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$258,974.85, chargeable to Account No. 200-8285(7930).557 - Betterment.

The work above to be done under Order No. 37322.

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

Cornelia Avenue from Orange Avenue to Osage Avenue - Installation of 334 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$35,967.62, chargeable to Account No. 200-8285(7930).557 - Betterment.  
The work above to be done under Order No. 37110.

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

Altgeld Street and Kedzie Boulevard - Installation of 235 feet of 8-inch ductile iron water pipe at the total estimated cost of \$26,522.11, chargeable to Account No. 200-8285(7930).557 - Betterment.  
The work above to be done under Order No. 37096.

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

Homan Avenue and Hirsch Street - Installation of 171 feet of 8-inch ductile iron water pipe at the total estimated cost of \$23,957.47, chargeable to Account No. 200-8285(7930).557 - Betterment.  
The work above to be done under Order No. 37108.

*Ordered.* That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

Racine Avenue from Madison Street to Randolph Street - Installation of 995 feet of 12-inch ductile iron water pipe at the total estimated cost of \$132,365.55, chargeable to Account No. 200-8285(7930).557 - Betterment.  
The above work to be done under Order No. 37296.

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

North Hoyne Avenue from West Melrose Street to West Addison Street - Installation of 2,196 feet of 12-inch ductile iron water pipe at the total estimated cost of \$340,503.33, chargeable to Account No. 200-8285 (7930).557 - Betterment.  
The above work to be done under Order No. 37310.

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

West Cornelia Street from North Damen Avenue to North Leavitt Street - Installation of 1,317 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$160,598.60, chargeable to Account No. 200-8285 (7930).557 - Betterment.  
The above work to be done under Order No. 37311.

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

West Illinois Street near North Dearborn Street - Installation of 117 feet of 8-inch ductile iron water pipe.

at the total estimated cost of \$37,712.24, chargeable to Account No. 200-8285 (7930).557 - Betterment.  
The above work to be done under Order No. 37336.

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

East 75th Street near South Kimbark Avenue - Installation of 35 feet of 8-inch ductile iron water pipe and 80 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$41,054.17, chargeable to Account No. 200-8285 (7930).557 - Betterment.  
The above work to be done under Order No. 37332.

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

48th Street from South Evans to South Cottage Grove Avenues - Installation of 1,416 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$149,523.09, chargeable to Account No. 200-8285 (7930).557 - Betterment.  
The above work to be done under Order No. 37318.

**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 June 30, 1982, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Chicago Services for Work and Rehabilitation, No. 6050 N. California Av.	F4-131131 (Mech. Vent.)	\$ 57.50
Childrens Memorial Hospital, No. 2422 N. Orchard St.	B1-203852 (Bldg.)	23.00
No. 2335 N. Halsted St.	B1-204527 (Bldg.)	23.00

St. Joseph Hospital, No. 2900 N. Lake Shore Dr.	D1-201804	7.50
	D1-201805	7.50
	D1-201806	7.50
	D1-201807	7.50
	D1-201808 (Signs)	7.50
Temple Menorah, No. 2800 W. Sherwin Av.	C2-235101 (Refrig.)	49.00
	F4-032866 (Mech. Vent.)	62.50
	F4-131496 (Mech. Vent.)	62.50

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--45.

*Nays*--None.

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

**Authority Granted for Issuance of Free Permits and License Fee  
Exemptions for Certain Charitable, Educational  
and Religious Institutions.**

The Committee on Finance to which had been referred (May 5 and June 30, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--45.

*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 PERMITS.**

*Chicago Gospel Mission.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water

are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chicago Gospel Mission, No. 1125 W. Madison Street, for correcting existing violations and for the erection of a scaffold on the sidewalk on the premises known as No. 1127 W. Adams Street.

Said building shall be used exclusively for a Youth Center/recreational 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.

*Northwestern Memorial Hospital.*

*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 Northwestern Memorial Hospital, Superior Street and Fairbanks Court for remodeling of outpatient dialysis center at No. 250 E. Superior Street on the premises known as No. 250 E. Superior Street.

Said building shall be used exclusively for medical 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.

*Northwestern Memorial Hospital.*

*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 Northwestern Memorial Hospital, Superior Street and Fairbanks Court for remodeling of kitchen at No. 310 E. Huron Street on the premises known as No. 310 E. Huron Street.

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

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

LICENSE FEE EXEMPTIONS.

*Rush-Presbyterian St. Luke Medical Center.*

*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 1982:

Rush-Presbyterian St. Luke Medical Center,  
No. 6130 N. Sheridan Road.

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

*Day Care Centers.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fees for the current license period, which expires April 30, 1983:

A.B.L.A. Day Care Center-Chicago Housing Authority,  
No. 1342 S. Racine Avenue;

Jane Addams Buckingham Day Care Center,  
No. 701 W. Buckingham Place;

Jane Addams Sheridan Day Care Center,  
(Hull House Association)  
No. 912 W. Sheridan Road;

Amalgamated Child Day Care and Health Center,  
No. 323 S. Ashland Avenue;

Beacon Neighborhood House Day Care Center,  
No. 1440 S. Ashland Avenue;

Bethel Day Care Center,  
No. 1434 S. Laflin Street;

Bray Temple Christian Methodist Episcopal Church Day Care Center,  
No. 7300 S. Greenwood Avenue;

Casa Central Day Care Center,  
No. 2610 N. Francisco Avenue;

Chatham Avalon Nursery and Kindergarten,  
No. 26 E. 79th Street;

Chatham Bethlehem United Church Day Care Center,  
No. 741 E. 84th Street;

Christopher House/Day Care Center,  
No. 2507 N. Greenview Avenue;

Church of the Good Shepherd Day Care Center,  
No. 5700 S. Prairie Avenue;

Congregation K.I.N.S. of West Rogers Park Nursery School,  
No. 2800 W. North Shore Avenue;

Maggie Drummond Memorial Day Care Center,  
No. 4301 S. Wabash Avenue;

Edison Park Lutheran Church Day Care Center,  
No. 6626 N. Oliphant Avenue;

Emmanuel Community Church Day Care Center,  
No. 7158 S. Champlain Avenue;

Erie Neighborhood House,  
No. 1347 W. Erie Street;

Firman Community Services Day Care Center,  
No. 37 W. 47th Street;

Fourth Presbyterian Church Day School,  
No. 126 E. Chestnut Street;

B. E. Gentry Day Care Center-Chicago Housing Authority,  
No. 2326 S. Dearborn Street;

Golden Gate Child Care Centers, Inc.,  
(Golden Gate),  
No. 432 E. 134th Street;

Greater Institutional A.M.E. Day Care Center,  
No. 7800 S. Indiana Avenue;

Holy Family After School Program (Lutheran Social Services of Illinois)  
No. 542 W. Hobbie Street

Horizon House Head Start Center (Chicago Housing Authority)  
No. 3615 S. Federal Street;

Bernard Horwich Center of Chicago Day Care Center  
(Jewish Community Centers),  
No. 3003 W. Touhy Avenue;

Hyde Park Union Church Nursery School,  
No. 5600 S. Woodlawn Avenue;

Ingleside Headstart and School Age,  
No. 939 E. 72nd Street;

Lincoln Park/Lakeview Jewish Community Center Nursery School Day Care,  
No. 524 W. Melrose Street;

Little Peoples Institute,  
No. 117 E. 87th Street;

Lydia Home Association Day Care Center,  
No. 4300 W. Irving Park Road;

Marcy-Newberry Association, Inc.,  
No. 1073 W. Maxwell Street;

Melglow Nursery,  
No. 8855 S. State Street;

The Mary Meyer School,  
No. 2817 N. Pine Grove Avenue;

New City YMCA,  
No. 755 W. North Avenue;

Noah's Ark Pre-School of Christ Lutheran Church,  
No. 3101 N. Parkside Avenue;

North Park Church Nursery School,  
No. 5250 N. Christiana Avenue;

Northwest Play School, Northwest Baptist Church,  
No. 6015 N. Francisco Avenue;

Parkway Day Care Center/Hull House Association,  
No. 500 E. 67th Street;

Ravenswood Baptist Church Day Care Center,  
No. 4437 N. Seeley Avenue;

Resurrection Lutheran Church of the LCA Day Care Center,  
No. 3309 N. Seminary Avenue;

St. Columbkille Day Nursery,  
No. 527 N. Paulina Street;

St. Vincent DePaul Center--Class I,  
No. 2145 N. Halsted Street;

St. Vincent DePaul Center--Class II,  
No. 2145 N. Halsted Street;

Sauganash School for the Young Years,  
No. 4600 W. Peterson Avenue;

South Chicago Y.M.C.A. Day Care Center,  
No. 9101 S. Houston Avenue;

Stateway Gardens (Center for New Horizons, Inc.),  
No. 3500 S. State Street;

Tiny Tots Villa,  
No. 8128 S. King Drive;

Topsy-Turvy Nursery and Kindergarten,  
Nos. 723-725 E. 75th Street;

Trinidad Lutheran Day Care Center,  
No. 2846 W. Cortez Street;

Uptown Center Hull House Association,  
No. 4520 N. Beacon Street;

Uptown Y.M.C.A. Title XX Day Care Center,  
No. 5244 N. Lakewood Avenue;

Varnas Montessori Center,  
No. 3038 W. 59th Street;

The Virginia Frank Child Development Center of the Jewish Family  
and Community Service,  
No. 3033 W. Touhy Avenue;

Woodlawn Early Childhood Development Center,  
No. 950 E. 61st Street;

Y.M.C.A. Child Development Center,  
No. 1001 W. Roosevelt Road;

Young Men's Jewish Council Day Care Center,  
No. 3480 N. Lake Shore Drive;

Y.W.C.A. Kid's Day Out,  
No. 5244 N. Lakewood Avenue.

SECTION 2. This ordinance shall be in full 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streater, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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, as allowed, 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:

Ronald J. Armata, 017020, Mass Transit Unit; injured March 20, 1982	\$ 12,401.32
Melissa E. Barry, 030406, Recruit Training; injured June 27, 1981	51.00
Pamela Burmistrz, 090278, District 4; injured February 13, 1982	70.75
John Campbell, 101568, District 9; injured September 13, 1981	4,362.70
Carol Clay, 129085, District 6; injured December 19, 1981	423.00
Ronald G. Crabtree, 154175, Youth Division; injured October 20, 1981	198.50
Peter Cruz, 158830, District 7; injured April 29, 1982	110.00
David W. Delaney, 181987, District 18; injured October 24, 1981	281.00
Thomas J. Donohue, 197846, Sanitation Unit; injured March 1, 1982	1,473.90
Phillip A. Dore, 199916, District 21; injured April 21, 1982	789.85

Thomas E. Duffy, 209215, Marine Unit; injured August 3, 1981	\$ 152.60
James C. Frick, 260418, District 20; injured December 15, 1981	50.00
John A. Garrido, 270520, District 14; injured April 2, 1982	535.00
Patricia J. Gass, 272264, District 13; injured April 24, 1982	117.00
Ronald Gates, 214587, District 17; injured February 21, 1982	199.00
Joseph A. Giuliano, 284047, Area 1 Property Crimes; injured July 3, 1981	50.35
Joellyn Johnson, 385334, District 2; injured April 22, 1982	61.00
William Martin, 506815, District 9; injured October 16, 1981	76.50
Darryl S. Miller, 553483, District 23; injured April 20, 1982	181.50
Ronald P. Montedore, 562841, District 15; injured October 19, 1981	88.00
Dennis Newcom, 592420, District 3; injured April 24, 1982	69.00
Stephan Nowells, 601297, District 3; injured March 23, 1982	62.00
Charles M. Poe, 654120, District 8; injured August 5, 1981	115.00
Lawrence Rapien, 674123, District 5; injured August 22, 1981	25.00
Patricia Schuld, 730047, District 11; injured November 29, 1981	21.00
James F. Simmons, 749797, District 5; injured November 13, 1981	196.00
Leslie Smulevitz, 763703, District 19; injured January 14, 1982	246.00
James Solava, 765584, Crime Laboratory Division; injured January 17, 1982	141.00
John T. Brennan, 071772, Special Operations Group; injured September 5, 1979	3,652.70
Bruno Brogi, 075690, District 24; injured January 25, 1982	60.00
William J. Calabrese, 098411, District 23; injured November 19, 1980	131.45
Richard A. Cardi, 105492, Recruit Training; injured July 21, 1981	396.00
Lawrence J. Casey, 113281, District 17; injured February 21, 1982	520.00
Leonard F. Ciangi, 124207, Area 4 Violent Crimes; injured February 19, 1982	825.00
Chester Ciotuszynski, 125557, District 21; injured September 18, 1981	190.00
John F. DeSimone, 185784, District 14; injured December 17, 1981	30.00
Don M. Evangelista, 227143, District 14; injured November 22, 1981	445.00

July 15, 1982

REPORTS OF COMMITTEES

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Joseph P. Fivelson, 244869, District 20; injured April 22, 1981	\$ 39.00
James T. Funches, 263068, District 4; injured March 26, 1982	40.00
William Greene, 301447, Canine Unit; injured March 24, 1982	36.00
John E. Hafford, 312680, Recruit Training; injured March 29, 1982	55.00
Richard J. Hyland, 366459, District 17; injured September 17, 1981	2,087.74
Virgil E. Lowell, 479274, Crime Laboratory Division; injured March 21, 1981	130.00
James P. McKenna, 534578, District 15; injured February 25, 1982	428.70
Sylvester Marshall, 504294, District 23; injured December 5, 1978	45.00
Lawrence E. Mims, 556357, Training Division; injured April 16, 1982	5,649.95
Arilee Owens, 625025, District 5; injured February 21, 1982	5,733.75
Robert E. Reding, 677396, District 7; injured August 14, 1977	65.00
Richard A. Simon, 750279, District 7; injured July 26, 1981	42.00
Frank M. Stellato, 778504, Intersection Control Unit; injured April 19, 1982	117.00
William C. Stille, 781172, Traffic Division; injured January 11, 1979	85.00
Robert Strzalka, 786117, District 18; injured August 15, 1981	305.35
Charles V. Sturm, 786756, District 16; injured April 13, 1982	12.00
Roger E. Taylor, 801939, District 23; injured February 20, 1982	86.00
Roger D. Terry, 804004, District 23; injured April 20, 1982	181.50
Rodney Thompson, 808534, District 2; injured April 1, 1982	80.00
Joaquin Rivera, 690213, District 11; injured November 14, 1981	676.50
James J. Towey, 815597, District 19; injured November 7, 1979	93.00
Barbara E. Ware, 847276, District 8; injured June 12, 1981	485.00
Karl F. Walter, 845075, Intelligence Section; injured July 9, 1981	65.00
John West, 858188, Gang Crimes Enforcement; injured November 8, 1981	11.00
Alfred Woodbury, 879669, District 14; injured June 26, 1981	130.00
Edward Zapolsky, 888745, District 9; injured November 11, 1979	90.00
James Zwit, 895326, Youth Division; injured September 26, 1980	85.00
Jesus A. Nunez, 601867, District 18; injured December 25, 1981	3,660.11

Milton Battle, 033393, District 4; injured May 9, 1981	\$ 1,592.00
Carol Clay, 129085, District 6; injured December 19, 1981	505.00
Phillip A. Dore, 199916, District 21; injured April 21, 1982	15.00
Edward L. Jackson, 371565, Electronics Maintenance Division; injured October 14, 1977	571.45
Richard L. Lameka, 450547, District 18; injured November 4, 1981	320.00
Peter Parisi, 631129, District 17; injured February 15, 1981	100.00
Milton Shackelford, 739335, District 5; injured December 28, 1981	392.00
Joseph J. Starmach, 775721, District 21; injured May 8, 1981	2,940.00
Robert V. Stenson, 778850, District 13; injured March 8, 1977	15.00
Eugene Abbott, Battalion Chief, Battalion No. 30; injured February 24, 1982	5,554.25
John Alfich, Fire Fighter, Engine Co. No. 54; injured May 20, 1982	117.00
James Bank, Fire Fighter, Engine Co. No. 44; injured February 18, 1980	216.00
Jerry Bartlett, Fire Fighter, Hook & Ladder No. 5; injured December 18, 1981	98.25
Howard Beauregard, Lieutenant, Air Sea Rescue; injured April 27, 1982	125.70
Raymond Blocker, Paramedic, Ambulance No. 47; injured November 3, 1981	1,984.04
Sephus Booker, Fire Fighter, Engine Co. No. 81; injured May 5, 1982	55.75
Peter Borchek, Captain, Engine Co. No. 110; injured January 10, 1982	147.25
Roman Boubel, Lieutenant, Engine Co. No. 104; injured January 20, 1982	165.00
Richard Bouse, Battalion Chief, Battalion No. 12; injured April 26, 1982	75.00
Ronald Brewer, Fire Fighter, Engine Co. No. 67; injured December 16, 1981	184.40
Michael Burns, Paramedic, Central Relief; injured January 18, 1982	276.00
James Butler, Fire Fighter, Engine Co. No. 47; injured April 4, 1982	100.00
Michael Carasotti, Fire Fighter, Truck No. 21; injured May 24, 1982	65.00
Terrence Casey, Fire Fighter, Truck No. 26; injured March 26, 1982	346.50
Thomas Casey, Lieutenant, Squad No. 1; injured February 24, 1982	900.50
Richard Coco, Fire Fighter, Hook & Ladder No. 21; injured April 23, 1982	108.00
Brian Corley, Fire Fighter, Engine Co. 120; injured March 15, 1982	71.95
Robert Coyle, Lieutenant, Hook & Ladder No. 4; injured April 21, 1982	50.00
Robert Danaher, Fire Fighter, Hook & Ladder No. 52; injured March 5, 1982	608.15
Robert Dehler, Fire Fighter, Engine Co. 30; injured July 23, 1980	55.00

Robert Dempsey, Lieutenant, 1st Division Relief; injured June 7, 1979	\$ 27.00
James Dunn, Captain, Hook & Ladder No. 11; injured May 3, 1982	61.00
Wendell Edingburg, Fire Fighter, Engine Co. No. 42; injured April 13, 1982	285.35
Joseph Felicicchia, Fire Fighter, Engine Co. No. 63; injured April 17, 1982	111.50
Patrick Fitzpatrick, Fire Fighter, Engine Co. No. 26; injured September 27, 1981	33.00
Terry Flynn, Truck No. 28; injured December 18, 1981	601.75
Daniel Fortuna, Fire Fighter, Engine Co. No. 124; injured May 16, 1982	116.00
Brian Gilhooly, Fire Fighter, Hook & Ladder No. 32; injured March 9, 1982	98.50
Edmund Guillen, Lieutenant, Fire Academy; injured March 5, 1982	132.00
David Hickey, Lieutenant, 4th District Relief; injured May 10, 1982	70.50
Charles Hock, Fire Fighter, Truck No. 47; injured May 11, 1982	65.00
Michael Horton, Fire Fighter, Engine Co. No. 16; injured May 4, 1982	64.00
Robert Houlihan, Fire Fighter, Hook & Ladder No. 5; injured February 24, 1982	254.00
Daniel Hughes, Fire Fighter, Squad No. 5; injured April 21, 1982	200.50
Herman Jackson, Fire Fighter, Hook & Ladder No. 24; injured February 23, 1982	121.00
Frank Jacobson, Paramedic, Ambulance No. 33; injured March 2, 1980	86.00
Robert Jauch, Battalion Chief, Headquarters; injured May 14, 1982	104.20
Eddie Johnson, Fire Fighter, Hook & Ladder No. 32; injured May 2, 1982	118.50
Donald Kaczka, Fire Fighter, Engine Co. No. 28; injured May 19, 1982	82.65
Donald Kampwirth, Fire Fighter, Engine Co. No. 98; injured April 13, 1982	296.25
James Keating, Fire Fighter, Engine Co. No. 18; injured February 24, 1982	223.50
James Keating, Fire Fighter, Engine Co. No. 123; injured May 4, 1982	70.00
Kenneth Kelty, Fire Fighter, Truck No. 54; injured April 24, 1982	128.75
Bruce Kiel, Fire Fighter, Engine Co. No. 4; injured February 26, 1982	83.10
Arthur Kioldyk, Fire Fighter, Squad No. 1; injured January 16, 1982	7,697.99
Richard Kirby, Fire Fighter, Engine Co. No. 100; injured February 14, 1982	1,401.05
Elisabeth Miller, Paramedic, Ambulance No. 9; injured April 5, 1982	117.11

George Skrlac, Fire Fighter, Engine Co. 123; injured November 30, 1981	\$ 24.00
Benjamin Apicella, Captain, Engine Co. No. 59; injured April 5, 1982	95.00
William Bartgen, Paramedic, South Relief; injured January 21, 1982	283.00
George Berdell, Fire Fighter, Hook & Ladder No. 17; injured March 2, 1982	50.00
Ralph Boyce, Engineer, Engine Co. No. 94; injured February 9, 1982	299.00
Robert Davis, Fire Fighter, Engine Co. 84; injured September 26, 1981	47.00
Michael Drobitsch, Fire Fighter, Engine Co. 117; injured March 25, 1982	52.00
Thomas Fehsel, Fire Fighter, Truck No. 8; injured February 3, 1982	100.00
Michael Gordon, Engineer, Engine Co. No. 50; injured January 10, 1982	60.00
Joseph Kecseg, Lieutenant, Engine Co. 125; injured January 1, 1982	42.00
Michael Krolicki, Fire Fighter, Engine Co. No. 117; injured April 13, 1982	110.90
Craig Kuhnly, Paramedic, 3rd District Relief; injured April 4, 1982	35.00
James LaFaire, Fire Fighter, Engine Co. No. 63; injured March 11, 1982	100.00
John Lederer, Fire Fighter, Truck No. 37; injured March 16, 1982	270.95
Michael Lobianco, Fire Fighter, Squad No. 3; injured May 18, 1982	63.00
James Lovell, Fire Fighter, Truck No. 30; injured February 14, 1982	1,986.55
John Lynch, Fire Fighter, Squad No. 3; injured May 11, 1982	1,123.75
Barry McCallum, Fire Fighter, Hook & Ladder No. 19; injured April 25, 1982	182.00
Jerry McCormack, Fire Fighter, Hook & Ladder No. 48; injured May 2, 1982	59.00
James McDonnell, Lieutenant, 3rd District Relief; injured March 29, 1982	124.25
Patrick McGuinness, Paramedic, Ambulance No. 23; injured February 25, 1982	87.00
James McKee, Fire Fighter, Hook & Ladder No. 41; injured May 23, 1982	128.00
John McKee, Lieutenant, 1st District Relief-SS No. 1; injured September 13, 1980	405.75
Michael McShane, Fire Fighter, Truck No. 22; injured April 23, 1982	107.00
Scott McShane, Fire Fighter, Hook & Ladder No. 51; injured August 19, 1981	91.50
Thomas Magliano, Fire Fighter, Squad No. 4; injured April 15, 1982	38.00
Francis Moran, Fire Fighter, Engine Co. No. 26; injured February 20, 1982	123.00
Steven Neidenbach, Fire Fighter, Truck No. 29; injured May 13, 1982	235.00

Dennis Nelson, Fire Fighter, Hook & Ladder No. 32; injured April 28, 1982	\$	60.00
Michael Nelson, Fire Fighter, Truck No. 30; injured April 21, 1982		100.00
David Novak, Paramedic, Ambulance No. 7; injured April 7, 1982		92.90
Fred Barbara, Fire Fighter, Truck No. 2; injured December 7, 1981		120.50
Ramon Ortega, Fire Fighter, Engine Co. No. 122; injured April 16, 1982		303.89
Michael Owcarz, Fire Fighter, Engine Co. No. 46; injured May 13, 1982		82.00
Kenneth E. Pederson, Paramedic Ambulance No. 31; injured May 20, 1982		112.05
Joseph Perisin, Fire Fighter, Squad No. 5; injured March 19, 1982		123.00
Charles Peters, Paramedic, Ambulance No. 5; injured February 28, 1982		137.50
Peter Plennert, Fire Fighter, Hook & Ladder No. 23; injured August 5, 1980		214.12
Richard Polivka, Fire Fighter, Engine Co. No. 84; injured April 21, 1982		327.50
Michael Prendergast, Fire Fighter, Hook & Ladder No. 22; injured April 23, 1982		65.00
Robert Prohaska, Fire Fighter, Engine Co. No. 28; injured March 31, 1982		103.00
Raymond Rickert, Battalion Chief, Headquarters; injured January 2, 1982		330.79
Robert Sachs, Paramedic, Ambulance No. 3; injured March 11, 1982		78.00
Robert Sachs, Paramedic, Ambulance No. 3; injured February 24, 1982		159.00
Ruben Santiago, Fire Fighter, Engine Co. No. 14; injured March 21, 1982		585.00
Michael Schoenecker, Fire Fighter, Hook and Ladder No. 18; injured March 31, 1982		125.00
Robert Shea, Fire Fighter, Hook and Ladder No. 4; injured April 3, 1982		85.90
Terry Sheahan, Fire Fighter, Truck No. 19; injured May 27, 1982		116.72
Donald Smith, Lieutenant, Relief South District; injured April 22, 1982		276.44
Robert Smith, Lieutenant, Engine Co. No. 18; injured February 24, 1982		223.50
McKinley Spencer, Fire Fighter, Engine Co. No. 96; injured May 2, 1981		102.00
Nicholas Sprincz, Fire Fighter, Hook and Ladder No. 13; injured April 15, 1982		133.50
John Sterling, Battalion Chief, Battalion No. 7; injured February 18, 1980		131.50
Robert Sutka, Fire Fighter, Engine Co. No. 62; injured March 19, 1982		180.40
Steven Sweiton, Fire Fighter, Engine Co. No. 42; injured May 28, 1982		253.90
Kenneth Taylor, Fire Fighter, Engine Co. No. 72; injured March 23, 1982		164.70

William Veith, Paramedic, Ambulance No. 16; injured February 15, 1982	\$	38.75
Robert Villanueva, Fire Fighter, Truck No. 7; injured June 19, 1981		169.00
Gregg Walsh, Fire Fighter, Engine Co. No. 59; injured March 13, 1982		102.00
David Williams, Paramedic, Ambulance No. 18; injured January 9, 1982		138.00
Robert Zollner, Fire Fighter, Hook and Ladder; injured November 13, 1981		42.00;

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 expense, 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 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:

Eddie D. Beal, 034983, District 6; injured April 5, 1982	\$	68.20
Ronald D. Berkheiser, 043396, District 25; injured April 5, 1982		198.75
Joseph N. Bertucci, 045770, District 25; injured March 21, 1982		252.50
Bernard J. Blake, 052440, District 4; injured April 21, 1982		180.50
Clyde S. Bradenberger, 068894, District 5; injured December 17, 1981		40.00
Warren F. Britt, 074635, Intersection Control Unit; injured April 30, 1982		3,197.80
Stanley J. Byczek, 094815, Gang Crimes Enforcement; injured April 30, 1982		100.00
Scott A. Celani, 117140, District 4; injured April 21, 1982		115.00
Philip Centracchio, 117599, Youth Division; injured August 31, 1980		40.00
Esmagda Cristia, 156280, District 14; injured April 25, 1982		113.00

Joseph J. Cosentino, 149556, District 2; injured November 9, 1981	\$ 210.00
Michael T. Cyze, 165244, Enforcement Section; injured March 12, 1982	984.70
Renato P. DeSilvestro, 189002, District 24; injured February 20, 1982	4,545.30
Anthony J. Doyle, 194515, Mass Transit Unit; injured April 24, 1982	151.25
Henderson L. Edwards, 218375, District 2; injured April 8, 1982	164.00
Judith H. Fritz, 261634, Youth Division; injured March 8, 1982	594.00
Wendell J. Guess, 308844, District 4; injured April 5, 1982	530.00
Stanley Hunter, 364751, District 4; injured April 5, 1982	630.00
Godfrey E. Jones, 389574, District 21; injured March 8, 1982	50.50
Kenneth Kalafut, 396385, District 21; injured February 23, 1980	90.80
Robert F. Keating, 405363, Youth Division Administration; injured April 19, 1982	285.10
Stanley Kiwala, 422993, District 12; injured March 3, 1980	90.00
John F. Klunk, 426258, District 13; injured April 3, 1982	510.00
Kenneth Kostrzewa, 433911, District 15; injured January 5, 1982	1,130.00
Marquerite M. McCarthy, 519034, District 24; injured April 11, 1982	1,707.00
James G. McIntyre, 533905, District 14; injured November 30, 1981	890.00
James McIntyre, 533905, District 14; injured April 8, 1982	44.00
David W. McNee, 540051, Enforcement Section; injured November 14, 1979	35.00
Donald G. Macak, 486231, District 22; injured April 16, 1981	212.00
Ronald Matthews, 511124, District 19; injured April 6, 1982	300.50
Linwood H. Moaney, 559498, District 1; injured April 11, 1982	183.60
Cornelius J. Morgan, 567226, District 6; injured April 5, 1982	219.20
Ollie Morgan, 567725, Intelligence Section; injured April 28, 1982	265.00
Richard J. Nowak, 601059, District 12; injured October 4, 1981	30.00
Wayne H. Pagers, 626675, District 23; injured November 24, 1981	990.00
Edwin M. Paschall, 633304, District 16; injured April 14, 1982	3,377.00
Frank Pelnar, 638940, Area 5 Property Crimes; injured April 8, 1982	916.98

Albert Pfeiffer, 645932, District 21; injured April 9, 1982	\$	172.00
Dominic Ronchetto, 698283, District 9; injured April 5, 1981		91.60
Michael J. Schmitz, 737392, District 23; injured, March 22, 1982		108.00
Alfred Schultz, 730354, District 5; injured January 22, 1981		9.00
Stephen Sherwin, 745605, District 7; injured January 24, 1982		105.00
James A. Sims, 751163, District 19; injured April 3, 1982		35.00
James F. Simmons, 749797, District 5; injured April 20, 1982		99.00
Roy G. Smith, 762177, District 17; injured February 24, 1982		80.00
John Steiner, 778214, District 12; injured December 26, 1981		25.00
Daniel Swiatkowski, 794662, District 22; injured April 1, 1982		239.20
Richard L. Szeluga, 796265, Area 5 Property Crimes; injured April 8, 1982		76.00
Kevin G. Taylor, 801736, District 19; injured April 3, 1982		69.00
Thomas Thompson, 808589, District 17; injured December 7, 1981		191.25
Michael T. Tobin, 811892, District 23; injured November 10, 1981		130.00
Vincent J. Tondryk, 814017, Gang Crimes Enforcement; injured April 30, 1982		55.00
Larry Vincent, 833802, District 2; injured April 19, 1982		183.00
William M. Voight, 835400, District 11; injured March 2, 1982		747.00
Robert J. Wallander, 841335, District 17; injured February 26, 1982		200.00
Joseph A. Wasilewski, 849643, District 8; injured November 20, 1981		68.71
Edward T. Wegner, 853326, District 10; injured April 26, 1982		92.25
Norman W. Winters, 875014, District 16; injured April 6, 1982		82.50
Martin Wojak, 877466, District 17; injured March 15, 1982		135.00
Thomas Angelo, 014518, District 16; injured September 5, 1981		87.00
Vito M. Belice, 024368, District 9; injured April 18, 1982		254.40
Wayne Campbell, 101966, District 5; injured February 8, 1982		20.00
Francis L. Costello, 150265, District 24; injured April 20, 1982		245.00
John C. Coyne, 153540, District 10; injured May 29, 1981		320.00
Ellen M. Egan, 218903, District 18; injured April 4, 1982		164.50

Timothy Fallon, 231301, District 15; injured September 15, 1981	\$ 70.00
Donald Farrell, 232672, District 14; injured June 27, 1980	120.00
Arthur Fischer, 241109, Enforcement Section; injured March 11, 1982	340.00
Edward Griffin, 303519, Gang Crimes-South; injured March 18, 1982	240.00
Natham Hamilton, 316491, District 8; injured March 2, 1982.	173.40
Judge Hardy, 321277, District 5; injured April 15, 1982	163.50
Edward Hansen, 319495, Special Operations Group; injured January 14, 1981	128.00
William Hesper, 342005, Special Operations Group; injured January 1, 1982	132.00
Albert Jackson, Sr., 370867, District 4; injured January 13, 1982	110.40
Richard Johnson, 386626, District 3; injured August 31, 1981	3,177.90
Juan N. Juerez, 393988, District 23; injured October 12, 1981	1,200.22
Robert A. Lazo, 457942, Enforcement Section; injured October 10, 1981	4,825.63
Frank Lemkee, 461978, District 10; injured March 5, 1980	96.00
Soter Libaris, 468450, District 24; injured March 2, 1982	453.20
Paul Morlis, 502895, District 18; injured October 25, 1978	1,441.50
Jerome Morgan, 567599, District 21; injured January 3, 1982	360.00
Walter Muszynski, 583257, District 9; injured April 18, 1982	180.40
Robert M. Ocampo, 605318, District 14; injured November 13, 1981	1,709.78
Robert F. Reid, 679975, District 2; injured October 20, 1981	61.00
Vincent James Sandore, Detective Division; injured February 4, 1981	60.00
Clark W. Schroeder, 729190, Special Function Canine Unit; injured March 15, 1982	70.00
Edward L. Simenak, 749593, Gang Crimes - West; injured December 22, 1981	102.50
Russell P. Strazzante, 784283, Enforcement Section; injured October 10, 1981	5,720.72
William M. Thomas, 807389, District 4; injured March 30, 1982	60.00
Charles J. Toussas, 815545, District 9; injured January 28, 1982	90.00
Roman Wozny, 881744, Enforcement Section; injured January 9, 1982	5,060.21
Vincent Callahan, 100219, District 7; injured August 4, 1979	170.00
Stanley Grybas, 307901, District 8; injured January 31, 1982	2,475.25

Harold Jacoby, 374256, District 22; injured April 3, 1979	45.00
Albert Krueger, 440182, District 22; injured March 14, 1980	100.00
Anthony Lodi, 474196, Gang Enforcement - North; injured March 1, 1982	315.00
Donald Martin, 505220, District 6; injured January 24, 1978	409.00
Charles Molnar, 561137, District 17; injured December 17, 1981	7.50
Mitchell Ramski, 673202, District 5; injured March 2, 1982	30.00
Charles Tribble, 818231, District 6; injured February 18, 1982	140.00
Hugh Versteegh, 832830, District 14; injured April 27, 1979	30.00
Ralph Zierk, 892439, District 8; injured March 3, 1980	210.00
Robert Archer, 016190, District 17; injured January 17, 1982	14,999.30
Michael Egan, 219169, District 10; injured February 7, 1982	176.00
Dennis T. Goc, 287304, District 10; injured February 7, 1982	264.00
Ralph Guy, 311112, District 7; injured November 17, 1981	15.00
Robert Herman, 340860, Vice Control Section; injured December 4, 1981	120.00
Marshall T. Massey, 501451, District 6; injured February 21, 1982	120.00
Brian Basic, Firefighter, Truck No. 14; injured March 22, 1982	84.90
George Begich, Firefighter, Engine Co. No. 5; injured October 9, 1981	283.40
Daniel Breaux, Paramedic, Emergency Medical Service - Relief; injured January 28, 1982	204.00
William Canning, Relief Lieutenant, Truck No. 5; injured February 24, 1982	15.00
Patrick Dillion, Firefighter, Engine Co. No. 1; injured November 5, 1981	211.60
William Green, Firefighter, Hook and Ladder No. 18; injured March 18, 1982	153.00
Daniel Haines, Paramedic, Ambulance No. 36; injured February 4, 1982	100.00
Robert J. Hoffmeister, Lieutenant, 5th District Relief; injured December 13, 1981	199.50
Victor Jaccino, Engineer, Engine Co. No. 10; injured May 19, 1981	39.00
Robert Jauch, Battalion Chief, Relief; injured September 22, 1981	1,670.00
Sylvester Jones, Firefighter, Hook and Ladder No. 34; injured November 21, 1981	110.00
Martin Limberg, Paramedic, Ambulance No. 22; injured February 18, 1982	93.00
William Mallary, Paramedic, SSR No. 2 Platoon; injured August 10, 1981	77.00

Clavon Moore, Firefighter, Engine Co. No. 1; injured March 9, 1982	\$ 467.55
Richard Temple, Firefighter, Engine Co. No. 63; injured September 14, 1980	220.00
Kevin O'Shea, Paramedic, Ambulance No. 7; injured January 12, 1982	76.00
Richard Walsh, Firefighter, Hook and Ladder No. 1; injured April 10, 1982	138.00
Thomas Williams, Engineer, Engine Co. No. 43; injured February 14, 1982	88.00
George Witry, Engineer, Repair Shop; injured February 25, 1982	187.00
Aloysius Zadora, Lieutenant, Engine Co. No. 23; injured February 24, 1982	847.94

**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 authorized payments of miscellaneous claims.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--44.

*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, City Comptroller: Account No. 100.9112.934.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Lester Powell, 1338 W. 87th Street, Chicago, Illinois 60620	5368 Tobacco	\$ 80.00

Song Quang Company, 1060 W. Argyle, Chicago, Illinois 60640	K 42934 Liquor	\$ 669.00
Bernard G. Schatz, 3838 N. Kedzie Avenue, Chicago, Illinois 60618	40116 Vehicle Repair Shop	150.00
Montgomery Ward and Company, Inc. 1 Montgomery Ward Plaza, Chicago, Illinois 60671	3735 Food Dispenser	475.00
Montgomery Ward and Company, Inc. 1 Montgomery Ward Plaza, Chicago, Illinois 60671	3731 Food Dispenser	150.00
Shelly Harmon, 303 S. Cicero Avenue, Chicago, Illinois 60644	K 46861 Food and Milk	18.75

*Damage to Property.*

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

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Donald E. Swanson, 4846 N. Kilpatrick Avenue, Chicago, Illinois 60630	11-30-81 4846 N. Kilpatrick	\$ 650.00
Louis Weischedel, 6143 S. Hamlin Avenue, Chicago, Illinois 60629	3-17-82 3755 W. 61st Place	125.00

*Damage to Vehicles.*

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Farmers Insurance Group and Ruben Rivera, 4201 Euclid, Rolling Meadows, Illinois 60008	4-7-80 Sheffield Near Addison 22-10291-46-72	\$ 450.69
Bernedette Smith, 10210 S. Torrence Avenue, Chicago, Illinois 60617	1-19-82 10210 S. Torrence Avenue	600.00

*Damage to Property.*

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Martin Zieler, 3800 W. Rosemont Avenue, Chicago, Illinois 60659	1-23-79 3800 W. Rosemont Avenue	\$ 450.00

July 15, 1982

REPORTS OF COMMITTEES

11693

Alicia Burrell, 1642 W. Morse Avenue, Chicago, Illinois 60626	4-21-82 1642-44 W. Morse Avenue	\$ 9.44
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*Damage to Vehicles.*

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
J. C. Penny Insurance and Leo Wysocki, 800 Brookside Boulevard, Westerville, Ohio 43081	11-26-80 4400 S. Archer Avenue	\$ 339.85
Louise Richardson, 9337 S. Saginaw, Chicago, Illinois 60617	9-16-81 83rd and Ellis Avenue	195.00
Alfred Winczer, 5200 N. Sheridan Road, Chicago, Illinois 60640	11-9-81 18th and LaSalle Street	151.00
Rodolfo Segovia, 4107 N. St. Louis, Chicago, Illinois 60618	11-8-81 5853 S. Western Avenue	180.00
Kathleen A. Smith, 4046 N. LaPorte, Chicago, Illinois 60641	10-15-81 1353 N. State Parkway	275.00
Rosalyn Greenberg, 1640 E. 50th Street, Chicago, Illinois 60615	11-10-81 Parking No. 44-	75.00
Scott A. Webb, 630 N. Harvey, Oak Park, Illinois 60302	12-16-81 1915 E. 52nd Street	450.00
Recovery Services International and Edwin Cook, 120 S. Riverside Plaza, Chicago, Illinois 60606	6-15-81 4117 W. Nelson Street	439.42
Sal Contaldo, 916 S. Western Avenue, Chicago, Illinois 60612	6-6-80 2419 W. Arthington Avenue	650.00
Joseph A. Sienko, 4823 S. Komensky Avenue, Chicago, Illinois 60632	2-8-82 31st and S. Pulaski	183.00
Jose A. Padilla, 2439 N. California Avenue, Chicago, Illinois 60647	9-9-81 3517 W. Evergreen Street	300.00
Charles Kemp, 12658 S. Wallace Avenue, Chicago, Illinois 60628	2-1-82 3220 W. 21st Street	200.00
Mike Holub, 9815 S. Avenue M, Chicago, Illinois 60617	12-1-80 99th Street at Viaduct	175.00

John J. Gill, 655 W. Irving Park, Chicago, Illinois 60618	2-17-82 Pound No. 9	\$ 100.00
Allen M Carnow, 5353 N. Virginia Avenue, Chicago, Illinois 60625	2-12-82 3050 W. Bryn Mawr Avenue	85.00
Gerald Winter, 11239 S. St. Louis Avenue, Chicago, Illinois 60655	12-4-81 2601 W. 79th Street	27.27
Doo Young Hong, 3413 Keenan, Glenview, Illinois 60025	3-5-82 120 N. LaSalle Street	50.00
Lucille Orr, 4805 S. Forrestville Avenue, Chicago, Illinois 60615	3-30-82 5900 South Shore Drive	80.00
Lelia Fykes, 8458 S. Drexel Avenue, Chicago, Illinois 60619	4-16-82 644 E. 83rd Street	38.00
Anastasia M. Windau, 516 Stevens Drive, Apt. 108, Addison, Illinois 60101	4-10-82 Lawrence and East River Road	82.00
Mrs. Belle Fink, 5844 N. Bernard Avenue, Chicago, Illinois 60659	2-12-82 1600 N. Lake Shore Drive	71.00
Fred White, 4845 N. Troy, Chicago, Illinois 60625	4-10-82 Sheridan at Gordon Terrace	150.00
Patricia M. Sochacki, 8507 Fernald Street, Morton Grove, Illinois 60053	4-6-82 Parkside Avenue	53.00
Jane Silva, 8040 S. Kirkland Avenue, Chicago, Illinois 60652	3-27-82 82nd and Kolmar and Scottsdale Avenue	80.00
Daniel E. Lyman, 7224 S. Fairfield Avenue, Chicago, Illinois 60629	3-31-82 2913 W. 47th Street	257.00
Salvatore T. Licata, 438 1/2 Ridge Road, Wilmette, Illinois 60091	4-15-82 Clark and Division Streets	47.00
Anita J. Kanaby, 9361 Bay Colony Drive, Des Plaines, Illinois 60016	3-25-82 Lawrence Avenue 1 block W. of East River Road	40.00
Edward Jawgiel, 5729 S. Melvina Avenue, Chicago, Illinois 60638	4-28-82 Archer and Merrimac S.W. Corner	118.00
Claudell Jackson, 6330 S. May Street, Chicago, Illinois 60621	3-3-82 7200 S. Wentworth	40.00

July 15, 1982

REPORTS OF COMMITTEES

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Joe Hudson, 4519 S. Leamington Avenue, Chicago, Illinois 60638	4-27-82 N. Kilbourn and Chicago Avenue	\$ 95.00
Greg Hovanec, 3337 W. 65th Street, Chicago, Illinois 60629	3-29-82 6321 S. Damen Avenue	169.00
Jacqueline Groves, 1021 Catalpa Lane, Naperville, Illinois, 60540	2-20-82 Lake Shore Drive and Foster Avenue	40.00
Rosario Lynne Garcia, 2725 N. Kenmore Avenue, Chicago, Illinois 60614	4-3-82 Broadway and Roscoe N.W.	122.00
Irma R. Dixon, 1352 W. 109th Place, Chicago, Illinois 60643	2-23-82 110th and Loomis Avenue	58.00
Jacqueline P. Cox, 4800 S. Lake Park Avenue, Chicago, Illinois 60615	3-30-82 4700 S. Woodlawn	30.00
Gwendolyn Centeno, 553 W. 36th Street, Chicago, Illinois 60609	1-17-82 39th and Damen Avenue	200.00
Edward Burg, 6635 N. Kostner, Lincolnwood, Illinois 60646	4-14-82 7324 N. Western Avenue	106.00
Barbara M. Bennett, 4848 N. Winthrop Avenue No. 1014, Chicago, Illinois 60640	4-11-82 4600 N. Clarendon	44.00
Frank Bendorf, 2038 W. Diversey, Chicago, Illinois 60647	4-18-82 2868 N. Clybourn	35.00
Larry M. Bagby, 1131 W. George Street, Chicago, Illinois 60657	4-13-82 2751 N. Cannon Drive,	30.00
Allan C. Brandt, P.O. Box 905, Chicago, Illinois 60690	4-3-82 Hayes Drive-in Jackson Park	65.00
Edna W. Brandt, 1650 W. 106th Street, Chicago, Illinois 60643	3-16-82 107th and Claremont Avenue	156.00
Frank Mirando, 3194 N. Elston Avenue, Chicago, Illinois 60618	12-16-81 2900 Sheffield Avenue	200.00
John P. Kuehner, 3754 W. 64th Street, Chicago, Illinois 60629	4-14-82 3612 W. 61st Street	80.00
Farmers Insurance Group and Gary Myers, 4201 Euclid, Rolling Meadows, Illinois 60008	3-14-82 5000 N. Lake Shore, Pol-22. 10863 9504	653.24

Dr. Jacquet N. Farkas, M.D., 435 Swan Court, Deerfield, Illinois 60015	4-17-82 25th Street	\$ 54.00
Ernest Cox Jr., 1217 N. Oak Park, Oak Park, Illinois 60302	4-14-82 67th and Loomis Avenue	41.00
Percy Clark, 5406 W. Walton Street, Chicago, Illinois 60651	5-1-82 117 N. Menard	54.00
Henrietta Christian, 9609 S. Peoria Street, Chicago, Illinois 60643	5-7-82 87th and Jeffery	100.00
Robert J. Brajcki, 3414 N. Tripp Avenue, Chicago, Illinois 60641	4-11-82 Addison and Kimball	62.00
Alice A. Brader, 7447 S. Shore Drive, Apt. 20B, Chicago, Illinois 60649	4-30-82 7 N. Homan Avenue	150.00
Eugene E. Bowser, 8204 S. May Street, Chicago, Illinois 60620	5-10-82 Ogden and California Avenues	40.00
Mark Symons, 524 Hunter Court, Wilmette, Illinois 60091	2-15-82 Foster and Lake Shore Drive	31.50
Henry J. Schneider, 3920 N. Central Avenue, Chicago, Illinois 60634	3-30-82 5519 N. Sayre Avenue	60.00
Joseph Schlenvogt, 1 N. LaSalle Street, Chicago, Illinois 60602	4-28-82 City Parking No. 8	71.00
Ruthie Roulhac, 7640 S. Aberdeen Street, Chicago, Illinois 60620	4-23-82 2519 Damen Avenue	88.00
Charlotte Reese, 9528 S. Forest Avenue, Chicago, Illinois 60628	4-20-82 95th and Dobson	35.00
Peter Pervan, 7729 S. Kenneth Avenue, Chicago, Illinois 60652	4-23-82 30 Hundred S. Western	170.00
Nathan Lubin, 4818 N. Leavitt Street, Chicago, Illinois 60625	5-18-82 Argyle and Kimball	37.00
Christine J. White, 5311 S. Richmond Street, Chicago, Illinois 60632	2-22-82 California and 49th Street	50.00
Thomas Rusher, 1647 W. 93rd Street, Chicago, Illinois 60620	5-28-82 Western and Roosevelt Road	800.00

James Comings, 8245 S. Eberhart Avenue, Chicago, Illinois 60619	1-5-82 8245 S. Eberhart Avenue	\$ 300.00
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*Damage to Vehicles.*

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Zenon Dziadyk, 841 N. Mozart Street, Chicago, Illinois 60622.	7-30-81 4200 N. Lawndale Avenue	\$ 150.00
Beverly A. Heyl, 5514 N. Mango Avenue, Chicago, Illinois 60630	10-17-81 Campbell between Catalpa and Balmoral	98.80;

*Damage to Vehicle.*

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Dawn Lerner 2600 W. Rascher Avenue, No. 411, Chicago, Illinois 60625	2-23-82 2600 W. Rascher	\$ 74.00;

*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 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:

*Refunds for Water Leaks.*

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Address</i>	<i>Amount</i>
Keith Brigham, 4335 W. Fullerton Avenue, Chicago, Illinois 60639	4335 W. Fullerton Avenue	\$ 122.97
Matthew Gryzlo, 2615 W. Rice Street, Chicago, Illinois 60622	2615 W. Rice Street	27.77
Parking Station, Incorporated, 765 W. Adams Street, Chicago, Illinois 60606	769-61 W. Adams Street	300.00
Edward Balicek, 1807 N. California Avenue, Chicago, Illinois 60647	1807 N. California Avenue	33.80
Bertha Jones, 3640 S. Prairie Avenue, Chicago, Illinois 60653	3640 S. Prairie	146.78;

and

*Be It Further Ordered,* That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant 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.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Bernard Wren, 7929 S. LaSalle Street, Chicago, Illinois 60620	3118 W. 15th Place	\$ 122.97
Thomas Coil, 8855 S. Normal Avenue, Chicago, Illinois 60620	8855 S. Normal Avenue	123.89
Dennis Martinez, 8323 S. Buffalo Avenue, Chicago, Illinois 60617	8323 S. Buffalo Avenue	300.00
Mamie L. Thomas, 3234 W. Polk Street, Chicago, Illinois 60624	3234 W. Polk Street	50.41
David R. Pollack, 836 W. Roscoe Street, Chicago, Illinois 60657	1345 N. Maplewood Avenue	256.52
Willie Webb, 10236 S. Sangamon Street, Chicago, Illinois 60643	10236 S. Sangamon Street	20.17
Jorge Pinzon, 835 W. Dakin Street, Chicago, Illinois 60613	835 W. Dakin Street	51.39
Mildred K. Blonda, 2134 N. Moody Avenue, Chicago, Illinois 60639	2134 N. Moody Avenue	34.72
Rudolph Drozd, 6100 W. Newport Avenue, Chicago, Illinois 60634	1059 W. Fry Street	64.66
Michael Simanowicz, 3761 N. Wilton Avenue, Chicago, Illinois 60613	3855 N. Southport Avenue	143.60
James Allen, 3228 W. Augusta Boulevard, Chicago, Illinois 60625	4831 N. St. Louis Avenue	90.59
Bernice Horton, 1112 W. Marquette Road, Chicago, Illinois 60621	1112 W. Marquette Road	55.20
Bill Backus, 17 W. Randolph Street, Restaurant, Chicago, Illinois 60601	17-19 W. Randolph Street	300.00
Burton R. Abrams, 100 N. LaSalle Street, Chicago, Illinois 60602	920 E. 43rd Street	125.94

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

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1982.

*To the President and Members of the City Council:*

Your Committee on Finance, to which were referred September 16, 1980, and subsequently, sundry claims as follows:

*Compensation for Damage to Vehicles:*

September 16, 1980	Ahmad Salaheldeen
October 22, 1981	Joseph A. Locelso
November 4, 1981	Raymond T. Banicki
November 30, 1981	John Richard F. Johnson
January 14, 1982	Lorrie J. Urban
January 14, 1982	Charles Molter
January 14, 1982	Laura M. Franklin
March 2, 1982	Helene Gonska
March 2, 1982	Allstate Insurance Company and John Cannizzo
March 2, 1982	Cleveland Walker, Jr.
March 19, 1982:	Aetna Casualty and Surety Company and Robert E. Carmichael
March 19, 1982	Willett Nationalease Company
March 19, 1982	Debra Words
March 19, 1982	J. C. Tincher
March 19, 1982:	Alvin G. McClinton
March 19, 1982:	William H. Fields
March 30, 1982:	American States Insurance and North American Printing, Incorporated
March 21, 1982:	Gail Conforti
May 5, 1982:	Michael L. Wilson Sr.
May 5, 1982:	Liberty Mutual and Factory Mutual Company
May 5, 1982	Felipe A. DeHoyos
May 5, 1982:	Allstate Insurance Company and Menrad Kraus
May 5, 1982:	Allstate Insurance Company and Guillermo Ortega
May 18, 1982	Gary B. Myers
May 27, 1982	Gladys Trigourea
May 27, 1982	Emily A. Strong
May 27, 1982	Ray Stachurski
May 27, 1982	Mrs. Celia Selman
May 27, 1982	Royal Insurance Company and Mulvihill Brothers
May 27, 1982:	Michael I. Mueller
May 27, 1982	Vincent A. Montelpasse
May 27, 1982	Patricia A. Lofthouse
May 27, 1982:	Cynthia L. Kellams
May 27, 1982:	Walter W. Hathaway
May 27, 1982	Lawrence A. Gember
May 27, 1982	Jean S. Dukes
May 27, 1982:	Lucinda M. Digirolamo
May 27, 1982	Annette B. Collins
May 27, 1982	Andrew Cahue
June 9, 1982	Mary Beth Gurgone
May 27, 1982:	Allstate Insurance Company and Russell and Joan Hardin
June 9, 1982:	Steve Gray
June 9, 1982	Edward A. Friz
June 9, 1982	David F. Dore

June 9, 1982	Martin A. Blumenthal
June 9, 1982	Joseph P. Zadorozny
June 9, 1982	John Venclovas
June 9, 1982	Clifford Thomas
June 9, 1982	Durancy Singleton
June 9, 1982	Dan Moseley
June 9, 1982	Catherine McKellor
June 9, 1982	Bernard L. McShaw
June 9, 1982	Ann E. Malone
June 9, 1982	Tzan-Hon Li

*Compensation for Damage to Property:*

December 3, 1981	James W. Hensley
December 11, 1981	Miss Beulah C. Nelson
January 14, 1982	John MacHale
March 2, 1982	District Furniture and Appliance
March 2, 1982	Joanne Seper
April 21, 1982	National Dealer Services, Incorporated
May 27, 1982	Mrs. M. Kelly

*Compensation for Various Refunds:*

November 14, 1980	Wilson Rella
December 12, 1980	Gaylord Building Corporation
August 19, 1981	Sabino Medrano
September 14, 1981	Florence Akins
November 4, 1981	Philip J. Barasch and Son
November 30, 1981	Jerome T. Walters
November 30, 1981	Allen-Bradley Company
February 10, 1982	Jim Elias
February 10, 1982	Walter Gholston
April 21, 1982.	Polish Army Veterans Association of America Post 90
April 21, 1982.	Civic Realty and Mortgage Company Incorporated.

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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--44.

*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.

*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 Children's Benefit League of Chicago and Suburbs concerning their Tag Day Receipts for April 16, 1982.

A communication from the Mary Bartelme Homes concerning their audit for Fiscal Year 1981.

A communication from the Department of Public Works concerning the Monthly Progress Report on Sewer Bond Issue projects for the month of May, 1982.

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**COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.**

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**Approval Given to Sale of Parcel 19-39 in Near West Side Conservation Area to Pattie DiMaggio.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) to approve the sale of Parcel 19-39 in the Near West Side Conservation Area to Pattie DiMaggio, approved by the Department of Urban Renewal by Resolution No. 82-DUR-69, adopted on June 29, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith:

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-69, adopted by the Department on June 29, 1982, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

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

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Pattie DiMaggio	19-39	2,669.28 and 2-story residence	Not Applicable	\$18,000.00

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

**Approval Given to Sale of Parcel B-69 in Near West  
Side Conservation Area to Trina Sefcheck**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) to approve the sale of Parcel B-69 in the Near West Side Conservation Area to Trina Sefcheck, approved by the Department of Urban Renewal by Resolution No. 82-DUR-61, adopted on June 29, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-71, adopted by the Department on June 29, 1982, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

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

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Square Foot Price</i>	<i>Total Price</i>
Trina Sefcheck	B-69	8,837	\$3.25	\$28,720.25

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

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

**Approval Given to Sale of Parcel LR-88 in Near West Side  
Conservation Area to Pat Frank DeLeo.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne (which was referred on June 30, 1982) to approve the sale of Parcel LR-88 in the Near West Side Conservation Area to Pat Frank DeLeo, approved by the Department of Urban Renewal by Resolution No. 82-DUR-70, adopted on June 29, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-70, adopted by the Department on June 29, 1982, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

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

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Square Foot Price</i>	<i>Total Price</i>
Pat Frank DeLeo	LR-88	2,251.8	\$2.35	\$5,291.73

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

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

**Approval Given to Sale of Parcel 1-2 in Hyde Park-Kenwood Conservation Area to Church of St. Paul and The Redeemer.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on

May 27, 1982) to approve the sale of Parcel I-2 in the Hyde Park-Kenwood Conservation Area to the Church of St. Paul and the Redeemer, approved by the Department of Urban Renewal by Resolution No. 82-DUR-56, adopted on May 18, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan for the Hyde Park-Kenwood Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-56, adopted by the Department on May 18, 1982, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Hyde Park-Kenwood Conservation Area, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Square Foot Price</i>	<i>Total Price</i>
The Church of St. Paul and the Redeemer	I-2	10,530	\$1.00	\$10,530.00

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

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

**Designation of Certain Slum and Blighted Areas Reaffirmed as  
Blighted Commercial Areas.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance (which was referred on June 30, 1982) to reaffirm the designation by the Commercial District Development Commission of the following Slum and Blighted Areas as Blighted Commercial Areas:

Clybourn-Ogden  
Roosevelt-Halsted  
16th-Canal  
South Loop  
Madison-Racine  
Cicero-Kinzie  
Cermak-Kedzie  
Garfield-LaSalle

which were transferred from the jurisdiction of the Board of the Department of Urban Renewal to the Commercial District Development Commission by ordinance passed by the City Council on December 12, 1980, and reaffirmed by Resolution No. 82-CDDC-37, adopted on June 29, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 8, 1975, a Commercial District Development Commission was duly appointed; and

WHEREAS, Chapter 15.1 of the Municipal Code of Chicago provides for the designation of Blighted Commercial Areas by the Commercial District Development Commission, hereinafter referred to as the "Commission;" and

WHEREAS, The Commercial District Development Commission by Resolution Nos. 80-CDDC-15 and 81-CDDC-11 previously transmitted to this Body approved the designation of Slum and Blighted Areas Clybourn-Ogden, Roosevelt-Halsted, 16th & Canal, South Loop, Madison-Racine, Cicero-Kinzie, Cermak-Kedzie and Garfield-LaSalle as Blighted Commercial Areas; and

WHEREAS, On December 12, 1980 the City Council passed an ordinance approving the reclassification of the above Slum and Blighted Areas to Blighted Commercial Areas and the transfer of said projects from the jurisdiction of the Board of the Department of Urban Renewal to the Commercial District Development Commission; and

WHEREAS, By Resolution No. 82-CDDC-37 the Commercial District Development Commission reaffirmed its approval of the designation of the aforementioned Blighted Commercial Areas and recommends to the City Council that it authorize the acquisition of real property within said areas; now, therefore,

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

SECTION 1. That the City Council hereby reaffirms its approval of the designation by the Commercial District Development Commission of Blighted Commercial Areas Clybourn-Ogden, Roosevelt-Halsted, 16th & Canal, South Loop, Madison-Racine, Cicero-Kinzie, Cermak-Kedzie and Garfield-LaSalle.

SECTION 2. That the Commercial District Development Commission is authorized to acquire the areas herein designated for redevelopment in accordance with Chapter 15.1 of the Municipal Code of Chicago, such areas being previously fully described in the Journal of the City Council Proceedings as follows: Clybourn-Ogden, December 29, 1966 page 8307; Roosevelt-Halsted, September 19, 1966 page 7299; 16th & Canal, November 17, 1977 page 6304; South Loop, July 7, 1978 page 8075; Madison-Racine, October 24, 1979 page 1166; Cicero-Kinzie, March 21, 1977 page 5074; Cermak-Kedzie, September 28, 1977 page 6023; Garfield-LaSalle, December 7, 1965 page 5506.

SECTION 3. This ordinance shall take effect immediately upon passage.

Approval Given to Sale of Parcels C-4, R-14 and R-15 in  
Project Central Englewood to New Horizon and  
Englewood Community Development  
Corporation.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, July 14, 1982.

*To the President and Members of the City Council:*

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) to approve the sale of Parcels C-4, R-14 and R-15 in Project Central Englewood to New Horizon and the Englewood Community Development Corporation, approved by the Department of Urban Renewal by Resolution No. 82-DUR-59, adopted on June 29, 1982, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY GABINSKI,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan for Project Central Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase certain parcels of land as listed below and as set forth in Resolution No. 82-DUR-73 adopted by the Department on June 29, 1982, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in Project Central Englewood, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Total Sq. Ft.</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
New Horizon and the Englewood Community Develop- ment Corporation	C-4, R-14	81,998.6	Not Applicable	\$1.00

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

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**COMMITTEE ON INTERGOVERNMENTAL RELATIONS.**

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**U.S. Congress Urged to Support House Resolution 5573  
Concerning Computer Programs in Schools.**

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Intergovernmental Relations, having had under consideration a Resolution, (which was referred on June 30, 1982) calling upon the Congress of the United States to support House Resolution

5573, which provides tax incentives to computer equipment companies which donate computer equipment to primary and secondary schools, begs leave to recommend that Your Honorable Body *Adopt*, this said proposed resolution which is transmitted herewith.

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

Respectfully submitted,  
(Signed) ROMAN PUCINSKI,  
Chairman.

On motion of Alderman Nardulli the proposed resolution transmitted with the foregoing committee report was *Adopted*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said resolution as adopted:

WHEREAS, The need for computer programs in public and private elementary schools has become a vital part in the education and employment of our Chicago students, which computer activities will help spur the technological capacity of Illinois residents as a vital ingredient for the expansion of technology-based industry in the City of Chicago; and

WHEREAS, The United States Government has recently cut back in its investment in science education and in the development of technology-based industries and work force; and

WHEREAS, Computer studies in elementary and secondary school students is required in the development of basic skills of logic; reading, writing, designing a program, advancing skills in calculation, science, computer operation and word-processing with numbers of teachers taking lead in establishing computer education courses and counseling services and who are now requesting assistance in securing equipment and training to adapt computers to the teaching of sciences, mathematics, vocational, business and health occupations and career counseling services; and

WHEREAS, The Chicago public schools and private elementary and secondary schools are faced with funding crises which do not enable them to purchase sufficient computer equipment to establish computer education classes for the students; and

WHEREAS, Computer education courses in pilot Chicago schools have already resulted in substantial savings in administrative time and budgets by using computerized procedures to handle many routine record keeping tasks, including daily attendance and class-scheduling; and

WHEREAS, The U.S. House of Representatives and Senate now have under consideration proposals to provide tax incentives to private computer companies which donate new computer equipment to public and private elementary schools, to provide aid to local schools for vocational education programs to train students in technological skills of electronics and computer technicians, programmers and operators to meet the growing shortages in these areas, and (under this proposal, the Apple Computer Company has offered to donate a computer to each of 103,000 public and private and secondary schools in the nation. The estimated value is between \$200 and \$300 million, and the loss to the U.S. Treasury is about \$27 million. Thus, the return to public and non-profit private sector is about ten times the revenue loss in taxes); and

WHEREAS, Volunteer organizations in Chicago of parents, educators, science professionals, students and civic leaders have launched important efforts to aid schools and other community institutions to set up computer education courses, to use computer facilities to bolster reading abilities and tutoring in many subjects, and to provide advanced computer science opportunities; now, therefore,

*Be It Resolved*, (1) That the City Council of the City of Chicago strongly endorses cooperative efforts between education, business and government to provide computer equipment and classes for every elementary and secondary school student, public and private, in the City of Chicago.

(2) That the City Council supports the concept of the proposed Technology Education Act, now pending before the U.S. Congress, to provide tax incentives to computer equipment companies which donate computer equipment to primary and secondary schools on the same basis as incentives now available for the contribution of similar equipment for higher education research and development and to support the training of technicians, programmers and operators in electronics and computer fields in which there is high job demand.

(3) That a copy of this Resolution be sent to each member of the Illinois Congressional Delegation, to appropriate members of the U.S. Congress, and to participants in education-industry-government science education ventures.

(4) That the City Council and appropriate Committees aid in convening a meeting of concerned educators, parents, civic leaders, students, business leaders and others to implement computer education courses into the curriculum of our schools and to encourage such legislation.

(5) That the City Council of the City of Chicago does hereby memorialize the United States Congress to bring into fruition this resolution.

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**COMMITTEE ON LOCAL TRANSPORTATION.**

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**Establishment of Bus Stand on Portion  
of E. South Water St.**

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1982.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 30, 1982) for the establishment of a bus stand on E. South Water Street, along the north curb, from a point 105 feet west of the west property line of N. Michigan Avenue to a point 90 feet east of the east property line of N. Wabash Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the Committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*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. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

<i>Public Way</i>	<i>Area</i>
E. South Water Street	From a point 105 feet west of the west property line of N. Michigan Avenue to a point 90 feet east of the east property line of N. Wabash Avenue.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-236 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) dollars for each offense".

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

**Chicago Transit Authority Memorialized Concerning  
Installation of Bus Passenger Shelters at  
Specified Locations.**

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1982.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration an order (which was referred on June 9, 1982) authorizing and directing the Committee to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at the following locations:

N. Marine Drive at W. Gordon Terrace - s/b traffic  
W. Addison Street at N. Lake Shore Drive - w/b traffic, and  
N. Clarendon Avenue at W. Wilson Street - s/b traffic,

begs leave to recommend that Your Honorable Body *Pass* the order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said order as passed:

*Ordered*, that the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at the following locations:

N. Marine Drive at W. Gordon Terrace - southbound traffic;  
W. Addison Street at N. Lake Shore Drive - westbound traffic;  
N. Clarendon Avenue at W. Wilson Street - southbound traffic.

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**COMMITTEE ON POLICE, FIRE, PERSONNEL AND  
MUNICIPAL INSTITUTIONS.**

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**Approval Given to Mayor's Reappointment of  
Frances Kahn Zemans as Member of  
Chicago Police Board.**

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

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (May 5, 1982), a communication signed by Honorable Jane M. Byrne, Mayor reappointing Frances Kahn Zemans as a member of the Chicago Police Board, said term to expire April 26, 1987, begs leave to recommend that Your Honorable Body *Approve*, the said appointment of Frances Kahn Zemans.

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

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

On motion of Alderman Burke said reappointment of Frances Kahn Zemans was *Approved*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--42.

*Nays*--None.

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

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**Due Date Extended on Firearm Re-Registration.**

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

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (June 9, 1982), a Resolution signed by Alderman Clifford P. Kelley and Alderwoman Marian Humes, extending the firearm re-registration due date, begs leave to recommend that your Honorable Body *Pass* a substitute amended ordinance, a copy of which is transmitted herewith.

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 substitute amended ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--41.

*Nays*--Alderman Oberman--1.

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

WHEREAS, The City of Chicago's New Gun Control Ordinance went into effect on April 9, 1982; and,

WHEREAS, Section 11.1-7 b of said ordinance states: "Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearms shall be filed within 180 days from the effective date of this Chapter;" and,

WHEREAS, As of June 9, 1982, the City of Chicago did not have the necessary forms available to the public so they could comply with Section 11.1-7 b; and,

WHEREAS, The 180 days granted to the public to re-register their firearms has already been appreciably shortened due to the City's inability to provide the necessary forms; now, therefore,

*Be It Resolved* By the Mayor and Members of the Chicago City Council in meeting assembled July 15, 1982 that the date when firearms currently registered must be re-registered is extended to February 2, 1983.

*Action Deferred*--ON PROPOSED SUBSTITUTE ORDINANCE CONCERNING  
SALE, PURCHASE AND POSSESSION OF KTW BULLET.

The Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report, which was, on motion of Alderman Burke and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (January 14, 1982), a code amendment to ban the sale, purchase and possession of a KTW Bullet, begs leave to recommend that your Honorable Body *Pass* the proposed substitute ordinance, a copy of which is transmitted herewith.

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

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

The proposed substitute 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 Section 193-30 of the Municipal Code of Chicago is hereby amended by adding, in italics, the following:

*No person shall own, possess, buy, sell, offer to sell or manufacture within the corporate limits of the City of Chicago, handgun ammunition known as KTW Bullets, or which has the capability of piercing eighteen (18) layers of Kevlar-type material. This section shall not apply to law enforcement or military personnel in the conduct of their official duties.*

*Section 2.* This ordinance shall be in full force from and after its passage.

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**MATTERS PRESENTED BY THE ALDERMAN.**

(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.

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*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.*

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

*Referred--*PROPOSED ORDINANCE TO ESTABLISH LOADING  
ZONE AT NO. 3411 N. HALSTED ST.

Alderman Merlo (44th Ward) presented a proposed ordinance to establish a loading zone at No. 3411 N. Halsted Street (east side); which was *Referred to the Committee on Traffic Control and Safety.*

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

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

<i>Alderman</i>	<i>Street, Distance and Direction</i>
Humes (8th Ward)	E. 85th Street between Nos. 800 and 1000-- easterly;
Barden (16th Ward)	W. 68th Street from S. Halsted to S. Morgan Streets--westerly;
Marzullo (25th Ward)	W. 24th Place from S. Washtenaw Avenue to S. Rockwell Street--easterly;
Farina (36th Ward)	N. Odell Avenue between W. Belmont Avenue and W. Addison Street--northerly;
Merlo (44th Ward)	N. Dayton Street from W. Aldine Street to W. Belmont Avenue--southerly.

*Referred--*PROPOSED ORDER TO AMEND DIRECTION ON RESTRICTION OF  
MOVEMENT OF VEHICULAR TRAFFIC ETC. IN SPECIFIED ALLEY.

Alderman Davis (29th Ward) presented a proposed order to cause a survey to be made to erect signs and restrict the movement of vehicular traffic to a westerly direction from W. Long to W. Lotus Avenues in the alley located between Madison and Washington Streets; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO AMEND DIRECTION ON RESTRICTION  
OF MOVEMENT OF VEHICULAR TRAFFIC ON PORTION OF W. 89TH ST.

Alderman Sherman (21st Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on W. 89th Street from S. Genoa Avenue to S. Halsted Street (instead of to S. Eggleston Avenue--easterly); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred*--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES  
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Burke (14th Ward)	S. Wood Street, at No. 4806 (except for handicapped);
Huels (11th Ward)	S. Ashland Avenue (west side) from the south branch of the Chicago River to the north property line of W. 31st Street;
Sherman (21st Ward)	S. Winchester Avenue, at No. 8850 (except for handicapped);
Cullerton for Laurino (39th Ward)	W. Foster Avenue (south side) at No. 3449 (except for handicapped);  W. Strong Street (both side) between N. Harding and N. Springfield Avenues;
Merlo (44th Ward)	W. Aldine Street (south side) from N. Halsted Street to a point approximately 100 feet west thereof (driveway);  W. George Street (south side) at No. 1217 (except for handicapped);
Axelrod (46th Ward)	N. Broadway (east side) from a point 105 feet north of W. Buena Avenue to a point 40 feet north thereof;  N. Broadway (east side) from a point 180 feet north of W. Buena Avenue to a point 54 feet north thereof;  N. Broadway (east side) from a point 234 feet north of W. Buena Avenue to a point 80 feet north thereof;  N. Broadway (east side) from a point 314 feet north of W. Buena Avenue to a point 39 feet north thereof;  N. Broadway (east side) from a point 436 feet north of W. Buena Avenue to a point 39 feet north thereof.

*Referred*--PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES  
DURING SPECIFIED HOURS ON PORTION OF N. AVONDALE AV.

Alderman Marcin (35th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of N. Avondale Avenue from N. Pulaski Road to the first alley west thereof from 7:00 A.M. to 10:00 A.M. (Monday through Friday); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	W. Cermak Road (north side) from S. Ashland Avenue to a point 300 feet west thereof;  W. Cermak Road (both sides) between S. Ashland and S. Archer Avenues;  W. Cermak Road from a point 200 feet east of S. Halsted Street to a point 200 feet west of S. Ashland Avenue;
Marcin (35th Ward)	N. Avondale Avenue (south side) from N. Pulaski Road to the first alley west thereof;
Farina (36th Ward)	N. Normandy Avenue (both sides) from W. North Avenue to the first alley north thereof.

*Referred*--PROPOSED ORDER TO ESTABLISH "RESIDENTIAL PARKING ZONES" FOR VEHICLES AT SPECIFIED LOCATIONS.

Alderman Pucinski (41st Ward) presented a proposed order to establish "Residential Parking Zones" for vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
N. Neenah Avenue (west side) thereof;	From W. Devon Avenue to the first alley south thereof;
N. Neenah Avenue (east side)	From W. Devon Avenue to W. Highland Avenue.

*Referred*--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF N. LAKE SHORE DR.

Alderman Oberman (43rd Ward) and Alderman Merlo (44th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on N. Lake Shore Drive from W. Briar Place to W. Diversey Parkway; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDER FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Merlo (44th Ward) presented a proposed order to give consideration for the installation of automatic traffic control signals at the intersection of N. Sheridan Road and W. Barry Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDERS FOR INSTALLATION OF  
TRAFFIC SIGNS.

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

<i>Alderman</i>	<i>Location and Type of Sign.</i>
Evans (4th Ward)	S. Lake Park Avenue and E. 47th Street--"Left Turn Arrow";  S. Dr. Martin Luther King Jr. Drive and E. 50th Street--"Do Not Enter";
Humes (8th Ward)	S. Drexel Avenue and E. 85th Street--"Stop";  S. Ingleside Avenue and E. 86th Street--"Stop";
Shaw (9th Ward)	W. 129th Place and S. Union Avenue--"3-Way Stop";
Madrzyk (13th Ward)	W. 61st Street and S. Kildare Avenue--"4-Way Stop";
Barden (16th Ward)	S. Hermitage Avenue and W. Marquette Road--"3-Way Stop";
Streeter (17th Ward)	S. Aberdeen and W. 73rd Streets--"3-Way Stop";  S. Ada and W. 77th Streets--"Stop";  S. Loomis Boulevard and W. 72nd Place--"2-Way Stop";  S. Lowe Avenue and W. 68th Street--"Stop";
Sheahan (19th Ward)	S. Central Park Avenue and W. 105th Street--"4-Way Stop";  S. Claremont Avenue and W. 92nd Street--"4-Way Stop";
Shumpert for Lipinski (23rd Ward)	W. 53rd Street and S. Harding Avenue--"Stop";
Carothers (28th Ward)	N. Lawndale Avenue and W. Huron Street--"4-Way Stop";  N. Lawndale Avenue and W. Ohio Street--"4-Way Stop";
Davis (29th Ward)	W. Huron Street and N. Mayfield Avenue--"3-Way Stop" (survey);
Cullerton (38th Ward)	N. Linder and W. Cornelia Avenues--"Stop";  N. Meade Avenue and W. Byron Street--"Stop";  W. Roscoe Street and N. Mobile Avenue--"Stop";

Oberman (43rd Ward) and  
Merlo (44th Ward)

N. Pine Grove Avenue and W.  
Diversey Parkway--"No Turn On Red";

Schulter (47th Ward)

N. Ravenswood and W. Cornelia Avenues--"Stop";

Orr (49th Ward)

W. Jarvis Avenue and N. Paulina Street--"3-Way  
Stop";

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*Referred*--PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS  
FOR VEHICLES ON PORTION OF S. CORNELL AV.

Alderman Bloom (5th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on S. Cornell Avenue from E. 67th to E. 71st Streets; which was *Referred to the Committee on Traffic Control and Safety*.

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**2. ZONING ORDINANCE AMENDMENTS.**

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*Referred*--PROPOSED ORDINANCES TO RECLASSIFY  
PARTICULAR AREAS.

Proposed ordinances for amendments 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 BLOOM (5th Ward)

To classify as an R6 General Residence District instead of a B4-4 Restricted Service District the area shown on Map 12-C bounded by

E. 53rd Street; the alley next east of S. Cornell Avenue; a line 50 feet south of E. 53rd Street; and S. Cornell Avenue.

To classify as an R5 General Residence District instead of an R7 General Residence District the area shown on Map No. 14-C bounded by

a line 220 feet north of and parallel to E. 56th Street; S. South Shore Drive; E. 56th Street; and a line 160 feet east of S. Everett Avenue.

BY ALDERMAN CULLERTON (38th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 9-L bounded by

a line 188.75 feet north of W. Cornelia Avenue; a line 158 feet east of N. Laramie Avenue; W. Cornelia Avenue; and N. Laramie Avenue.

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**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*

Nardulli (26th Ward)

Frank Covello, Pozner Packowicz, Albert Strazalka

Gabinski (32nd Ward)

E.T. Bardo

Clewis (45th Ward)

Edward Stachulski

Axelrod (46th Ward)

Peter Anderson, Michael Schnitzler.

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#### 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 PERMISSION TO CONSTRUCT  
AND MAINTAIN CANOPIES, ETC.

A proposed ordinance to grant permission to Printer's Square to construct, maintain and use canopies/vestibules along the western portion of S. Federal Street between W. Harrison and W. Polk Streets.--*Referred to the Committee on Local Industries, Streets and Alleys.*

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*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAYS.

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

Berman Bros., Inc.--to maintain and use as now constructed an elevated railroad switch track over and along the public alley in the block bounded by S. Laflin Street, W. 15th Street, S. Loomis Street and the right of way of the Baltimore and Ohio Chicago Terminal Railroad, etc.;

Alice B. Drake, individually, Nancy D. Castle, individually, and Alice Bremner Drake II Trust--to maintain and use as now constructed a loading platform on N. Garland Court in the rear of No. 5 N. Wabash Avenue;

Regal Shoe Shops Division, Wohl Shoe Company--to maintain and use four rolling grilles, supports and guides attached to the building at Nos. 189-191 N. State Street.

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*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT  
CARNIVAL OR STREET FAIR.

Also a proposed order for issuance of a permit to Chinese Dragon's Athletic Association, No. 220 W. 25th Place, to conduct a carnival on S. Wentworth Avenue between S. Archer Avenue and W. Cermak Road for the period of August 3 - 10, 1982.--*Referred to the Committee on Traffic Control and Safety.*

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*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN  
EXISTING CANOPIES.

Also three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

The Chicago Club, No. 81 E. Van Buren Street;  
Plitt Theatres, Inc., No. 45 W. Randolph Street;  
33 West Monroe Associates, No. 33 W. Monroe Street.

Presented by

ALDERMAN EVANS (4th Ward):

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 4738 S. St. Lawrence Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 4738 S. St. Lawrence Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--45.

*Nays*--None.

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

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 137 OF MUNICIPAL CODE ESTABLISHING NEW "PATIENT'S BILL OF RIGHTS."

Also a proposed ordinance to amend Chapter 137 of the Municipal Code of the City of Chicago by deleting existing Sections 137-13.1 and 137-14 and substituting thereof new Sections 137-13.1 (a) through (o) to be known as "Patient's Bill of Rights" in reference to hospital and patient care and responsibilities.--*Referred to the Committee on Health.*

*Referred*--PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK SALE.

Also a proposed order for issuance of the necessary permits to the 47th Street Business District Council, No. 346 E. 47th Street, to conduct a sidewalk sale on E. 47th Street from S. King Drive to S. Cottage Grove Avenue for the period August 19-21, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BLOOM (5th Ward):

**Tributes to the Late Reverend Ronald J. Behm, Barbara Behm and Matthew Behm.**

A proposed resolution reading as follows:

WHEREAS, The lives of Reverend Dr. Ronald J. Behm, Barbara Behm and Matthew Behm were taken suddenly on June 29, 1982; and

WHEREAS, The Behm family had resided in the South Shore Community for many years and was active in community affairs; and

WHEREAS, Reverend Behm had been the pastor at the South Shore Bible Baptist Church for thirteen years and was the senior minister in South Shore; and

WHEREAS, Dr. Behm had an abiding concern for the well-being of children in South Shore having established two day care centers affiliated with the church; and

WHEREAS, Dr. Behm was a renowned writer and speaker on religious topics; and

WHEREAS, Dr. Behm and Barbara Behm were loved by their congregation and held in high esteem by the entire community for their kindness, commitment and generosity; and

WHEREAS, Their death is a great loss to all who knew them; now, therefore,

*Be It Resolved*, By the Mayor and the City Council of the City of Chicago that sympathy is extended to the family of Reverend and Mrs. Ronald J. Behm and to the members of the South Shore Bible Baptist Church on the deaths of Reverend Ronald J. Behm, Barbara Behm and Matthew Behm; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the Behm family and to the South Shore Bible Baptist Church.

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

On motion of Alderman Bloom, seconded by Alderman Bertrand, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE AND  
SPECIAL USAGES IN PUBLIC WAYS.

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

Mr. and Mrs. Max Robinson--to install and maintain a guardrail and chainlink fence adjacent to No. 2571 E. 71st Street;

Morry's 3 Deli, Inc. and American National Bank and Trust Co. of Chicago, U/T No. 91433--to install and maintain colored and textured sidewalks at the southwest corner of E. 55th Street and S. Cornell Avenue.

Referred--WRITTEN REQUEST UNDER RULE 41 TO POLICE, FIRE, PERSONNEL  
AND MUNICIPAL INSTITUTIONS COMMITTEE CHAIRMAN FOR  
REPORT AS TO COMMITTEE ACTION.

Also a written request, pursuant to Rule 41 of the Rules of Order of the City Council, to the Police, Fire, Personnel and Municipal Institutions Committee Chairman for a written report summarizing the committee action undertaken on the pending proposed "Chicago Beverage Container Ordinance" which was introduced on February 10, 1982.--*Referred to the Committee on Finance*.

*Referred*--WRITTEN REQUEST UNDER RULE 41 TO HOUSING, CITY AND  
COMMUNITY DEVELOPMENT COMMITTEE CHAIRMAN FOR REPORT  
AS TO COMMITTEE ACTION.

Also a written request, pursuant to Rule 41 of the Rules of Order of the City Council, to the Housing, City and Community Development Committee Chairman for a written report summarizing the committee action undertaken on the resolution calling for investigation of the living conditions, etc. at Chicago Housing Authority.--*Referred to the Committee on Housing, City and Community Development.*

*Referred*--WRITTEN REQUEST UNDER RULE 41 TO POLICE, FIRE  
PERSONNEL AND MUNICIPAL INSTITUTIONS COMMITTEE  
CHAIRMAN FOR REPORT AS TO COMMITTEE  
ACTION.

Also a written request, pursuant to Rule 41 of the Rules of Order of the City Council, to the Police, Fire, Personnel and Municipal Institutions Committee Chairman for a written report summarizing the committee action undertaken on the proposed amendment to Chapter 25.1 of the Municipal Code adding new Sections 25.1-16 and 25.1-17 which were introduced on March 2, 1982.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

*Referred*--PROPOSED ORDER FOR ESTABLISHMENT  
OF BUS STAND.

Also a proposed order to establish a bus stand on S. Cornell Avenue (east side) at a point approximately ¼ block north of E. 56th Street.--*Referred to the Committee on Local Transportation.*

*Referred*--PROPOSED ORDER TO CLOSE TO TRAFFIC  
PORTION OF E. 71st ST.

Also a proposed order to close to vehicular traffic E. 71st Street from a point 65 feet east of E. 72nd Street to a point 211 feet east thereof.--*Referred to the Committee on Traffic Control and Safety.*

*Referred*--PROPOSED ORDER FOR PERMISSION TO  
CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to the 71st Street Merchants, No. 2058 E. 71st Street, for the conduct of a sidewalk sale on both sides of E. 71st Street between S. Euclid and S. Crandon Avenues for the period of July 23-25, 1982.--*Referred to the Committee on Traffic Control and Safety.*

**Presented by**

**ALDERWOMAN HUMES (8th Ward) and ALDERMAN FROST (34th Ward):**

**Congratulations Extended to Lester Milo Anglin on  
Occasion of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Lester Milo Anglin was born in Chicago, Illinois, March 28, 1923, and attended Sherwood Elementary School and graduated from Englewood High School. He attended West Virginia State College until he was drafted into the United States Army serving 1943-1946, and served in the infantry with distinction; and

WHEREAS, In 1953, he was appointed to Old Chicago Park District. In 1954, he was promoted to detective. In 1959 the Chicago Park District Police merged with the Chicago Police Department. Lester remained a detective and was assigned to the stolen auto unit in 1960, he was promoted to the rank of temporary sergeant and later that year was permanently appointed; and

WHEREAS, He served at the Woodlawn District, Internal Investigations, Wabash District and the Youth Division during the period of 1960-1980; and

WHEREAS, In 1980, he was promoted to the rank of Lieutenant, assigned to the Englewood District and then transferred to the Inspections Division. He retired April 12, 1982; and

WHEREAS, His awards are many: The Honorable Mentions, Dress Right Award; Inspections Division, Department Commendation; Inspections Division September 21, 1977, Superintendent Award of Merit, Auditing and Internal Control Division, 24 May 1982; and

WHEREAS, The professional organizations to which he belongs are the Guardians and the Chicago Police Lieutenants' Association; and

WHEREAS, He is the father of two children, Lester M. Anglin, Jr., and Paula Anglin; and

WHEREAS, Lester Anglin has served his Country and City with honor and distinction; and

WHEREAS, He has elected to retire, and we thank him for his years of dedicated service to the people of Chicago; now, therefore,

*Be It Resolved*, That we wish him many years of productive retirement and hope his life will be filled with pursuits of pleasure; and

*Be It Further Resolved*, That the Mayor and Members of the City Council of the City of Chicago in meeting assembled this 15th day of July, 1982, do hereby express their congratulations to Lester M. Anglin on his retirement; and

*Be It Further Resolved*, That a copy of this resolution be prepared and forwarded to Lester Anglin.

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

On motion of Alderman Humes, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHAW (9th Ward) and OTHERS:

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 4, SECTION 4-2  
OF MUNICIPAL CODE CONCERNING ALDERMANIC SALARY INCREASES.

A proposed ordinance, presented by Aldermen Shaw, Barnett, Sawyer, Bertrand, Brady, Barden, Shumpert, Carothers and Farina, to amend Chapter 4, Section 4-2 of the Municipal Code of the City of Chicago increasing the annual aldermanic salaries from \$40,000 to \$46,350 over a four year period beginning in 1983, etc.--*Referred to the Committee on Finance*.

Presented by

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred--PROPOSED ORDER FOR PERMISSION TO CLOSE TO TRAFFIC PORTION OF E. 99th ST.*

A proposed order to grant permission to the Serbian Orthodox Church of St. Archangel Michael, Nos. 9805-9807 S. Commercial Avenue, to close to traffic E. 99th Street between S. Commercial and S. Houston Avenues for the period of August 26-30, 1982 in conjunction with a carnival.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK SALE.*

Also a proposed order for issuance of the necessary permits to the South Chicago Chamber of Commerce, No. 3009 E. 92nd Street, for the conduct of a sidewalk sale on both sides of S. Commercial Avenue from E. 87th to E. 93rd Streets, etc. for the period of August 5-8, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

**ALDERMAN HUELS (11th Ward):**

**Congratulations and Best Wishes Extended to Chester ("Chet") Bulger on Occasion of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Chet Bulger, beloved teacher, coach and athletic director has retired from De La Salle High School on June 2, 1982; and

WHEREAS, He has been a fine husband to his wife Harriett and a fine son of Rumford, Maine where he was born on September 18, 1917; and

WHEREAS, He served his country well and faithfully in the U.S. Marine Corp during the second World War; and

WHEREAS, He entertained and uplifted his fellow Chicagoans as tackle "11" for the Chicago Cardinals Championship Team for eleven years; and

WHEREAS, He helped to form the minds, bodies, and spirits of young men by working with the Christian Brothers at De La Salle High School, as well as St. Mary's in Winona, Minnesota; and

WHEREAS, He has devoted thirty-five years to the betterment of his community and its people. The citizens of Chicago wish him and his wife Harriett a fulfilling and enjoyable retirement; now, therefore,

*Be It Resolved*, That the Mayor and the Members of the City Council duly assembled this 15th day of July, 1982, do extend their heartbest congratulations and best wishes to Mr. and Mrs. Chet Bulger; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to them.

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*.

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAYS.

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

Evans Food Products Company--to install, maintain and use a manhole adjacent to the property at No. 4118 S. Halsted Street to facilitate Metropolitan Sanitary District inspection sampling;

Snyder Iron and Steel Company--to maintain and use a portion of S. Wood Street between S. Archer Avenue and the Chicago Alton, Gulf Mobile and Ohio Railroad Company right of way for the purpose of permitting employee parking only.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SIDEWALK SALE.

A proposed order to grant permission to the Brighton Park Chamber of Commerce, No. 4328 S. Archer Avenue, for the conduct of a sidewalk sale on both sides of S. Archer Avenue (excluding Nos. 4181 through 4193) from S. Montgomery to S. Spaulding Avenues, etc. for the period August 5-8, 1982.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ADVISORY REFERENDUM  
QUESTION ON A CITIZEN UTILITY BOARD FOR THE CITY OF CHICAGO.

A proposed ordinance to authorize the submission of an advisory referendum question for the establishment of a Citizens Utility Board to oppose rate increases of utilities to be submitted to the voters of the City of Chicago at the General Election to be held on November 2, 1982.--*Referred to the Committee on Finance*.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ADVISORY REFERENDUM  
QUESTION ON A NUCLEAR ARMS FREEZE.

Also a proposed ordinance to authorize the submission of an advisory referendum question on a nuclear arms freeze to be submitted to the voters of the City of Chicago at the General Election to be held on November 2, 1982.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN STREETER (17th Ward) and OTHERS:

Federal Government Urged to Initiate Processing and Freeing  
Detained Haitian Immigrants.

A proposed resolution, presented by Aldermen Streeter, Kelley and Davis reading as follows:

WHEREAS, America is a nation of immigrants founded and settled by men and women of every creed, color and clime; Whereas America has always prided itself as a haven for the hapless and homeless; A

peerless port of promise for those bereft of promise and besieged by the agony of oppression; Whereas America is such a freedom-loving nation that it expresses eager willingness to stretch forth its arms to those fleeing such disasters as the great potato famine of Ireland in 1846-48; to the unjustly detained Jews of the Soviet Union; to those groaning under the iron heel of oppression in Poland; to the impoverished peasants of South East Asia; to those Cuban boat people braving dangerous undertows in unseaworthy vessels; and

WHEREAS, The Statute of Liberty stretching majestically 152 feet above Liberty Island in New York's Harbor proclaims: "Give me your tired, your poor, your huddled masses yearning to breathe free, the wretched refuse of your teeming shore...send these, the homeless, tempest-toast to me"; and

WHEREAS, Neither Liberty's monument nor the ideals of our nation single out any special group as being unworthy of America's great promise of freedom and justice for all; Whereas The denial of the glories of Liberty to 1,900 Haitians detained in six concentration camps across the country, and the reluctance of the U.S. Immigration and Naturalization Services to accede to the request of Aceus Serant, a 47-year old Haitian dying of leukemia in Skokie Valley Hospital, that his wife be allowed to enter the U.S. and be by his side in his dying moments, besmirches the noble tradition we profess to live by; and

WHEREAS, This cruel treatment runs contrary to our reverence for those who laid down their lives for America's Liberty, 900 of whom were native Haitians who gave that last measure of devotion under the leadership of General Casimir Pulaski in the War of 1812, during the siege of Savannah, at which Haiti's first king, Henri Christophe, saw battle at the tender age of twelve; and Whereas this great metropolis, this City of the big shoulders, was founded by Jean Baptiste Point DeSaible, a Haitian who built the first permanent settlement here around 1790 and established a thriving trading post, who dreamed of establishing a "Colony of Free Negroes along the Shores of Lake Michigan"; and

WHEREAS, Many of DeSaible's decedents are still languishing in a state of suicidal desperation and have had their detention declared illegal by U.S. District Judge Eugene Spellman who ordered their release; and

WHEREAS, The U.S. Justice Department's reluctance to speedily assent to the Judge's order has raised the specter of another Jonestown as desperately frustrated Haitians proclaim themselves ready to resort to mass suicide rather than remain incarcerated; and

WHEREAS, This is a matter of grave concern for all freedom-loving people; now, therefore,

*Be It Resolved*, That the Chicago City Council, on this day July 15, 1982, strongly urges the Federal Government to obey the spirit as well as the letter of Judge Spellman's order and undertake with all deliberate speed every means at its disposal to process and free the detained Haitians, most of whom are only guilty of heeding the call of our nation's colossus to liberty.

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

On motion of Alderman Kelley the foregoing proposed resolution was *Adopted*.

Presented by

**ALDERMAN KELLEY (20th Ward):**

**Active Voter Registration Campaign Drives Promoted for Low  
Income Chicago Residents.**

A proposed resolution reading as follows:

WHEREAS, Local surveys indicate that a substantial percentage of Chicago's poor population is not registered to vote; and

WHEREAS, The low voter registration amongst the poor accounts, in a large part, for their inability to achieve meaningful political representation; and

WHEREAS, It is the statutory duty of the Board of Election Commissioners to provide opportunities for registration to all qualified persons; and

WHEREAS, The current registration efforts of the Board are not adequately designed to promote the registration of poor people and to this date have proven to be unsuccessful relative to this group; and

WHEREAS, People Organized for Welfare and Employment Rights ("P.O.W.E.R."), a coalition of 20 civic, community and welfare rights' organizations has recently proposed an innovative plan designed specifically to increase the registration and voter participation of low income Chicago residents; and

WHEREAS, The plan provides that registration campaigns be held during the months of August and September at each of Chicago's 22 neighborhood Illinois Department of Public Aid Offices thereby establishing convenient and effective locations where low income residents can register; and

WHEREAS, The under representation of the poor at all levels of government necessitates that any and all action be taken to increase the political involvement and contributions of this group of people; now, therefore,

*Be It Resolved*, By the Mayor and Members of the Chicago City Council assembled in meeting this 15th day of July 1982, that we do support the efforts of "P.O.W.E.R.", and urge the Board of Election Commissioners and the Illinois Department of Public Aid to accept the innovative plan recommended to them; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Board of Election Commissioners and the Illinois Department of Public Aid.

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

On motion of Alderman Kelley, the foregoing proposed resolution was *Adopted*.

—  
*Referred--*PROPOSED ORDINANCE AUTHORIZING C.T.A. TO  
IMPROVE THE EXIT FACILITIES OF THE  
61st STREET ELEVATED STATION.

Also a proposed ordinance authorizing the Chicago Transit Authority to improve the exit facilities of the 61st Street Station of the north/south elevated route by constructing a stairway on the south side of 61st Street. -- *Referred to the Committee on Local Transportation*.

—  
Presented by

ALDERMAN SHERMAN (21st Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO  
CONDUCT CARNIVAL.

A proposed order for issuance of a permit to Brainerd Jackie Robinson Little League, No. 9421 S. Ashland Avenue, to conduct a carnival or street fair on W. 94th Street between S. Ashland and S. Beverly Avenues for the period July 7-11, 1982. -- *Referred to the Committee on Traffic Control and Safety*.

**Presented by**

**ALDERMAN SHUMPERT (24th Ward):**

*Referred*--PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Belt Railway Company of Chicago, to maintain and use as now constructed two railroad switch tracks at street grade over and across S. Kilbourn Avenue near W. 16th Street. --*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**

**ALDERMAN MARZULLO (25th Ward):**

*Referred*--PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Darco Steel and Wire Company, a division of Darco Enterprises, Inc., to maintain and use as now constructed an elevated railroad switch track over and across S. Ashland Avenue near W. 16th Street. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**

**ALDERMAN NARDULLI (26th Ward):**

*Referred*--PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Dario and Guilia Chiappini, to maintain and use as now erected an I-beam located in front of No. 460 N. Union Avenue. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented for**

**ALDERMAN RAY (27th Ward):**

**Drafting of Ordinances Directed for Vacations  
of Specified Public Ways.**

Three proposed orders, presented by Alderman Nardulli, reading as follows:

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 20 feet of that part of S. Hamilton Avenue lying between W. Jackson Boulevard and W. Gladys Avenue; also, the vacation of the west 12.505 feet of the south 178.13 feet of that part of S. Hoyne Avenue lying between W. Van Buren Street and W. Gladys Avenue; also, the east 12.505 feet of that part of S. Hoyne Avenue lying between W. Van Buren Street and the south line of W. Gladys Avenue extended east; also, all of the north-south 15-foot public alley in the block bounded by W. Jackson Boulevard, W. Van Buren Street, S. Hamilton Avenue, and S. Hoyne Avenue; together with all of the north-south and east-west public alleys in the block bounded by W. Jackson Boulevard, W. Van Buren Street, S. Hoyne Avenue and S. Seeley Avenue for the Department of Housing (No. 18-27-82-767); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. West Water Street lying between W. Randolph Street and W. Washington Street for Chicago Union Station Corporation (No. 9-27-79-627); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 188.8 feet of the first north-south 15-foot public alley east of S. Ashland Avenue in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Ashland Avenue, and S. Laflin Street; together with the north 147.59 feet of the first north-south 15 foot public alley east of S. Ashland Avenue in the block bounded by W. Jackson Boulevard, W. Van Buren Street, S. Ashland Avenue and S. Laflin Street, for the Department of Housing (No. 17-27-82-778); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman Nardulli, *each* of the foregoing proposed orders was *Passed*.

*Referred--PROPOSED ORDINANCES FOR GRANTS OF  
PRIVILEGE IN PUBLIC WAYS.*

Also two proposed ordinances, presented by Alderman Nardulli, for grants of privilege in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Chicago Title and Trust Company, U/T No. 107900--to construct, maintain and use a temporary bridge and temporary stairwells over and upon Canal and Clinton Streets near the property at No. 400 W. Madison Street (Chicago and Northwestern Railroad Terminal);

Stock Yards Packing Company, Inc.--to excavate for, install, construct, maintain and use an inspection manhole in N. Claremont Avenue at a point 449 feet north of W. Fulton Street and 7 feet west of the east line thereof.

**Presented by**

**ALDERMAN CAROTHERS (28th Ward) and  
ALDERMAN DAVIS (29th Ward):**

*Referred--PROPOSED ORDER FOR PERMITS TO CONDUCT  
SIDEWALK SALE.*

A proposed order for issuance of the necessary permits to West Side Business Improvement Association, No. 4 N. Cicero Avenue, to conduct a sidewalk sale on both sides of W. Madison Street between Keeler and Austin Avenues and on both sides of Cicero Avenue between Lake Street and the Eisenhower Expressway for the period of July 30--August 1, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred--* PROPOSED ORDINANCE TO REPEAL ORDINANCE  
AUTHORIZING TO ADVERTISE FOR SALE CERTAIN  
SCHOOL PROPERTY.

A proposed ordinance to repeal an ordinance passed by the City Council on June 9, 1982, C.J.P. pp. 11004-11005, which had authorized the Board of Education property located at No. 2216 W. Hirsch Street to be advertised for sale.--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF  
PRIVILEGE IN PUBLIC WAYS.

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

Acme Sporting Goods Manufacturing Company--to occupy part of public sidewalk adjacent to No. 1661 N. Leavitt Avenue, etc.;

American National Bank and Trust Company of Chicago, U/T No. 51044--to maintain and use as now constructed a concrete pedestrian tunnel connecting the factory at Nos. 1714-1724 N. Marshfield Avenue with the factory at No. 1717 N. Paulina Street.

*Referred--*PROPOSED ORDER FOR PERMISSION  
TO CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to Harry Elmer's Department Store, No. 2257 W. Belmont Avenue, for the conduct of a sidewalk sale on Saturday, July 24, 1982 and on Saturday, July 31, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MELL (33rd Ward):

*Referred--*PROPOSED ORDERS FOR PERMISSION TO  
CONDUCT SIDEWALK SALES.

Three proposed orders for permission to conduct sidewalk sales, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Boston Department Store, No. 2010 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 8-11, 1982;

Boston Department Store, No. 2010 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 15-18, 1982;

F.W. Woolworth Store, No. 2252 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 15-18, 1982.

Presented by

**ALDERMAN FARINA (36th Ward):**

*Referred--*PROPOSED ORDER FOR PERMIT TO CONSTRUCT  
AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to The Atlantic Fish and Chip Corporation to construct, maintain and use a canopy attached to the building or structure located at No. 7115 W. Grand Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION TO CLOSE TO  
TRAFFIC PORTIONS OF SPECIFIED STREETS IN  
CONJUNCTION WITH 85th ANNUAL PICNIC.

Also a proposed order to grant permission to the Holy Trinity Greek Orthodox Church, No. 6041 W. Diversey Avenue, to close to traffic N. McVicker Avenue from W. Diversey Avenue to the first alley south thereof; N. Meade Avenue from W. Diversey Avenue to the first alley south thereof; and the east-west alley between N. McVicker and N. Meade Avenues immediately south of W. Diversey Avenue for the period of July 24-25, 1982 in conjunction with the church's 85th Annual Picnic.--*Referred to the Committee on Traffic Control and Safety.*

Presented for

**ALDERMAN LAURINO (39th Ward):**

*Referred--*PROPOSED ORDER FOR PERMISSION TO  
CONDUCT SIDEWALK ART FAIR.

A proposed order, presented by Alderman Cullerton, to grant permission to the Edgebrook Chamber of Commerce for the conduct of a sidewalk art fair on both sides of W. Devon Avenue between N. Kinzua and N. Minnehaha Avenues; and on both sides of N. Central Avenue between N. Caldwell and N. Tahoma Avenues for the period of August 6-7, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

**ALDERMAN RITTENBERG (40th Ward):**

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
STREET FAIR.

A proposed order to grant permission to the West Andersonville Neighbors for the conduct of a fund raising street fair on N. Paulina Street between W. Foster and W. Berwyn Avenues; and on W. Farragut Avenue between N. Ashland and N. Ravenswood Avenues for the period of August 27-28, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

**ALDERMAN PUCINSKI (41st Ward) and OTHERS:**

**President Reagan and U.S. Congress Urged to Press  
Soviet Government for Release of All National  
Political and Religious Prisoners, Etc.**

A proposed resolution, presented by Aldermen Pucinski, Bloom, Vrdolyak, Rittenberg, Natarus, Axelrod and Stone, reading as follows:

WHEREAS, Men, women and children, once free, are denied the free exercise of their constitutional human rights in Eastern Europe, Southeast Asia, Cuba and Afghanistan, otherwise known as the Captive Nations; and

WHEREAS, Nations, once free, are deprived of their right to self-determination and autonomy; and

WHEREAS, The expansion of the Soviet colonial empire and its aggressive policies are now the greatest threat to world freedom; and

WHEREAS, The people of the Captive Nations have not lost their dedication to the ideals of freedom and human rights; now, therefore,

*Be It Resolved*, By the Mayor of the City of Chicago and the Members of the City Council, that we hereby proclaim June 16, 1982, as "Captive Nations Day" in Chicago; and

*Be It Further Resolved*, That we call upon the President of the United States and the Members of Congress to commit themselves to the cause of the Captive Nations and exert pressure on the Soviet Government to obtain the release of all national, political and religious prisoners; and

*Be It Further Resolved*, That we urge the President and Members of Congress to demand the end of further persecutions, as provided in the United Nations Declaration, and encourage the rights of freedom and self-determination for all people under constitutional government and life of liberty and self-determination for all peoples of the Captive Nations.

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

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 160,  
SECTION 160-13 OF MUNICIPAL CODE CONCERNING  
PEDDLING IN THE 42ND WARD ON SUNDRY STREETS.

A proposed ordinance to amend Section 160-13 of the Municipal Code to prohibit peddling in certain areas in the 42nd Ward.--*Referred to the Committee on Local Transportation*.

*Referred*--PROPOSED ORDINANCES FOR GRANTS OF  
PRIVILEGE IN PUBLIC WAYS.

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

American National Bank and Trust Co., U/T No. 53941--to maintain and use as now constructed a loading platform in the sidewalk space on the north side of W. Hubbard Street adjoining the premises known as the northwest corner of W. Hubbard Street and N. Wells Street;

Montgomery Ward and Co.--to maintain and use as now constructed a pedestrian tunnel under and across N. Larrabee Street beginning at a point approximately 142 feet south of the south line of W. Chicago Avenue.

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT  
AND MAINTAIN CANOPIES.

Also three proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

City Properties Corporation--to construct, maintain and use six canopies at No. 222 W. Ontario Street;

Henrotin Hospital--to maintain and use an existing canopy at No. 920 N. Clark Street;

La Salle Bank Trust No. 102173--to construct, maintain and use a canopy at No. 400 E. Ohio Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Drafting of Ordinance Directed for Vacation of  
Specified Public Alley.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the first east-west 16-foot public alley running west from N. Southport Avenue north of W. Wrightwood Avenue together with the remaining north-south 16-foot public alley running north from the west terminus of the aforesaid east-west alley to be vacated for Emosograph Mfg. Co. (No. 29-43-82-800); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Oberman the foregoing proposed order was *Passed*.

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN  
EXISTING CANOPIES.

Also five proposed orders for issuance of permits to maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Chicago Title & Trust Co., U/T No. 1073193--to maintain and use an existing canopy at No. 322 W. Armitage Avenue;

Drake Hotel--to maintain and use an existing canopy at No. 139 E. Oak Street;

LaSalle National Bank Land Trust No. 33198--to maintain and use an existing canopy at No. 420 W. Fullerton Parkway;

Marion Parry--to maintain and use an existing canopy at No. 1645 N. Wells Street;

Vista International (Illinois), Inc., d/b/a Drake Hotel--to maintain and use an existing canopy at No. 140 E. Walton Place.

*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT  
HARVEST FESTIVAL.

Also a proposed order for issuance of a permit to David Kritzler, No. 1124 W. Lill Avenue, for the conduct of the Wrightwood Neighbor's Annual Harvest Festival, in the 1100 block of W. Wrightwood Avenue between N. Seminary and N. Lill Avenues for the period of September 11-12, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MERLO (44th Ward):

International Whaling Commission Urged to  
Protect the Great Whales, Etc.

A proposed resolution reading as follows:

WHEREAS, It is recognized that biological diversity is essential for continued life on this planet; and

WHEREAS, Each living organism has intrinsic worth; and

WHEREAS, The Whales are part of the great chain of life; and

WHEREAS, The Great Whales are Endangered Species; and

WHEREAS, The International Whaling Commission, formed in 1946 to regulate the world's whaling, is meeting in Brighton, England from July 19 through July 23, 1982, to decide the fate of these unique and endangered mammals, now, therefore,

*Be It Resolved*, That the Mayor and City Council of Chicago urge The International Whaling Commission to protect the Great Whales and pass a moratorium on all commercial whaling; and

*Be It Further Resolved*, That a copy of this resolution, be forwarded immediately to The International Whaling Commission, Metropole Hotel, Kings Road, Brighton, England.

Alderman Merlo 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 Merlo the foregoing proposed resolution was *Adopted*.

*Referred*--PROPOSED ORDINANCE TO AMEND LANGUAGE OF SECTION 36-11  
OF MUNICIPAL CODE PERMITTING CERTAIN ORGANIZATIONS  
TO HOLD "POPPY DAYS".

Also a proposed ordinance amending Chapter 36 and specifically the language of Section 36-11 of the Municipal Code by striking the names of "The Grand Army of the Republic" and "The United Spanish War Veterans" and inserting in lieu thereof the names "Catholic War Veterans, Inc." and the "Jewish War Veterans of the United States," after the words "The American Legion."--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO  
MAINTAIN EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

3470 Lake Shore Drive Condominium Assn., No. 3470 N. Lake Shore Drive;

Darien Apartments Condominium Homeowners Association, No. 3100 N. Lake Shore Drive.

*Referred--*PROPOSED ORDER FOR PERMIT TO  
CONDUCT SIDEWALK SALE.

Also a proposed order for issuance of a permit to the Broadway Development Corporation, No. 3233 N. Halsted Street, for the conduct of a sidewalk sale on both sides of N. Broadway from W. Diversey Parkway to W. Cornelia Avenue, etc., for the period August 28-29, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MERLO (44th Ward) and OTHERS:

Governor Thompson and Insurance Director Phillip O'Connor  
Urged to Rescind Automatic Increase in Blue Cross  
Rates, etc.

Also a proposed resolution presented by Aldermen Merlo, Orr, Kelley, Schuller, Farina, Clewis, Pucinski and Oberman; reading as follows:

WHEREAS, The Illinois Director of Insurance has recently announced that he will authorize an automatic quarterly increase in Blue Cross rates to direct-pay, small group, and senior citizen subscribers based solely on Blue Cross' representation of increased medical costs; and

WHEREAS, This authorization constitutes a delegation of the Director's authority to set rates and an abandonment of his responsibility to protect consumers and senior citizens from excessive and unjustified Blue Cross increases; and

WHEREAS, This authorization also contravenes a longstanding policy of holding public hearings regarding each and every Blue Cross increase, a policy followed by three previous Directors of Insurance and both Republican and Democratic administrations; and

WHEREAS, Such automatic increases will lead to forced subsidization of large group subscribers by smaller groups and, most lamentably, senior citizens; and

WHEREAS, This arrangement will work an unnecessary hardship on those who most need medical protection and are often least able to pay for it, namely our senior citizens; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 15th day of July, 1982, do hereby urgently request Governor James Thompson and Insurance Director Phillip O'Connor to rescind this destructive directive and restore the public hearings on rate increases which prudent public policy calls for; and

*Be It Further Resolved*, That a copy of this resolution be furnished to both Governor Thompson and Director of Insurance O'Connor forthwith.

Alderman Merlo 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 Merlo, the foregoing proposed resolution was *Adopted*.

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**Presented by**

**ALDERMAN AXELROD (46th Ward):**

*Referred--*PROPOSED ORDERS FOR PERMITS TO  
MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

La Salle National Bank, U/T No. 34100, No. 846 W. Montrose Avenue;

Nine Forty Cullom Corporation, d/b/a/ Margaret Manor North, No. 940 W. Cullom Avenue.

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*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT  
SIDEWALK SALE.

Also a proposed order for issuance of necessary permits to Stanley Martin, No. 3828 N. Broadway, to conduct a sidewalk sale in the 3800 and 3900 blocks of N. Broadway (both sides) for the period of July 22-24, 1982.-  
*-Referred to the Committee on Traffic Control and Safety.*

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**Presented by**

**ALDERMAN SCHULTER (47th Ward):**

Proclamation of August 21-22, 1982, as "Schwabens Picnic  
and Cannstatter Volkfest."

A proposed resolution, presented by Alderman Schuler, reading as follows:

WHEREAS, The Schwaben Verein Chicago is holding their 105th Schwaben Picnic and Cannstatter Volksfest on Saturday, August 21, and Sunday, August 22, 1982, where the entire German-American community of Chicago will be present, and

WHEREAS, The Honorable Mayor Jane Byrne will address this great outpouring of German-American citizens of Chicago, together with many Senators and Govenors.

*Therefore, Be It Proclaimed* that Saturday, August 21, and Sunday, August 22, 1982, be proclaimed as the 105th Schwaben Picnic and Cannstatter Volkfest and the Mayor and the members of the City Council of the City of Chicago extend their heartiest congratulations for a very outstanding and successful event.

Alderman Schuler 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 Schuler, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN  
EXISTING CANOPIES.

Three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

A.M. Nordling Jeweler, Inc., No. 5249 N. Clark Street;  
Manscounty Chicago, Inc., No. 5015 N. Clark Street;  
George Kamberes, d/b/a Treasure Island Foods, Inc., No. 5225 N. Broadway.

Presented by

ALDERMAN ORR (49th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT STREET FAIR.

A proposed order for issuance of a permit to the Rogers Park Street Fair Committee, No. 1154 W. Morse Avenue, for the conduct of a street fair on W. Morse Avenue between N. Ashland Boulevard and N. Wayne Avenue; on N. Glenwood Avenue between W. Farwell and W. Greenleaf Avenues; and on N. Greenview Avenue between Nos. 6930 and 6960 on Sunday, September 12, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN  
EXISTING CANOPY.

A proposed order for issuance of a permit to MJB Enterprises, Inc. d/b/a/ Sally's Stage, to maintain and use an existing canopy attached to the building or structure located at No. 6335 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.*

BY ALDERMAN BARDEN (16th Ward):

New Horizon Housing Corporation, No. 6100 S. Halsted--new building construction.

BY ALDERMAN CAROTHERS (28th Ward):

Olivet United Methodist Church, No. 4201 W. Jackson Boulevard--construction of a new church.

BY ALDERMAN DAVIS (29th Ward):

Friendship Baptist Church, No. 5200 W. Jackson Boulevard and Nos. 240-260 S. Laramie Avenue--construction of a new church.

Prince of Peace Missionary Baptist Church, No. 5452 W. Van Buren Street--remodeling of existing building.

BY ALDERMAN OBERMAN (43rd Ward):

Church of Our Saviour, No. 530 W. Fullerton Parkway--remodeling of the parish house.

Saint Joseph Hospital, No. 2900 N. Lake Shore Drive--remodeling of the 13th floor offices and the ambulatory surgery holding area.

BY ALDERMAN STONE (50th Ward):

Saint Margaret Mary Parish, No. 2324 W. Chase Street--conversion of convent into day care center.

*License Fee Exemptions:*

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

BY ALDERMAN BLOOM (5th Ward):

South Shore United Methodist Child Care Center, No. 7350 S. Jeffery Avenue.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, No. 2916 W. 47th Street.

BY ALDERMAN NARDULLI FOR ALDERMAN RAY (27th Ward):

Mary Thompson Hospital, No. 140 N. Ashland Avenue.

BY ALDERMAN MARTINEZ (31st Ward):

Walther Memorial Hospital, No. 1116 N. Kedzie Avenue.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Center of Chicago/Jewish Community Center, No. 3003 W. Touhy Avenue.

*Cancellation of Warrants for Collection.*

BY ALDERMAN EVANS (4th Ward):

Congregation Rodfei Zedek, No. 5200 S. Hyde Park Boulevard--boiler and fuel burning equipment inspection.

BY ALDERMAN MARZULLO (25th Ward):

El Valor, No. 1850 W. 21st Street--parking sign maintenance and surcharge inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Little Sisters of the Poor, No. 2325 N. Lakewood Avenue--boiler and fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN AXELROD (46th Ward):

Frank Cuneo Memorial Hospital, No. 750 W. Montrose Avenue--parking sign maintenance and surcharge inspections.

BY ALDERMAN ORR (49th Ward):

Gerry Lynn Fox, No. 1401 W. Chase Avenue--elevator inspection.

BY ALDERMAN STONE (50th Ward):

Chicago Service for Work and Rehabilitation, No. 6610 N. Clark Street--mechanical ventilation inspection.

*Waiver of Fee:*

BY ALDERMAN CAROTHERS (28th Ward):

Olivet United Methodist Church, No. 4201 W. Jackson Boulevard--building permit.

**APPROVAL OF JOURNAL PROCEEDINGS.**

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**Journal (June 30, 1982).**

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 30, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct*, the said printed Official Journal as follows:

Page 11184 - by deleting the words "Adams Street" appearing on the third line from the bottom of the page and inserting the words "Jackson Boulevard" in lieu thereof;

Page 11184 - by deleting the words "Jackson Boulevard" appearing on the third line from the bottom of the page and inserting the words "Van Buren Street" in lieu thereof.

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*.

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**UNFINISHED BUSINESS.**

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**Installation of Water Mains in Portion of  
S. Wallace St.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of June 30, 1982, page 11212, recommending that the City Council pass a proposed order transmitted with the committee's report for the installation of water mains in S. Wallace Street from W. 33rd to W. 35th Streets - installation of 1,345 feet of 8-inch ductile iron water pipe.

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

*Yeas*--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said order as passed:

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

South Wallace from West 33rd to West 35th Streets - Installation of 1,345 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$167,412.82, chargeable to Account No. 200-8285 (7930).557 - Betterment.

The above work to be done under Order No. 37335.

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MISCELLANEOUS BUSINESS.

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**Presence of Visitors Noted.**

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of the following visitors:

Twenty-four members of Community Thrift Club - Class 14-18 years (4th Ward), accompanied by Walter Perkins;

Fifty students from Madison School - 7-8 grade (6th Ward), accompanied by Ellen Jones;

Twenty-one students from Roseland Christian Ministry Group (9th Ward), accompanied by Rev. Tony.

The visitors were warmly applauded and Mayor Byrne invited them to attend future meetings.

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**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 Thursday, the fifteenth (15th) day of July, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty-second (22nd) day of July, 1982, at 9:30 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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**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 Thursday, July 22, 1982 at 9:30 A.M. in the Council Chamber in the City Hall.

  
WALTER S. KOZUBOWSKI,  
*City Clerk.*