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COPY



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

Regular Meeting—Friday, October 15, 1982

at 2:00 P.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN EDWARD R. VRDOLYAK, PRESIDENT PRO TEM.
IN THE CHAIR.

In the absence of Honorable Jane M. Byrne, Mayor, Alderman Edward R. Vrdolyak, President Pro Tem., assumed the Chair.

Attendance at Meeting.

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

Absent--Alderman Gabinski.

Call to Order.

On Friday, October 15, 1982 at 2:00 P.M. (the day and hour appointed for the meeting) Alderman Edward R. Vrdolyak, President Pro Tem. called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Quorum present.

Invocation.

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

**Commendation Extended to Cast and Staff of Musical
"Chicago, My Chicago" for
Successful Presentation.**

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

WHEREAS, "Chicago, My Chicago" was an original musical starring more than 100 youngsters from Chicago Housing Authority family developments throughout the City that was presented 10 times at public high schools during the week of August 23-27; and

WHEREAS, "Chicago, My Chicago" was sponsored by the Mayor's Office of Special Events and the Chicago Housing Authority and coordinated by such outstanding professional Chicago entertainers as Executive Director Morris Ellis, Director and Writer Sasha Dalton, and Choreographer and Costume Designer Wilbert Bradley; and

WHEREAS, "Chicago, My Chicago", which played to capacity audiences at each performance, received considerable coverage by the local and national media, including the NBC Nightly News on August 24; and

WHEREAS, "Chicago, My Chicago" demonstrated there is an abundance of talented individuals within the Chicago Housing Authority family developments who can achieve remarkable levels of performance under professional guidance; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago assembled this 15th day of October, 1982, do hereby commend the cast and professional staff of "Chicago, My Chicago" for their tremendous efforts in making this musical an unqualified success; and

Be It Further Resolved, That suitable copies of this resolution be prepared and forwarded to Executive Director Morris Ellis and the staff and cast of "Chicago, My Chicago."

Alderman Barnett 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 Barnett (seconded by Alderman Shaw) the foregoing proposed resolution was *Adopted*, unanimously.

Mrs. Josephine Smiley, a member of the cast of "Chicago, My Chicago", rendered a selection of songs. Her singing was warmly applauded by all the Members of the City Council and assembled guests.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

*Referred--*MAYOR'S APPOINTMENT OF ALVIN J. BOUTTE AS MEMBER
OF BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508.

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

October 15, 1982.

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

LADIES AND GENTLEMEN--I have appointed Mr. Alvin J. Boutte as a member of the Board of Community College District No. 508 to replace Mr. Theodore A. Jones, for a term expiring June 30, 1985.

Your favorable consideration of this appointment will be appreciated.

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

*Referred--*MAYOR'S REAPPOINTMENT TO DR. DOROTHY L. BRANCH AS
MEMBER OF BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508.

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*:

October 15, 1982

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

October 15, 1982.

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

LADIES AND GENTLEMEN--I have reappointed Dr. Dorothy L. Branch as a member of the Board of Community College District No. 508 for a term expiring June 30, 1985.

Your favorable consideration of this reappointment will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO CREATE NEW CHAPTER 42 OF
MUNICIPAL CODE CONCERNING REGISTRATION OF PERSONS
INVOLVED IN CONSTRUCTION, REHABILITATION OF
BUILDINGS, ETC.

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

October 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 Inspectional Services, I transmit herewith an ordinance creating a new Chapter 42 of the Municipal Code of the City of Chicago providing for registration of individuals involved in construction or rehabilitation in the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 43
OF MUNICIPAL CODE CONCERNING INCREASE IN
PERMIT FEES, ETC.

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

October 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 Inspectional Services, I transmit herewith an ordinance amending Chapter 43 of the Municipal Code to allow for an increase of permit fees where work has started prior to the issuance of a permit.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 51 OF
MUNICIPAL CODE CONCERNING INCREASE IN ALLOWABLE
UNDIVIDED AREA OF BASEMENTS, ETC.

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

October 15, 1982.

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

LADIES AND GENTLEMEN--On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance amending Chapter 51 of the Municipal Code increasing the allowable undivided area of basements in buildings with approved sprinkler systems.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 67 OF
MUNICIPAL CODE CONCERNING USE OF FIRE ESCAPES
ON EXISTING BUILDINGS.

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

October 15, 1982.

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

LADIES AND GENTLEMEN--On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance amending Chapter 67 of the Municipal Code authorizing the use of fire escapes on existing buildings in the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

October 15, 1982

COMMUNICATIONS, ETC.

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*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE
OF INDUSTRIAL REVENUE BOND FOR FLORENCE CORP.

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

October 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$600,000 for the construction of a project by Florence Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE WIDENING CORNER
OF 63RD ST. AND CICERO AV. ABUTTING MIDWAY AIRPORT.

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

October 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 Aviation, I transmit herewith an ordinance authorizing the widening of the corner of 63rd Street and Cicero Avenue abutting Chicago Midway Airport. This project is in cooperation with the Illinois Department of Transportation.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING
ORDINANCE IN AREA LOCATED IN MADISON-ALBANY 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

October 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 an amendment to the Chicago Zoning Ordinance for a Residential Planned Development for the area located at West Madison Street and North and South Albany Avenue which is part of the Madison-Albany 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.

*Referred--*PROPOSED ORDINANCE TO APPROVE NORTH LOOP
GUIDELINES FOR CONSERVATION AND REDEVELOPMENT,
AS REVISED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Commercial District Development Commission, I am transmitting herewith copies of an ordinance to approve the North Loop Guidelines for Conservation and Redevelopment, amended on October 14, 1982.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE REVISED
REDEVELOPMENT PLAN FOR BLIGHTED COMMERCIAL
AREA PROJECT NORTH LOOP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Commercial District Development Commission, I am transmitting herewith copies of an ordinance to approve the Revised Redevelopment Plan for Blighted Commercial Area Project North Loop dated October 12, 1982.

Thank you for your consideration of this matter.

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

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

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

Proclamations.

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

"ENERGY CONSERVATION MONTH IN CHICAGO":
Month of October, 1982;

"ROCKTOBER 1982 MONTH IN CHICAGO":
October 1 through October 31, 1982;

"NATIONAL COSMETOLOGY WEEK IN CHICAGO":
October 3 - 9, 1982;

"PRODUCTIVITY IMPROVEMENT WEEK IN CHICAGO":
October 4 - 9, 1982;

"FREE ANATOLY SCHARANSKY DAY IN CHICAGO":
October 7, 1982;

"MAXIMILIAN KOLBE DAY IN CHICAGO":
October 8, 1982;

"CARITAS SOCIETY DAY IN CHICAGO":
October 9, 1982;

"LORELEI SINGING SOCIETY DAYS IN CHICAGO":
October 9 - 10, 1982;

"HISPANIC UNITY WEEK (SEMANA DE LA RAZA HISPANA)":
October 9 - 16, 1982;

"JEANNE JUGAN DAY IN CHICAGO":
October 16, 1982;

"NATIONAL DAY OF UNITY IN CHICAGO":

October 16, 1982;

"AMERICAN PUBLIC TRANSIT ASSOCIATION DAYS IN CHICAGO":

October 17 - 20, 1982;

"ST. JUDE CHILDREN'S RESEARCH HOSPITAL DAY IN CHICAGO":

October 21, 1982;

"GREEK ORTHODOX ARCHDIOCESE OF NORTH AND SOUTH AMERICA DAY IN CHICAGO":

October 23, 1982;

"ST. MARY OF NAZARETH HOSPITAL CENTER DAY IN CHICAGO":

October 23, 1982;

"HUG A VENDING MACHINE WEEK IN CHICAGO":

October 24 - 30, 1982;

"ARBITRATION DAY IN CHICAGO":

October 25, 1982.

Acceptance and Bond under Ordinance.

Also the acceptance and bond of Amalgamated Trust and Savings Bank, U/T No. 2937, under an ordinance passed on June 30, 1982 (vaulted sidewalk areas, etc); filed on October 7, 1982.

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

(Special Meeting.)

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on September 28, 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 October 15, 1982 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the Special Meeting held on September 28, 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 October 15, 1982.

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 October 6, 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 October 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 October 6, 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 October 15, 1982.

*Filing of Certified Copies of Ordinances with County Clerks
of Cook and Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties an ordinance passed by the City Council on September 15, 1982:

Ordinance authorizing Levy of Taxes for Fiscal Year 1982 for Community College District No. 508.

Filed with the County Clerk of Cook County on October 12, 1982, and with the County Clerk of Du Page County on October 13, 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:

Bey Marcella, Blakey Harry Jr., Blau Raymond, Bowers John;

Chaney Eddie, Chicago Motor Club and Clifton Goins, Chubb Group Ins. Co. and Richo Plastic Co.;

Deckter Paul, Dolphin Cartage, Inc. c/o Klein, Thorpe and Jenkins, Ltd., Drabik Walter S.;

Economy Fire and Cas. Co. and Vincent and Josephine Terranova;

Faraj Mohamed;

Green Mattie G.;

Harris Terry, Hawkeye-Security Ins. Co. and DeLuxe Ice Cream Products, Inc. c/o Francis J. Valentine, Hunt Sheila;

Illinois Bell Telephone Co. (10);

Kaczanowski Virginia, Klobucar James V., Kouretsos Gust;

Lofton James;

Marketing Services, Inc. d/b/a Precision Tune, McCann Raymond, McCoy Harriet, Mitchell George D., Myers Marion;

Nevels Earl, Nieves Santiago;

Patzer Ruth, Pettis Danny;

Reliance Ins. Co. and Karen Miely;

Smylie Mae H., State Farm Ins. Co. (2) John Healy and Laverne Porsche;

Tatum Donna Surges, Tuckman Scott;

Underwriters Adj. Co. (2) Michael Horn and Keith Ryan;

Vargas Sabino;

Walker Beatrice, Washington Calvin, Webb John R.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of October 13, 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. 5051 S. Hamlin Avenue, Thomas Nelson School, for the Board of Education.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 4008 W. Rosemont Avenue, Thoreau School, for the Board of Education.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 1458-1472 S. Wabash Avenue, for the Board of Education.

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. 5051 S. Hamlin Av.

Theodore J. Machnicki, 3801 W. 55th Street, Chicago, Illinois 60632: Amount bid \$42,000.00, deposit check \$4,200.00 (Cashier's check);

No. 4008 W. Rosemont Av.

Julius Lopin and Alvin Rubens, 4001 W. Devon Avenue, Suite 404, Chicago, Illinois 60646: Amount bid \$61,700.00, deposit check \$6,170.00 (Cashier's check);

Nos. 1458-1472 S. Wabash Av.

Ruth Pace Comroe, 5417 N. Kenmore Avenue, Chicago, Illinois 60640: Amount bid \$51,000.00, deposit check \$5,100.00 (Cashier's check).

*Referred--*REQUEST FOR LEGISLATION CONCERNING FAIR RENT
COMMISSION AND TENANT'S BILL OF RIGHTS.

Also two communications from the Metropolitan Tenant's Organization and Others, transmitting ordinances concerning a Fair Rent Commission and also a Tenant's Bill of Rights, requesting that the City Council introduce legislation on the above matters.--*Referred to the Committee on Buildings and Zoning.*

*Placed on File--*ORDER, DEMAND AND DIRECTION TO CITY COUNCIL FOR TAX
LEVY FOR FISCAL YEAR 1982-1983 FOR BOARD OF EDUCATION.

The City Clerk transmitted the following communication, which was, together with a certified copy of the resolution transmitted therewith, *Placed on File:*

BOARD OF EDUCATION
CITY OF CHICAGO

October 13, 1982.

To the Honorable Jane M. Byrne, Mayor, of the City of Chicago and the City Council Assembled:

LADIES AND GENTLEMEN--The Board of Education of the City of Chicago at its regular meeting held October 13, 1982, adopted the following resolution, certified copies of which are herewith sent to you:

1. Order, Demand and Direction - Tax Levy for the Fiscal Year 1982-1983.

Respectfully submitted,

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

(Signed) RAUL A. VILLALOBOS,
President.

(Signed) THOMAS J. CORCORAN,
Secretary.

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

**Resolution Authorizing the Development of a Single
Family Mortgage Revenue Bond Program.**

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

WHEREAS, The City has established procedures in Sections 7-85 to 7-98, inclusive, of the Municipal Code of the City of Chicago, as amended (the "Enabling Ordinance") pursuant to which the City may implement a program to assist in the financing of mortgages on single family residences within the City; and

WHEREAS, The City desires to issue bonds during calender year 1982 to assist in financing mortgages on single family residences by means of the issuance of its revenue bonds; now, therefore,

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

The Commissioner of the Department of Housing and the Comptroller are hereby authorized to proceed to develop a Mortgage Purchase Program (the "Program") for the purchase of eligible mortgage loans to finance the acquisition of owner-occupied residences (1 to 4-family units) qualifying under the Program within the City of Chicago. The Program will be financed with the proceeds of the City's sale of Single Family Mortgage Revenue Bonds.

Mortgage Loans will be originated and serviced by lending institutions participating in the Program. Eligible mortgage loans will be insured by private mortgage insurance, FHA insurance or VA guarantees. Eligible mortgagors must be residents of the City of Chicago whose income meets the requirements of the Enabling Ordinance as the same may be amended. In addition, eligible mortgage loans shall be subject to certain housing purchase price limitations, first-time homebuyer restrictions, insurance requirements and other conditions of the City to be established by the Commissioner of the Department of Housing and the Comptroller in compliance with the regulations of the United States Department of the Treasury.

This resolution shall be in full force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Time Fixed for Public Hearing on Tax Levy of Board of
Education for Fiscal Year 1983.**

Alderman Frost moved to *Suspend the Rules Temporarily* to permit immediate consideration of a proposed resolution fixing the time for a Public Hearing on the Tax Levy for the Board of Education of the City of Chicago for the Fiscal Year 1983.

The motion *Prevailed*, by a viva voce vote.

Alderman Frost presented the following proposed resolution:

WHEREAS, The Board of Education of the City of Chicago, has submitted to the City Council of the City of Chicago for approval, the proposed Tax Levy of the Board of Education of the City of Chicago for the 1983 fiscal year, as provided by Statute; and

WHEREAS, It is provided by law (Chapter 120-861 et seq. Illinois Revised Statutes), that a public hearing shall be held by the Corporate authority if the proposed tax levy is 105% of the amount extended or estimated to be extended upon the levy of the preceding year, exclusive of election costs; and

WHEREAS, The proposed tax levy of the Board of Education of the City of Chicago for 1983, is 5.3% greater than the 1982 tax levy; now, therefore,

Be It Resolved, That a public hearing on said proposed tax levy of the Board of Education for the 1983 fiscal year, shall be held by the City Council of the City of Chicago, on October 27, 1982, at 10:00 A.M., in the City Council Chamber, 121 North LaSalle Street, City Hall, 2nd Floor, Chicago, Illinois; and

Be It Further Resolved, That the City Clerk is hereby directed to cause a Notice of such Public Hearing to be published in a newspaper of general circulation in the City of Chicago, in the form and fashion provided by Statute at least seven (7) days prior to the time of such public hearing.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Authority Granted for Issuance of a \$1,000,000 Industrial
Revenue Bond, Series 1982 for the Leaf Confectionery,
Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond, Series 1982, for the Leaf Confectionery, Inc. Project in the amount of \$1,000,000.00.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a home rule unit of local government under the 1970 Illinois Constitution and is authorized pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, adopted on February 10, 1982, as amended (the "Enabling Ordinance"), to issue its industrial development revenue bonds to finance the acquisition, construction, reconstruction, repair, alteration, improvement, equipping and extension of industrial development projects, and

WHEREAS, The Issuer proposes to issue \$1,000,000 aggregate principal amount of Industrial Development Revenue Bonds, Series 1982 (Leaf Confectionery, Inc. Project) (the "Series 1982 Bonds") pursuant to a Trust Indenture (the "Indenture"), by and between the Issuer and American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, Pursuant to a Loan and Security Agreement (the "Loan Agreement"), by and between the Issuer and Leaf Confectionery, Inc., a corporation organized under the laws of the State of Delaware (the "Borrower"), the issuer proposes to lend the proceeds from the sale of the Series 1982 Bonds to the Borrower in order to provide funds to finance the acquisition and installation of machinery and equipment designed for the production of candy and gum and related activities and various improvements to the Borrower's existing manufacturing facility (collectively, the "Project") and to pay necessary expenses incidental thereto; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will grant the Trustee a security interest in the Project; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will execute and deliver its Series 1982 Note in the principal amount of \$1,000,000 (the "Series 1982 Note"); and

WHEREAS, Pursuant to the Indenture, as security for the Series 1982 Bonds, the Issuer will assign to the Trustee all of the Issuer's right, title and interest in, under and to the Loan Agreement (except the Issuer's rights to issue Additional Bonds, to consent to supplements and amendments to the Loan Agreement and to be reimbursed and held harmless, which rights are herein collectively referred to as the "Unassigned Rights") and the Series 1982 Note; and

WHEREAS, Forms of the Loan Agreement, the Series 1982 Note and the Indenture have been prepared and presented to this meeting; now, therefore,

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

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

SECTION 2. In order to provide funds to carry out the public purposes set forth in Section 1 hereof, there are hereby authorized to be issued industrial development revenue bonds of the Issuer in the principal sum of \$1,000,000, which bonds shall be designated Industrial Development Revenue Bonds, Series 1982 (Leaf Confectionery, Inc. Project) (the "Series 1982 Bonds").

The Series 1982 Bonds shall be issuable as fully registered bonds without coupons; shall be dated, executed and authenticated in the manner set forth in the Indenture; shall bear interest from their date on the unpaid principal thereof at the variable rate per annum set forth in Section 208 of the Indenture; shall be payable as to principal and interest at the times and in the amounts set forth in Section 208 of the Indenture; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in Article III of the Indenture.

The Series 1982 Bonds and the interest thereon shall be limited obligations of the Issuer, payable solely and only from the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note (except as may be derived by the Issuer pursuant to the Unassigned Rights). The Series 1982 Bonds and the interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Series 1982 Bonds, (ii) the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note, (iii) any insurance or condemnation award proceeds with respect to the Project, (iv) any proceeds derived by the Issuer or the Trustee from the sale or other disposition of the Project in accordance with the provisions of the Loan Agreement and the Indenture, and (v) any money arising out of the investment or reinvestment of said proceeds, income, revenues or receipts.

SECTION 3. The Series 1982 Bonds shall be issued in compliance with and under authority of the provisions of the Enabling Ordinance, this Ordinance and the Indenture and the foregoing shall be stated on the face of the Series 1982 Bonds. Additional bonds may be issued on a parity with the Series 1982 Bonds in accordance with the provisions and limitations set forth in the Indenture.

SECTION 4. The forms, terms and provisions of the proposed Loan Agreement and Indenture are hereby in all respects approved, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement and the Indenture in the name and on behalf of the Issuer. The Loan Agreement and the Indenture, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the Officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Loan Agreement and the Indenture now before this meeting; and from and after the execution and delivery of the Loan Agreement and the Indenture the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the Loan Agreement and the Indenture as executed.

SECTION 5. The sale of the Series 1982 Bonds to American National Bank and Trust Company of Chicago, at a price of 100% of the principal amount thereof, is hereby approved. As provided in Section 208 of the Indenture, the Series 1982 Bonds shall be delivered to said purchaser in the form of a single fully registered bond without coupons in the denomination of \$1,000,000.

SECTION 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

SECTION 7. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption.

[Loan and Security Agreement, Trust Indenture omitted
for printing purposes.]

**Authority Granted for Issuance of an Industrial Revenue
Bond Series 1982, in the Amount of \$3,000,000
for the Abramson Project (Rapid
Mounting and Finishing
Co., Inc.).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond, Series 1982 in the amount of \$3,000,000 to Earl and Sharon Abramson on behalf of the Rapid Mounting and Finishing Co., Inc. Project.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a home rule unit of local government under the 1970 Illinois Constitution and is authorized pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, adopted on February 10, 1982 (the "Enabling Ordinance"), to issue its industrial development revenue bonds to finance the acquisition, construction, reconstruction, repair, alteration, improvement, equipping and extension of industrial development projects; and

WHEREAS, The Issuer proposes to issue \$3,000,000 aggregate principal amount of Industrial Development Revenue Bonds, Series 1982 (Abramson Project) (the "Series 1982 Bonds") pursuant to a Trust Indenture (the "Indenture"), by and between the Issuer and The Exchange National Bank of Chicago, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, Pursuant to a Mortgage, Loan and Security Agreement (the "Loan Agreement"), by and among the Issuer, LaSalle National Bank, not personally, but solely as trustee under a Trust Agreement dated September 1, 1982 and known as Trust No. 105290 (the "Borrower"), and Earl Abramson and Sharon Abramson, individuals and beneficiaries under said Trust Agreement (collectively, the "Beneficiaries"), the Issuer proposes to lend the proceeds from the sale of the Series 1982 Bonds to the Borrower in order to provide funds to finance the acquisition of certain real estate located within the boundaries of the Issuer (the "Project Real Estate") and the renovation and installation thereon of buildings and equipment designed for the manufacture of point-of-purchase advertising displays and related activities (collectively, the "Project") and to pay necessary expenses incidental thereto; and

WHEREAS, Pursuant to the Loan Agreement the Borrower's and the Beneficiaries' obligations thereunder will be secured by, among other things, a mortgage on the Project Real Estate; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will execute and deliver its Series 1982 Note in the principal amount of \$3,000,000 (the "Series 1982 Note"); and

WHEREAS, Pursuant to the Indenture, as security for the Series 1982 Bonds, the Issuer will assign to the Trustee all of the Issuer's right, title and interest in under and to the Loan Agreement (except the Issuer's rights to issue Additional Bonds, to consent to supplements and amendments to the Loan Agreement and to be reimbursed and held harmless, which rights are herein collectively referred to as the "Unassigned Rights") and the Series 1982 Note; and

WHEREAS, Forms of the Loan Agreement, the Series 1982 Note and the Indenture have been prepared and presented to this meeting; now, therefore,

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

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

SECTION 2. In order to provide funds to carry out the public purposes set forth in Section 1 hereof, there are hereby authorized to be issued the industrial development revenue bonds of the Issuer in the principal sum of \$3,000,000 which bonds shall be designated Industrial Development Revenue Bonds, Series 1982 (Abramson Project) (the "Series 1982 Bonds").

The Series 1982 Bonds shall be issuable as fully registered bonds without coupons; shall be dated, executed and authenticated in the manner set forth in the Indenture; shall bear interest from their date on the unpaid principal thereof at the variable rate per annum set forth in Section 208 of the Indenture; shall be payable as to principal interest at the times and in the amounts set forth in Section 208 of the Indenture; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in Article III of the Indenture.

The Series 1982 Bonds and the interest thereon shall be limited obligations of the Issuer, payable solely and only from the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note (except as may be derived by the Issuer pursuant to the Unassigned Rights). The Series 1982 Bonds and the interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Series 1982 Bonds, (ii) the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note, (iii) any insurance or condemnation award proceeds with respect to the Project, (iv) any proceeds derived by the Issuer or the Trustee from the sale or other disposition of the Project in accordance with the provisions of the Loan Agreement and the Indenture, and (v) any money arising out of the investment or reinvestment of said proceeds, income, revenues or receipts.

SECTION 3. The Series 1982 Bonds shall be issued in compliance with and under authority of the provisions of the Enabling Ordinance, this Ordinance and the Indenture and the foregoing shall be stated on the face of the Series 1982 Bonds. Additional bonds may be issued on a parity with the Series 1982 Bonds in accordance with the provisions and limitations set forth in the Indenture.

SECTION 4. The forms, terms and provisions of the proposed Loan Agreement and Indenture are hereby in all respects approved, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement and the Indenture in the name and on behalf of the Issuer. The Loan Agreement and the Indenture, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Loan Agreement and the Indenture now before this meeting; and from and after the execution and delivery of the Loan Agreement and Indenture, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this ordinance and to comply with and make effective the provisions of the Loan Agreement and the Indenture as executed.

SECTION 5. The sale of the Series 1982 Bonds to The Exchange National Bank of Chicago, at a price of 100% of the principal amount thereof, is hereby approved.

SECTION 6. The Issuer hereby elects to have the provisions as to the \$10,000,000 limit in Section 103 (b) (6) (D) of the Internal Revenue Code of 1954, as amended, applied to the Series 1982 Bonds; and the Mayor and City Clerk of the Issuer are hereby authorized, empowered and directed to take any and all further action which may be required to implement and effectuate such election, including, without limitation, the preparation and filing of such statement or statements or other document or documents as may be deemed by them to be necessary or advisable in order to comply with the procedure set forth in Section 1.103-10 (b) (2) (vi) of the Income Tax Regulations (26 CFR Part 1) under Section 103 of the Internal Revenue Code of 1954, as amended; and all acts heretofore taken by them in this connection are hereby ratified and confirmed.

SECTION 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

SECTION 8. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption.

[Corporate Guaranty Agreement, Individual Guaranty Agreement, Lease Agreement, Mortgage, Loan and Security Agreement and Trust Indenture omitted for printing purposes.]

**Execution of Agreement Authorized for the Auditorium
Building Improvements Under the Historic
Preservation Block Grant Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement for improvements to the Auditorium Building under the Community Development Block Grant Program in the amount of \$70,000.00

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merio, Clewis, Axelrod, Schullter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Historic preservation is one of the specific areas for funding under this program; and

WHEREAS, The Auditorium Building is one of Chicago's premier architectural landmarks; and

WHEREAS, Preservation of landmark buildings is a proper concern of the City of Chicago; and

WHEREAS, Improvements to Auditorium Building are necessary for its preservation; and

WHEREAS, Roosevelt University maintains, occupies, and conducts tours of the Auditorium Building; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Seventy Thousand Dollars (\$70,000.00) is hereby allocated by the City of Chicago for use in facilitating improvements which are necessary for preservation of the Auditorium Building at 410 South Michigan, Chicago, Illinois.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Auditorium Building attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning, is authorized to forward such counterparts to the United States Department of Housing and Urban Development and Roosevelt University, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

**Execution of Agreement Authorized for Improvements to The Auditorium
Theater Council under the Historic Preservation
Block Grant Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement for improvements to the Auditorium Theater Council under the Community Development Block Grant Program in the amount of \$40,000.00.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Historic preservation is one of the specific areas for funding under this program; and

WHEREAS, The Auditorium Theater is one of Chicago's premier architectural landmarks; and

WHEREAS, Preservation of landmark buildings is a proper concern of the City of Chicago; and

WHEREAS, Improvements to Auditorium Theater are necessary for its preservation; and

WHEREAS, The Auditorium Theater Council a not-for-profit Illinois Corporation, maintains, occupies, and conducts tours of the Auditorium Theater; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Forty Thousand Dollars (\$40,000.00) is hereby allocated by the City of Chicago for use in facilitating improvements which are necessary for preservation of the Auditorium Theater at 70 East Congress Parkway, Chicago, Illinois.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Auditorium Theater Council attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning, is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Auditorium Theater Council, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

**Execution of Agreement Authorized for Improvements to the Hotel
Florence Under the Historic Preservation
Block Grant Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement for improvements to the Hotel Florence under the Community Development Block Grant Program in the amount of \$40,000.00.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Historic preservation is one of the specific areas for funding under this program; and

WHEREAS, The Hotel Florence is one of Chicago's premier architectural landmarks; and

WHEREAS, Preservation of landmark buildings is a proper concern of the City of Chicago; and

WHEREAS, Improvements to Hotel Florence are necessary for its preservation; and

WHEREAS, The Historic Pullman Foundation, a not-for-profit Illinois Corporation, maintains, occupies, and conducts tours of the Hotel Florence; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Forty Thousand Dollars (\$40,000.00) is hereby allocated by the City of Chicago for use in facilitating improvements which are necessary for preservation of the Hotel Florence at 11111 South Forrestville, Chicago, Illinois.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Hotel Florence attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning, is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Historic Pullman Foundation, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

**Execution of Agreement Authorized for Improvement of the Robie House
Under the Community Development Block Grant Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of Agreement necessary for the improvement of a facility under the Historic Preservation Component of the Community Development Block Grant Program for the Robie House in the amount of \$40,000.00.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Historic preservation is one of the specific areas for funding under this program; and

WHEREAS, The Robie House is one of Chicago's premier architectural landmarks; and

WHEREAS, Preservation of landmark buildings is a proper concern of the City of Chicago; and

WHEREAS, Improvements to Robie House are necessary for its preservation; and

WHEREAS, The University of Chicago maintains, occupies, and conducts tours of the Robie House; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Forty Thousand and no/100 Dollars (\$40,000.00) is hereby allocated by the City of Chicago for use in facilitating improvements which are necessary for preservation of the Robie House at 5757 S. Woodlawn Avenue, Chicago, Illinois.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Robie House attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the University of Chicago, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

**Execution of Redevelopment Agreement Authorized with Interstate
Bakeries Corp. for Facilities Located at No. 40 W.
Garfield Blvd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between City and Interstate Bakeries Corporation for facilities located at No. 40 W. Garfield Boulevard.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed March 30, 1982, authorized the submission of an application of the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Washington Park Community of the City of Chicago; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-80-AA-17-0087(7) which provides for a loan of grant funds to Interstate Bakeries Corporation, for building modernization and the purchase of capital equipment as part of an expansion of business program by Interstate Bakeries Corporation which will permit the retention of 335 high paying jobs benefiting the economically distressed Washington Park Community; now, therefore,

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

SECTION 1. The Mayor and the Interim Commissioner of the Department of Economic Development of the City of Chicago are authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$2,000,000.00 of Urban Development Action Grant funds to Interstate Bakeries Corporation for the purposes of building modernization and purchasing capital equipment to be installed and used at the facility located at 40 West Garfield Boulevard in the Washington Park Community of the City of Chicago; and which Redevelopment Agreement obligates Interstate Bakeries Corporation to modernize the aforesaid facility and purchase capital equipment as part of a business expansion program by expending approximately \$1,225,513.00 in private funds.

The Mayor and the Interim Commissioner of the Department of Economic Development are further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment Agreement being in substantially the following form:

This Agreement, made in Chicago, Illinois, this _____ day of _____, 1982, between the City of Chicago, Illinois, ("City") by and through its Department of Economic Development having its offices at Chicago, Illinois and Interstate Bakeries Corporation, a Delaware corporation, 12 East Armour Boulevard, Kansas City, Missouri 64111, ("Bakeries").

WITNESSETH:

Whereas, the Department of Economic Development of the City of Chicago, Illinois has as its primary purpose the attraction and expansion of economic development in the City of Chicago, Illinois; and

Whereas, it is the intention of Bakeries to rehabilitate and modernize its existing commercial baking operation by rehabilitating and modernizing the baking facility located at 40 East Garfield Boulevard; Chicago, Illinois, which is owned and operated by Interstate Brands Corporation, a wholly owned subsidiary of Bakeries; and

Whereas, the City has made an application to the United States Department of Housing and Urban Development (hereinafter "HUD") for an Urban Development Action Grant (hereinafter "UDAG Grant") for funds to be used as a loan to Bakeries to partially finance the rehabilitation and modernization of said bakery operation to accommodate a better baking facility and the purchase of related equipment therefore; and

Whereas, in response to said application, HUD has approved UDAG Grant number B-80-AA-17-0087-(7) which provides that \$2,000,000 may be lent to Bakeries for the above purposes; and

Whereas, Bakeries desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein set forth, to lend said amount to Bakeries.

Now, Therefore, The Parties Agree as follows:

Section I. Definitions

The following terms when used in this Redevelopment Agreement shall have the meanings set forth in this Section:

- (A) "Brands" shall mean Interstate Brands Corporation, a wholly owned subsidiary of Interstate Bakeries Corporation, a Delaware Corporation;
- (B) "Property" shall mean the land and building located at 40 East Garfield Boulevard, Chicago, Illinois.
- (C) "Lender" shall mean Continental Illinois National Bank and Trust Company of Chicago, a wholly owned subsidiary of Continental Illinois Corporation, a Delaware Corporation;
- (D) "CILC" shall mean Continental Illinois Leasing Corporation, a wholly owned subsidiary of Continental Illinois Corporation, a Delaware Corporation;
- (E) "UDAG Grant Agreement" shall mean the Agreement numbered B-80-AA-17-0087-(7) and dated July 28, 1982 between the Secretary of Housing and Urban Development and the City of Chicago, Illinois.

The exhibits referred to above are hereby incorporated into this Agreement and made a part hereof.

Section II. Consideration

The City hereby agrees, in consideration of Bakeries executing this Redevelopment Agreement and agreeing to be bound by its terms, to loan funds received pursuant to the above mentioned UDAG Grant to Bakeries in accordance with the terms of said UDAG Grant Agreement and the terms of the following agreement with Bakeries.

In consideration of the City making the above mentioned loan to Bakeries, Bakeries agrees for itself, its subsidiary Brands, and their successors and assigns, to be bound by the terms of this Redevelopment Agreement and to diligently complete the Redevelopment Plan described herein.

Section III. Agreement

The City shall loan to Bakeries and Bakeries shall borrow from the City, the sum of Two Million and no/100 Dollars (\$2,000,000.) in accordance with the following terms and conditions:

A. Construction Loan

1. During the time period for the construction loan set forth in paragraph 2(f) below, interest only at the rate of 8% per annum shall be charged monthly on the loan proceeds drawn down from time to time. Said interest charges shall be deferred and accrued as simple interest for the remainder of the construction loan.

2. Disbursement -- After Bakeries has certified to City and HUD that Bakeries has sufficient funds on hand or irrevocably available to it to complete its obligations per the Grant Agreement and has identified the sources of said funds, then the loan can be drawn as follows:

(a) Draw requests for said loan proceeds shall apply only for building modernization costs and shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Architect and/or Engineer of Bakeries and the Architect and/or Engineer of the City.

(b) Loan disbursements for said building modernization costs shall be made on the basis of a percentage of work completed and in place, a stage basis or a voucher and paid receipts basis or any combination of same.

(c) All loan disbursements shall be paid out of HUD grant funds by City after equity funds in the amount of not less than \$425,513 shall have been expended by Bakeries toward the building modernization. Said loan disbursements shall be in an amount proportionate to the total costs of the project, including debt and equity financing of the total project costs, on a pro-rata basis of \$1.00 UDAG dollar for every \$4.60 on non UDAG funds expended by Bakeries for the project. Total project costs shall be the costs extended by Bakeries for building modernization and improvements, capital equipment and start-up costs as set forth herein.

(d) No disbursement of the loan of Grant Funds shall be made unless and until Bakeries shall have furnished to City and ALTA policy for mortgage title insurance covering the Property in the full amount of the loan, insuring that City will be the holder of a first lien on the real estate, existing chattels, and equipment unrelated to the leveraged lease agreement Bakeries and CILC, free of encumbrances and other exceptions to title other than those approved, in advance, by City and not subordinated to any interest.

(e) No disbursement of the loan of grant funds shall be made unless and until Bakeries shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee in amount or amounts satisfactory to the City and HUD.

(f) Unless otherwise provided for herein no disbursement of the loan of grant funds shall be made unless and until the City and/or Bakeries has obtained, or has reasonable assurance that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City and/or Bakeries for the project.

(g) The construction loan (or construction phase of loan) shall be for a period not to exceed 12 months from the first disbursement of grant funds under the loan, but shall extend for a period not later than November 30, 1983.

B. Permanent Loan

1. Permanent Loan amount -- \$2,000,000.

2. Term of loan -- 20 years, commencing not later than November 30, 1983.

3. Interest shall be charged annually on the following basis:
 - (a) 8% -- months 1 through 36.
 - (b) 8½% -- months 37 through 60.
 - (c) 9% -- months 61 through 120.
 - (d) 10% -- months 121 through 240.
4. Payments for the first 36 months with interest at 8% per annum shall be deferred and accrued and said accrued interest in the amount of \$480,000 shall be added to the original amount of loan principal and accrued construction interest to form an enlarged loan amount. Said revised loan amount shall then be repaid on a direct reduction schedule over the balance of the permanent loan term of 204 months.
5. Monthly payments of principal and interest are to be paid according to the following schedule:
 - (a) Months 37 through 60 -- principal and interest payments at 8½% annual interest.
 - (b) Months 61 through 120 -- principal and interest payments at 9% annual interest.
 - (c) Months 121 through 240 -- principal and interest payments at 10% annual interest.
6. Upon any refinancing, sale or other disposition of the Property during the term of the loan any outstanding balance plus accrued interest shall become immediately due and payable to City. The entire balance of the outstanding principal of the loan and all unpaid accrued interest on the loan shall become immediately due and payable upon the bankruptcy, reorganization, dissolution or liquidation of Bakeries, or upon the sale, exchange, disposition, refinancing or sale under foreclosure of the Property. Should title or the equity of redemption in the Property be acquired in whole or in part, voluntarily or involuntarily by grant, lease or assignment, the entire balance of the loan and all unpaid interest and accrued interest thereon shall be immediately due and payable.
7. An event of default by Bakeries of any of the terms and conditions of this Agreement or of any other person, relating directly or indirectly to the rehabilitation of the Property, and now existing or hereinafter entered into shall be a default under this Redevelopment Agreement. Upon such an occurrence, the City may at its sole option, declare the entire outstanding balance of the loan plus accrued interest thereon, immediately due and payable to the City.
8. Security -- The loan shall be secured by a first mortgage lien in favor of City upon the Property and all fixtures, equipment and other assets of Bakeries or Brands at the Property. Capital equipment at a cost of approximately \$9, 198.41 to be installed under the terms of leveraged lease agreement with "CILC", if purchased by Bakeries or Brands at a future date, shall be subject to the said mortgage lien in favor of City.
9. Prepayment of the loan may occur at any time during the loan term without penalty.
10. Prior to the disbursement of the loan of grant funds hereunder, Bakeries and Brands when appropriate, shall execute and deliver to City in form acceptable to City, its note, mortgage, loan and security agreement UCC-1 forms and opinion of counsel which shall evidence the terms and provisions of this agreement, and be in conformity herewith.

Section IV. Redevelopment Plan

- A. Bakeries shall rehabilitate and modernize the baking facility located at the Property at a total development cost of approximately \$12,423,654. Delineation of the cost breakdown shall be as follows:

(a) Building modernization and improvements	\$ 2,425,513
(b) Capital Equipment	9,198,141
(c) Start-up Costs	<u>800,000</u>
TOTAL	\$ 12,423,654

B. Bakeries shall borrow from "Lender" a sum in the approximate amount of \$9,198,141 to be used for the purchase and installation of capital equipment and shall assign the executed purchase agreement with the equipment vendor to Lender as security for the term of the loan.

C. Bakeries shall borrow \$2,000,000 of grant funds from City pursuant to this Agreement for financing construction of the building modernization and improvements above-described.

D. Bakeries shall provide equity funds in cash and other financing in the amount of \$1,225,513 to be used for building modernization and start-up costs.

E. The following timetable shall apply to Bakeries for the performance of the above-described activities:

Activity	Commencement Date	Completion Date
(1) Building Renovation/ Dock Expansion	August 1, 1982	November 30, 1983
(2) Capital Equipment Purchase	August 1, 1982	November 30, 1983
(3) Capital Equipment Installation	August 1, 1982	November 30, 1983

Section V. Evidence of Financing

At the time of execution of this Redevelopment Agreement, Bakeries shall furnish the City with evidence that Lender has committed to lend to Bakeries the principal sums of not less than Nine Million One Hundred Ninety-eight Thousand One Hundred Forty-one Dollars (\$9,198,141.) for the purchase and installation of capital equipment. Bakeries shall also furnish to the City evidence that it has available to it, equity funds in an amount not less than One Million Two Hundred Twenty-five Thousand Five Hundred Thirteen Dollars (\$1,225,513.) to be used for building modernization and start-up costs.

Section VI. Maintaining Records and Right to Inspect

All books, records, and other documents relating directly to the receipt and disbursement of the above-described loan shall be subject to the right of access by any duly authorized representative of the City, the Secretary of Housing and Urban Development, and/or the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these loan funds, and until the final settlement and conclusion of all issues arising out of this loan or under this Redevelopment Agreement or the related Urban Development Action Grant Agreement.

Section VII. Access to Project

For the period set forth in Section IV, any duly authorized representative of the City and/or the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Property.

Section VIII. No Assignment or Succession

No transfer of loan funds by the City to Bakeries shall be or be deemed an assignment of UDAG Grant funds, and Bakeries shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant Agreement.

Section IX. Notices

Any and all notices given or required under this Redevelopment Agreement, and all agreements and documents related thereto shall be in writing, placed in the United States mail, first class, registered, return receipt requested, postage prepaid, and addressed as follows:

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

If to Bakeries: Interstate Bakeries Corporation
12 East Armour Boulevard
Kansas City, Missouri 64111
Attention: Legal Department

Section X. Governing Law

This Redevelopment Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Section XI. Time is of the Essence

Time is of the essence of this Agreement.

Section XII. Housing and Urban Development

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material" within the meaning of said provision if it cancels or reduces any developmental, construction, job creating, or financial obligation of Bakeries by more than (10%) percent; or if it changes the situs or character of the Property, or if it increases any time for performance by more than ten (10%) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

Section XIII. Disclaimer of Relationship

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

Section XIV. Certificate of Completion

Promptly after completion by Bakeries of the Redevelopment Plan described in Section IV above, the City will furnish Bakeries with appropriate instruments so certifying. The certifications by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with the obligation of Bakeries and its successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications, the City shall, within 30 days after written request by Bakeries, provide Bakeries with a written statement indicating in adequate detail how Bakeries has failed to comply with the Redevelopment Plan in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Bakeries to make or perform in order to obtain the certification.

Section XV. Restrictions on Use

During the term of the loan provided for in Section III of this Agreement Bakeries shall use the Property solely for baking purposes.

Section XVI. Mortgagees not Obligated to Construct

Notwithstanding any of the provisions of this Agreement; the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the above premises or any part thereof, but not including (a) any other party who thereafter obtains title to the premises from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section IV or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the premises to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XVII. Enforced Delay in Performance

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

B. No Waiver by Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action of proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by the City with respect to any specific default by Bakeries under this Section be considered or treated as a waiver of the rights of the City with respect to any other default by Bakeries under this Section, or with respect to the particular default except to the extent specifically waived in writing.

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

No member, official, or employee of the City shall have any personal interest direct, or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Nor shall any said member, official or employee of the City be liable to Bakeries, or any successor in interest, in the event of any default or breach by the City for any amount which may become due to Bakeries or its successors or assigns on any obligation under the terms of this Agreement.

Section XX. Equal Employment Opportunity

Bakeries and its successors and assigns, agree that during the term of the loan provided for in Section III of this Agreement;

(a) They will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bakeries will take affirmative action to ensure the 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, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Bakeries agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

In Witness Whereof, The City of Chicago, Illinois and Interstate Bakeries Corporation, have caused this Agreement to be duly executed as of the day and year first above provided.

[Signature forms omitted for printing purposes.]

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

—
**Execution of Agreements Authorized with Gold Eagle Company
 and CMD Properties, Inc. for a Redevelopment Project
 Located at No. 4400 S. Kildare Blvd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City, Gold Eagle Co. and CMD Properties, Inc. for development of a project located at No. 4400 S. Kildare Avenue.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated August 10, 1982 has approved a redevelopment project for the use of Gold Eagle Company, which obligates the City of Chicago to assist Gold Eagle Company in the acquisition of the redevelopment project tract and which obligates Gold Eagle Company to prepare the redevelopment tract for use as a combined manufacturing, processing, distribution and office facility which is expected to result in the additional employment of approximately 60 persons within thirty-six (36) months of closing; and

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

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation

Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to assist Gold Eagle Company in the acquisition of a parcel of land consisting of approximately 9.5 acres located at 4400 South Kildare Boulevard in the City of Chicago, and legally described as follows:

That part of Lot "B" in Circuit Court Partition of the South Half and that part of the Northwest Quarter lying South of the Illinois and Michigan Canal reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Chicago, Cook County, Illinois, according to the Plat of said Circuit Court partition recorded in the office of the Recorder of Cook County, Illinois on April 19, 1897, in Book 67 of Plats, Page 44, as Document No. 2530529, Bounded and Described as follows:

Beginning at the intersection of the South line of West 44th Street (a private street) and the West line of South Kildare Boulevard (a private street):

Thence South along west line of South Kildare Boulevard, a distance of 338 feet, more or less, to its intersection with a line parallel to and 687.19 feet south of the east and west center line of said Section 3.

Containing 418,000 square feet (9.5 acres) of land, more or less.

and which will obligate Gold Eagle Company to prepare the redevelopment parcel for the use as a combined manufacturing, processing, distribution and office facility, costing approximately \$100,000, exclusive of equipment and machinery. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

This Agreement, made on or as of the _____ day of _____, 1982, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois ("City") and Gold Eagle Co., an Illinois corporation, having its office located at 1870 North Clybourn Avenue, Chicago, Illinois ("Gold Eagle").

W I T N E S S E T H:

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

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

Whereas, the DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has by resolution dated August 10, 1982 approved a Cooperative Redevelopment Agreement with CMD Properties, Inc. ("CMD") for the development of a parcel of land consisting of approximately 9.5 acres located at 4400 South Kildare Boulevard, in the City and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of a Sale and Purchase Agreement dated July 6, 1982 by and between CMD, as Seller and Gold Eagle, as Purchaser ("Sale Agreement"), which grants to Gold Eagle the right to purchase the Redevelopment Parcel from CMD; and

Whereas, it is the intention of the City to operate in the acquisition of the Redevelopment Parcel and sale to Gold Eagle which will require an expenditure by the DED in an amount of approximately \$209,000.00 in acquisition costs (at a price of \$.50 per square foot); and

Whereas, the City and CMD have executed an Agreement on this date which obligates CMD to execute any and all documents necessary in order to convey to Gold Eagle good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately \$1,541,000 to be paid by Gold Eagle, plus a sum of approximately \$209,000.00 to be paid by the City through the DED (at a price of \$.50 per square foot), at the closing to CMD; and

Whereas, the expenditure of the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and the expenditures shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes:

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

Section I. Consideration

The City hereby agrees, in consideration of Gold Eagle's executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$209,000.00 (at a price of \$.50 per square foot) to CMD to assist Gold Eagle in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

Section II. Redevelopment Plan

Gold Eagle shall prepare the Redevelopment Parcel for its use as a combined manufacturing, processing, distribution and office facility of approximately 219,000 square feet costing approximately \$100,000, exclusive of equipment and machinery. Any plans and specifications for renovation or rehabilitation of the Property shall be in conformity with all applicable State and local laws and regulations. The Property shall be used in accordance with applicable zoning laws.

Section III. Conveyance of Property

(a) Conveyance of the Property shall be accomplished through an escrow to be established by the parties hereto with Pioneer National Title Insurance Company.

(b) Gold Eagle shall cause the Deed to be filed for recordation in the office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall in any event be closed no later than January 17, 1983.

Section IV. Evidence of Financing

Gold Eagle shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof not later than 90 days after the execution of this Agreement.

Section V. Time for Commencement and Completion of Improvements

The construction of the improvements as described in Section II hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing. Gold Eagle agrees, subject to Section XI hereof, for itself, its successor and assigns, and every successor in interest to the Property, or any part thereof, that it and its successors and assigns, shall promptly begin and diligently complete the redevelopment through the preparation of the improvements thereon as described in Section II hereof, and that any construction and all preparation of the improvements shall commence and be completed within the periods specified in this Section. It is intended and agreed, that these agreements and covenants shall be binding for the benefit of the community and the City and enforceable by the City against Gold Eagle and its successors and assigns.

Section VI. Time of the Essence

Time is of the essence of this Agreement.

Section VII. Certificate of Completion

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City will furnish Gold Eagle with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Gold Eagle and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by Gold Eagle provide Gold Eagle with a written statement indicating in adequate detail how Gold Eagle has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Gold Eagle to take or perform in order to obtain the certification subject to the provisions of Section XIII A hereof.

Section VIII. Restriction on Use

Gold Eagle agrees for itself, and its successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while it and its successors and assigns respectively shall have an interest in the Redevelopment Parcel, it shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Redevelopment Parcel or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Redevelopment Parcel in accordance with administrative or legal proceedings applicable thereto.

Section IX. Prohibition Against Transfer of Property

Gold Eagle will not, prior to the completion of the improvements as set forth in Section II, as certified by the City, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form of or with respect to this Agreement or the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without the prior written approval of the City, except Gold Eagle may mortgage said premises as provided in Section X.

Section X. Limitation Upon Encumbrance of Property

Prior to the completion of the improvements as set forth in Section II, as certified by the City, neither Gold Eagle nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Redevelopment Parcel, or suffer any encumbrance or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for constructing and equipping the improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price by Gold Eagle for the Property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc., in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

Section XI. Mortgagees Not Obligated to Construct

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Redevelopment Parcel or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who

thereafter obtains title to the Redevelopment Parcel or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section II or to guarantee such construction or completion; nor shall any covenant or any other provision be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Redevelopment Parcel or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XII. Enforced Delay in Performance

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

Section XIII. Remedies

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such part, such party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Prior to Conveyance. In the event that prior to the conveyance of the Property, Gold Eagle assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Property upon tender of conveyance by CMD in conformance with the Sale Agreement and this Agreement, then this Agreement and rights of Gold Eagle in this Agreement, at the option of the City be terminated by the City. In the event that CMD does not tender conveyance or possession of the Property as provided in this Agreement and the Sale Agreement, then this Agreement, at the option of Gold Eagle shall be terminated.

C. Subsequent to Conveyances. In the event that Gold Eagle shall be in default of or breach this Agreement subsequent to the conveyance under Section III and prior to the completion of improvements under Section II, then the City upon written notice within thirty (30) days after discovery of such default or breach shall, unless Gold Eagle shall commence to cure or remedy the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option to recover from Gold Eagle an amount equal to the monies paid by the City pursuant to Section I hereof, as well as interest in the sum of ten percent (10%), computed from the day of delivery of funds to Gold Eagle made under this Agreement to the day of the return of such funds by Gold Eagle to the City.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of the concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default

involved); nor shall any waiver in fact made by the City with respect to any specific default by Gold Eagle under this Section be considered or treated as a waiver of the rights of the City with respect to the particular default except to the extent specifically waived in writing.

Section XIV. Conflict of Interest; City's Representatives Not Individually Liable

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Gold Eagle or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Gold Eagle or its successors or on any obligations under the terms of this Agreement.

Section XV. Provisions Not Merged with Deed

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Redevelopment Parcel to Gold Eagle or any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section XVI. Equal Employment Opportunity

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

- (a) Gold Eagle will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Gold Eagle 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. Gold Eagle agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Gold Eagle will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (c) Gold Eagle will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.
- (d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XVII. Employment

Gold Eagle will use its best efforts to increase its total employment to approximately 163 employees at the project location within thirty-six (36) months of Closing.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by the DED and Gold Eagle has signed and sealed the same on or as of the ____ day of _____, 1982.

[Signature forms omitted for printing purposes]

EXHIBIT I

Legal Description

That part of Lot "B" in Circuit Court Partition of the South Half and that part of the Northwest Quarter lying South of the Illinois and Michigan Canal reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Chicago, Cook County, Illinois, according to the Plat of said Circuit Court partition recorded in the office of the Recorder of Cook County, Illinois on April 29, 1897, in Book 67 of Plats, Page 44, as Document No. 2530529, Bounded and Described as follows:

Beginning at the intersection of the South line of West 44th Street (a private street) and the West line of South Kildare Boulevard (a private street):

Thence South along said west line of South Kildare Boulevard, a distance of 338 feet, more or less, to its intersection with a line parallel to and 687.19 feet south of the east and west center line of said Section 3.

SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with Gold Eagle Company a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Gold Eagle Company to prepare the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility, and which will obligate the City of Chicago to execute the necessary documents with CMD Properties, Inc. in order to cause it to convey to Gold Eagle, Co. good and merchantable title to the Redevelopment parcel, said Co-operative Redevelopment Agreement being in substantially the following form:

This Agreement, made on or as of the ____ day of _____, 1982, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois ("City") and CMD Properties, Inc., having its offices at One First National Plaza, Suite 4950, Chicago, Illinois 60602 ("CMD").

WITNESSETH:

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

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

Whereas, the DED has received a Federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED of the City, pursuant to the Chicago Plan for Economic Development, has by resolution dated August 10, 1982, approved a co-operative redevelopment project agreement with CMD for the redevelopment of a parcel of land consisting of approximately 9.5 acres located at 4400 South Kildare Boulevard, thereon in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED of Chicago has received a copy of Sale and Purchase Agreement ("Sale Agreement") dated July 6, 1982, by and between CMD, as Seller, and Gold Eagle Co., as Purchaser ("Gold Eagle"), which grants Gold Eagle the right to purchase the Redevelopment Parcel from CMD; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Redevelopment Parcel by and sale to Gold Eagle which will require an expenditure by the DED in an amount of approximately \$209,000.00 in acquisition costs (at a price of \$.50 per square foot); and

Whereas, it is the intention of Gold Eagle to purchase the Redevelopment Parcel from CMD for the approximate sum, net of the expenditure by the DED, of \$1,541,000; and

Whereas, the expenditure required by the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and all expenditures shall be pursuant to the terms of the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes.

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. CMD agrees to perform the following:

a. Use its reasonable efforts to have Gold Eagle execute with the City a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Gold Eagle to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 219,000 square feet at a cost of approximately \$100,000, exclusive of equipment and machinery, which, it is anticipated by Gold Eagle, will result in the employment within the ensuing thirty-six (36) months of approximately 60 additional persons.

b. Execute the necessary documents in order to convey to Gold Eagle in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at 4400 South Kildare Boulevard, in the City, as fully described in Exhibit I hereto attached, comprising approximately 9.5 acres for a sum of approximately \$209,000.00 (at a price of \$.50 per square foot) to be paid by the City, through the DED, plus the sum of approximately \$1,541,000 to be paid by Gold Eagle, all of which is to be paid into escrow at closing for the benefit of CMD; provided, however, that neither the City nor Gold Eagle shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and CMD has been paid the total price of approximately \$1,750,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in an escrow to be duly established by the parties with the Pioneer National Title Insurance Company for the purpose of accomplishing the conveyances as herein provided.

2. The City, by and through the DED, agrees to perform the following:

a. Execute with Gold Eagle a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Gold Eagle to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution, and office facility of approximately 219,000 square feet at a cost of approximately \$100,000, exclusive of equipment and machinery, which, it is anticipated by Gold Eagle, will result in the employment within thirty-six (36) months of Closing of approximately 60 additional persons.

b. Execute the necessary documents with CMD in order to cause it to convey to Gold Eagle in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at 4400 South Kildare Boulevard, in the City as fully described in Exhibit I hereto attached, comprising approximately 9.5 acres for the sum of approximately \$1,541,000.00, plus a sum of approximately \$209,000 (at a price of \$.50 per square foot) to be paid by the City, through DED, all of which is to be paid into escrow at closing for the benefit of CMD; provided, however, that neither the City nor

Gold Eagle shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed, and CMD has been paid the total price of approximately \$1,750,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and to cause them to be deposited in an escrow to be duly established by the parties with Pioneer National Title Insurance Company for the purpose of accomplishing the conveyances as herein provided.

3. This agreement shall not be recorded by either party.

4. The aforesaid agreements between the City and CMD are made upon the following express conditions, and in the event any of the contingencies contained in this section are not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

a. A Redevelopment Agreement shall have been executed by and between the City and Gold Eagle in such form as they may agree which will obligate Gold Eagle to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 219,000 square feet, costing approximately \$100,000, exclusive of equipment and machinery, which is anticipated by Gold Eagle to result in the additional employment of approximately 60 additional persons within thirty-six (36) months of Closing.

5. It is hereby agreed between the parties that upon due performance by CMD of its obligations set forth in Paragraph 1 above, CMD shall have no further obligation to the City with respect to the transaction contemplated by this Agreement.

In Witness Whereof, the City of Chicago by and through the Department of Economic Development of the City of Chicago, has caused this Agreement to be duly executed, and CMD has signed and sealed the same on or as of the ____ day of _____, 1982.

[Signature forms omitted for printing purposes]

EXHIBIT I

Legal Description

That part of Lot "B" in Circuit Court Partition of the South Half and that part of the Northwest Quarter lying South of the Illinois and Michigan Canal reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Chicago, Cook County, Illinois, according to the Plat of said Circuit Court partition recorded in the office of the Recorder of Cook County, Illinois on April 29, 1897, in Book 67 of Plats, Page 44, as Document No. 2530529, Bounded and Described as follows:

Beginning at intersection of the South line of West 44th Street (a private street) and the West line of South Kildare Boulevard (a private street):

Thence South along said west line of South Kildare Boulevard, a distance of 338 feet, more or less, to its intersection with a line parallel to and 687.19 feet south of the east and west center line of said section 3.

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

Transfer of Funds Authorized and Directed.

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 transfer of funds in the following departments:

Department of Health
 Department of Inspectional Services (2)
 Police Department.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

Department of Health.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-3112-005	Salaries on Payroll	\$ 600,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-3112-342	Drugs, Chemicals and Medical Supplies	\$ 600,000.00

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

Department of Inspectional Services.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
200-4420-005	Salaries and Wages - On Payroll	\$ 4,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
200-4420-228	Automobile Allowance - Schedule Rate	\$ 4,000.00

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

—
Department of Inspectional Services.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4420-528	Removal or Demolition	\$ 45,000.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4420-228	Auto Allowance Scheduled Rate	\$ 45,000.00

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

—
Police Department.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4173-320	320 Gasoline	\$ 146,000.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4125-149	149 Other Professional and Technical Services	\$ 146,000.00

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

—
Transfer of Funds in Chicago Public Library Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the transfer of funds in the Chicago Public Library.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--37.

Nays--Aldermen Streeter, Sheahan, Kelley, Oberman, Volini, Orr--6.

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
346-7110-005	Salaries and Wages on Payroll	\$ 200,000.00
346-7110-015	Schedule Salary Adjustments	50,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
346-7110-181	Energy	\$ 250,000.00

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

**Execution of an Amendment to an Agreement Authorized
Between City and State for Street Resurfacing
(1978-1) Project.**

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 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 revision of the Street Resurfacing (1978-1) Project Agreement described therein, said agreement to be substantially in the following form:

Whereas, on June 15, 1978, 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 resurface 11.40 miles of City streets, hereinafter called the "Project"; and

Whereas, the City and the State are desirous of revising the cost estimates for the Projects.

Now, Therefore, Be It Agreed, that Numbered Paragraph 8 of the aforementioned Agreement be revised to read as follows:

8. To reimburse the City for one hundred percent (100%) of the City's costs, not to exceed a maximum of \$2,000,000, described in Paragraph 10, for the resurfacing improvements upon receipt of billing supported by documentation as required by the State.

Be It Further Agreed, that all items contained in the original City/State Agreement which are not in conflict with this Agreement shall remain in full force and effect.

Be It Further Agreed, that this Amendment shall be binding upon 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.

[Signature forms omitted for printing purposes]

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

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

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Execution of an Amendment to an Agreement Authorized
Between City and State for Street Resurfacing
(1978-2) Project.**

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 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 revision of the Street Resurfacing (1978-2) Project Agreement described therein, said agreement to be substantially in the following form:

Whereas, on October 3, 1978, 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 resurface 19.05 miles of City streets, hereinafter called the "Project"; and

Whereas, the City and the State are desirous of revising the cost estimates for the Projects.

Now, Therefore, Be It Agreed, that Numbered Paragraph 8 of the aforementioned Agreement be revised to read as follows:

8. To reimburse the City for one hundred percent (100%) of the City's costs, not to exceed a maximum of \$3,277,000, described in Paragraph 10, for the resurfacing improvements upon receipt of billing supported by documentation as required by the State.

Be It Further Agreed, that all items contained in the original City/State Agreement which are not in conflict with this Agreement shall remain in full force and effect.

Be It Further Agreed, that this Amendment shall be binding upon 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.

[Signature forms omitted for printing purposes]

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

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

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Execution of an Amendment to an Agreement Authorized Between
City and State for the Construction of Columbus Drive
Between Randolph and Monroe Streets.**

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 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 construction of Columbus Drive, described therein, said agreement to be substantially in the following form:

Whereas, on March 29, 1978, 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 construct Columbus Drive between Randolph Street and Monroe Street, hereinafter called the "Project"; and

Whereas, Numbered Paragraph 12 of the aforementioned Agreement contains the estimated cost and the division of financial responsibilities for the Project; and

Whereas, the City and State are desirous of updating and revising the estimate of cost and reducing the upper limit of State participation.

Now, Therefore, Be It Agreed, that Numbered Paragraph 12 of the aforementioned Agreement be revised to read:

12. That the estimated costs of the Project covered under this Agreement are:

Right-of-Way	\$ 120,000
Force Account Construction	\$ 100,000
Contract Construction	<u>\$ 8,910,580</u>
TOTAL:	\$ 9,130,580

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

Federal-Aid Urban (70.21% of \$9,130,580)	\$ 6,410,580
Non-Federal Funds (State) (29.79% of \$9,130,580)	<u>\$ 2,720,000</u>
TOTAL:	\$ 9,130,580

and that based upon said ratio, State participation in final actual costs of the Project is limited to a maximum of \$2,720,000, with any non-federal share required in excess of that amount to be provided by the City.

Be It Further Agreed, that Numbered Paragraph 15 be added to the aforementioned Agreement as follows:

15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 12.

Be It Further Agreed, that all items contained in the original City/State Agreement and any subsequent executed Amendments which are not in conflict with this Amendment shall remain in full force and effect.

Be It Further Agreed, that this Amendment shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes]

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

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

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Execution of Agreement Authorized Between City and State for
the Cicero Av./Marquette Rd. Combined Sewer Connector
Project (Phase 1).**

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 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 construction of the Cicero Avenue/Marquette Road Combined Sewer Connector (Phase I) described therein, said agreement to be substantially in the following form:

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 construct the Cicero Avenue/Marquette Road Combined Sewer Connector (Phase I), hereinafter referred to as the "Project" and identified in Paragraph 14 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 as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

3. To prepare or cause to be prepared all studies, surveys, design plans and specifications, provide quantities and be responsible for all calculations related to the improvement for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all construction engineering/supervision and force account construction all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the State and the Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.
9. To be responsible for the maintenance and jurisdiction for the Cicero Avenue/Marquette Road Combined Sewer Connector (Phase I).
10. To indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgements, including costs, attorneys and witness fees, and expenses incident thereto for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the State) arising out of or in connection with the construction of the Cicero Avenue/Marquette Road Combined Sewer Connector (Phase I) and the supplemental discharges into this system as shown in Exhibit "A" (Phase II and Phase III). (Attached hereto and made a part hereof). In the event any demand or claim is made or suit is commenced against the State, that agency shall give prompt written notice thereof to the City and the City shall have the right to compromise or defend the same to the extent of their own interests.

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

11. 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.
12. The City and the State will make every effort to assure that this Project, the Marquette Road roadway construction (Pulaski to Cicero), and the Cicero Avenue roadway construction (67th Street to 63rd Street) will be closely coordinated to assure a timely completion. The City will require in this Project contract that the contractor shall start construction of the Project near the intersection of Marquette Road and Kenneth Avenue (at the main interceptor sewer) and proceed with construction west along Marquette Road to Knox Avenue. From Marquette Road and Knox Avenue, the contractor shall concurrently proceed: (a) north along Knox Avenue to 64th Street and then west on 64th Street to LaCrosse Avenue; and (b) west along Marquette Road to Cicero Avenue.
13. The State of will include a special provision in its Cicero Avenue (67th Street to 63rd Street) contract requiring that under the direction of the roadway resident engineer, the State contractor will not remove the temporary pavement and shall not proceed with the construction work at the intersection of Cicero Avenue and 64th Street until the Cicero

Avenue/Marquette Road Combined Sewer (Phase I) construction work has been completed at said intersection. The City will include a special provision in the project contract requiring that under the direction of the resident engineer, if the City contractor has not reached the intersection of Cicero Avenue and 64th Street by September 1, 1983, he will immediately proceed to said intersection and jack the combined sewer under Cicero Avenue.

- 14. That the Project generally consists of the construction of a combined sewer system to serve the Cicero Avenue/Marquette Road service area. The construction will include the installation of approximately 5,489 feet of 84-inch and 30-inch diameter reinforced concrete sewer pipe, including manholes, appurtenances and permanent roadway restoration on Knox Avenue, on 64th Street and on Marquette Road between Kenneth Avenue and Cicero Avenue.
- 15. That no areas outside of the service area of 390 acres shown in Exhibit "A" are to be drained into the system, however, the overflows as originally conceived (63rd Street to Cicero Avenue and 65th Street at Central Avenue) are permissible and part of the original plan. The service area shown in Exhibit "A" may be altered upon approval of the City and the Illinois Department of Transportation.
- 16. That the estimated cost of the project covered and described by this Agreement are as follows:

Contract Construction.....	\$ 3,700,000
Construction Engineering/Supervision.....	\$ 370,000
Force Account Construction.....	\$ 630,000
TOTAL:	<u>\$ 4,700,000</u>

and that based upon the unit prices in the contract as awarded and the method of participation as outlined in Exhibit "B" (attached hereto and made a part hereof), the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$4,700,000).....	\$ 3,995,000
State (IX) - \$ 175,313- Project IX-5000(418)	
City (IX) - \$3,819,687- Project IX-5000(398)	
 Non-Federal Share (15% of \$4,700,000).....	 <u>\$ 705,000</u>
State Share - \$ 59,625	
City Share - \$645,375	
TOTAL:	\$ 4,700,000

and that based upon said participation estimates, the State financial participation shall be limited to a maximum of \$66,558 with any Non-Federal share required in excess of that amount to be provided by the City, or by an Amendment to this Agreement. State IX Federal funds and City IX Federal funds, and the State share and City share shall be billed as shown in Exhibit "B", but prior to close-out of this project, all charges shall be adjusted to reflect actual costs based on the cost allocation method shown in Exhibit A.

- 17. 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 at the date of this Agreement.
- 18. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
- 19. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement 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 16.

20. That 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 July 1, 1985.

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

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

[Signature forms omitted for printing purposes.]

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

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

[Exhibit "A" omitted for printing purposes.]

[Exhibit "B" printed on pages 12914 through 12915 of this Journal.]

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

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):

Chicago Cable Commission.

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,

(Continued on page 12916)

EXHIBIT B
SERVICE AREA COST
DISTRIBUTION

A.) Highway Purposes (HP)

1. AC for Combined sewer area = 390 acres x 0.55 = 214.50
2. AC for Highway service area.
 - in the City of Chicago = 12.68 acres x 0.87 = 11.03
 - outside the City of Chicago = 4.09 acres x 0.90 = 3.68
 - Central Ave. future outside = 9.48 acres x 0.85 = 8.06
3. Estimated cost of combined sewer*

Marquette Rd.-Kenneth to Cicero	\$ 885,000.00
Knox Ave.-Marquette to 64th St.	\$ 1,125,000.00
64th St.-Knox to LaCrosse	\$ 740,000.00
Subtotal	\$ 2,750,000.00
4. Utility Relocation Subtotal \$ 630,000.00
5. Construction Supervision Subtotal \$ 370,000.00
6. Highway Purposes (HP)
Estimated Total Cost (Items 3-5) = \$ 3,750,000.00

*Includes the cost and installation of the combined sewer, bedding, trenching, sheeting and backfilling to grade.

Resp.	Ratio Hwy AC/Total Serv. Area x C	x	Est. Const. Cost. (\$3,750,000.00)	x	Match %	=	Estimated Participation
State	0.051				0.15		\$ 28,687.50
City IX					0.85		\$ 162,562.50
<hr/>							
State *	0.017				0.15		\$ 9,562.50
Sub. IX					0.85		\$ 54,187.50
<hr/>							
State **	0.038				0.15		\$ 21,375.00
Sub. IX					0.85		\$ 121,125.00
HP Subtotal							\$ 397,500.00

* Portion of Cicero Avenue

** Central Avenue

B. Supplemental Funding (SF-Estimated Cost)

1. Combined sewer*

Marquette Road-Kenneth to Cicero -	\$ 885,000.00
Knox Ave.-Marquette to 64th St. -	\$ 1,125,000.00
64th St.-Knox to LaCrosse -	\$ 740,000.00
Subtotal	\$ 2,750,000.00

* Includes the cost and installation of the combined sewer, bedding trenching, sheeting, and backfilling to grade.

2. Street restoration

Marquette Rd.-Kenneth to Cicero	\$ 350,000.00
Knox Ave.-Marquette to 64th Street	\$ 330,000.00
64th Street-Knox to LaCrosse	\$ 270,000.00
Subtotal	\$ 950,000.00

3. Utility relocation Subtotal \$ 630,000.00

4. Construction supervision Subtotal \$ 370,000.00

5. Est. total cost (Item 1-4) = \$ 4,700,000.00

SF = \$ 4,700,000.00-HP

SF = \$ 4,700,000 - \$ 397,500.00 = \$ 4,302,500.00

City IX = \$ 4,302,500.00 x 0.85 = \$ 3,657,125.00

City match (local) = \$ 4,302,500.00 x 0.15 = \$ 645,375.00

SF = \$ 4,302,500.00

C. Estimated Funding Summary

Federal Share

Suburban	\$ 175,312.50
City	\$ 3,819,687.50
State Share	\$ 59,625.00
City Share	\$ 645,375.00

Total Est. Cost \$ 4,700,000.00

(Continued from page 12913)

a lease from the Randolph Wells Building Corporation and Venture 205, an Illinois General Partnership, for approximately 4,914 square feet of office space on the 20th floor at No. 205 W. Randolph Street, for use by the Chicago Cable Commission, such lease to be approved by the Administrator of the Chicago Cable Commission and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease Agreement attached to this ordinance printed on page 12917 of this Journal.]

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

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

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as 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 location.

RIDER "B"

Rental Payment Provision.

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

Five Thousand Nine Hundred Thirty-eight and no/100 (\$5,938.00) Dollars per month for the period beginning October 1, 1982, or date of occupation, whichever occurs later (with rent prorated if occupation commences on any day other than the 1st day of the month) and ending September 30, 1983;

Six Thousand One Hundred Forty-two and 25/100 (\$6,142.25) Dollars per month for the period beginning October 1, 1983 and ending September 30, 1984;

Six Thousand Three Hundred Forty-seven and 25/100 (\$6,347.25) Dollars per month for the period beginning October 1, 1984 and ending September 30, 1985.

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

Rental Rate Adjustment Provisions.

A. Adjustment Annual Rental Rate: The annual rate of rent shall be adjusted for each calendar year following the first full year of the term by adding to the annual rental rate then in effect an amount equal to Lessee's proportionate share of the difference between taxes incurred by Lessor in such calendar year and taxes payable by Lessor in 1983, but no event shall the increase for any calendar year exceed One Dollar (\$1.00) per square foot, plus Lessee's proportionate share of the difference between operating expenses incurred by Lessor in such calendar year and operating expenses payable by Lessor in 1983, but in no event shall the increase for any calendar year exceed fifty (\$.50) or .50 cent per square foot.

B. Payment of Adjusted Rent: As soon as feasible after the end of each calendar year during their term Lessor shall deliver to Lessee a statement prepared by a certified public accountant selected by Lessor showing Lessor's taxes and operative costs during such year and the Lessee's proportionate

(Continued on page 12918)

LEASE-Short Form Lease No. 14031 Form C. O. No. 18 City of Chicago

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

A. D. 19... between Randolph Wells Building Corporation and Venture 205, an Illinois General Partnership, as master lessee... 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 4,914 square feet of office space on the 20th floor of the 205 West Randolph Street Building (a/k/a 130 North Wells Street Building) for the City of Chicago/Chicago Cable Commission.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October or date of occupation whichever occurs later A. D. 1982, and ending on the 30th day of September A. D. 1985. Lessee has the right to terminate this lease upon sixty (60) days prior written notice to lessor at the address cited herein

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Venture 205, 205 West Randolph St., Chicago, IL 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

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

For Responsibilities of Lessor and Lessee

See Rider "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, 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.

(Signature forms omitted for printing purposes)

(Continued from page 12916)

share of the amount by which they respectively exceed Lessor's taxes in the base year. Ninety (90) days upon receipt of above statement, Lessee shall pay to the Lessor additional rent in the amount determined under paragraph A above.

C. Definition of Lessee's 2.47 Proportionate Share: "Lessee's proportionate share" means 4,914 square feet of rentable area in the premises divided by 200,000 square feet of rentable area in the building.

D. Definition of Operating Expenses: "Operating Expenses" means all costs, expenses, and disbursements or every kind and nature which Lessor shall pay or become obligated to pay in connection with the management, operation, maintenance and repair of the property and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, except the following; costs of alterations of the premises of tenants of the building, costs of capital improvements to the building, depreciation charges, real estate brokers' leasing commissions and fees, interest and principal payments on mortgages, ground rental payments, expenditures for which Lessor has been reimbursed (otherwise than through rent escalation or adjustment provisions in leases), expenditures incurred to provide extraordinary services to tenants or the building, all taxes and assessments which are included as taxes under subparagraph (e) below, and any Federal, State or Local franchise, capital stock, inheritance, general income, gift or estate taxes, and expenses attributable to portions of the building rented for non-office use.

E. Definition of Taxes: "Taxes" means general real estate taxes and all special taxes or assessments levied by any governmental entity which Lessor shall pay or become obligated to pay because of or directly or indirectly in connection with ownership, leasing, management, control or operation of the property or of the personal property located therein plus any interest on special assessments which are payable in installments. If Lessor shall receive a refund of any taxes paid by Lessor which were included in the calculation of any adjustment of rent under this lease, then Lessee shall receive an appropriate refund.

F. Reduction of Taxes: Lessor shall use its best efforts to reduce taxes and keep the same as low as possible throughout the term of this lease.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Maintain interior and exterior of the building, including all mechanical components;

Provide and pay for central air-conditioning and heating from 8:00 A.M. to 6:00 P.M., Monday through Friday and from 8:00 A.M. to 1:00 P.M. on Saturday, excluding Sundays and legal holidays;

Provide and pay for operatorless elevator service in common with other tenants at all times;

Provide and pay for the prompt removal of snow and ice from sidewalks which immediately abut said premises;

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

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

Construct at its own expense said premises to City specifications as outlined on the construction plans from Venture 205 dated August 12, 1982, see Attached Exhibit "I";

Comply with all provisions included in workletter of building standards, see attached Exhibit "II";

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 lease thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof;

Provide and pay for 24 hour security service;

Provide and pay for exterminator service whenever necessary;

General Cleaning - Nightly Monday through Friday

1. Sweep all resilient tiles and hard surface floors with anti-bacteria impregnated sweeping cloths;
2. Vacuum clean all carpets and rugs; moving light furniture other than desks and file cabinets, etc;
3. Empty and clean all wastepaper baskets, ashtrays, receptacles, etc., and damp dust as necessary;
4. Remove wastepaper and waste materials to designated area (compactor);
5. Dust all furniture including desks, chairs and tables with specially treated cloths;
6. Dust all exposed filing cabinets, bookcases and shelves with specially treated cloths;
7. Dust and sanitize all telephones;
8. Low dust all horizontal surfaces to hand height, including baseboards, sills, ledges, counters and shelves;
9. Low dust moldings, picture frames and convectors;
10. Clean upper side of all glass furniture tops;
11. Spot clean interior glass in partitions and doors;
12. Damp mop elevator cabs, lobbies and corridors;
13. All lights shall be turned off after work is completed and floors left in a neat and orderly condition;
14. Sweep all stairwells; mop as necessary;
15. Wipe clean all metal door knobs, kick plates; and director signs.

Lavatories - Nightly Monday through Friday

1. Sweep and mop all ceramic tile floors with a germicidal solution;
2. Wash all basins, bowls and urinals using a germicidal solution;
3. Wash both sides of all toilet seats with a germicidal solution;
4. Wash and polish all mirrors, powder shelves, bright work, including flushometers, piping and toilet seat hinges;
5. Dust all partitions, tile walls and dispensers, and remove fingermarks or smudges;

6. Empty and clean paper towels and sanitary disposal receptacles;
7. Wash receptacles with a germicidal solution;
8. Fill toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers. Materials to be furnished by Lessor.

Weekly.

1. Spot clean carpets;
2. Remove fingerprints from doors, door knobs, frames, handles and railings, light switches and push plates;
3. Dust all door louvers and other ventilating louvers within reach;
4. High dust all lavatory surfaces once a week.

Monthly.

1. Do all high dusting, which includes all vertical surfaces, such as walls, partitions, drapes, venetian blinds and other surfaces not reached in nightly cleanings;
2. Vacuum all grille and duct work;
3. Machine scrub all ceramic tile floors in lavatories;
4. In all lavatories, wash partitions, tile walls and enamel surfaces with a proper disinfectant;
5. Clean all interior glass in partitions and doors.

Every Three (3) Months.

1. All resilient tile throughout the building, except where scheduled otherwise, shall be scrubbed and refinished, using a neutral, low alkaline washing solution and a synthetic slip resistant resin floor finish. All areas shall be buffed after they are refinished. A U/L approved slip resistant synthetic resin floor finish shall be used in all waxing operations. Also an approved low alkaline, non-injurious detergent shall be used for all floor washing operations;
2. All baseboards are to be wiped clean after each refinishing of floors;
3. Special care is to be taken to assure that chrome on legs of metal furniture is wiped clean after each refinishing of floors;
4. Use "pile lifter" on all carpeting;
5. Vacuum upholstered furniture, drapes, etc.;
6. Dust all lighting fixtures.

Lessee Under This Lease Shall:

Pay electricity for all normal office uses (excluding electricity for heating and central air conditioning) within demised premises as separately metered and billed;

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional Terms and Conditions:

In the event of 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 fails 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 and deduct the cost and expense thereof from rental herein due under this Lease or immediately terminate this Lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Department of Human Services.

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 lease from South Chicago Savings and Loan as Trustee U/T No. 11-1937, for approximately 14,000 square feet on the first and second floors also the basement at Nos. 9231-9233 S. Houston Avenue, to be used as a Community Service Center for the Department of Human Services, and to be approved by the Commissioner of the Department of Human Services; 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 page 12922 of this Journal]

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

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

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send 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, No. 205 W. Randolph Street, 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"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the premises under this lease;

(Continued on page 12923)

LEASE--Short Form

Lease No. 192

Form C O No. 1B

City of Chicago

This Agreement, Made this..... day of.....
 A. D. 1981, between..... South Chicago Savings and Loan, as Trustee under Trust # 11-1937
 Dated April 20, 1979....., 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 14,000 Square Feet of Office
Space Located at 9231-33 South Houston Avenue for a Community Service Center,
Department of Human Services

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November
 A. D. 19 80 and ending on the 31st day of May..... A. D. 1981. 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
Julius Schlan, 9235 S. Houston Ave., Chgo., Ill...... 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.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of.....
Three Thousand One Hundred Fourty-two and 86/100..... (\$ 3142.86.....) 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 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 "B"

Attached Hereto and Made a Part Hereof

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

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

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem 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.

[Signature forms omitted for printing purposes]

(Continued from page 12921)

- Provide and pay for heat and maintain heating plant in good operable condition;
- Provide and pay for hot and domestic water and maintain plumbing in good operable condition;
- Provide and pay weekly scavenger service;
- Provide and pay for air-conditioning and maintain same in good operable condition;
- Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies;
- Provide and pay for exterminator service on a monthly basis, or as needed;
- Maintain interior and exterior of building, including all mechanical components;
- Provide and pay for fire and general liability insurance for said premises in an amount not less than \$500,000 with the Lessee to receive a copy of the insurance policy for said coverage prior to lease execution.

Lessee under this lease shall:

- Provide and pay for electricity as metered on said premises;
- Have the right to terminate lease upon thirty (30) days prior written notice;
- Provide and pay for custodial service on said premises.

**Lease Agreement Authorized Between City and Ronald Durso for Service
Station Facility at the Chicago Skyway Toll Plaza.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Ronald Durso, for the service station facility located at the Chicago Skyway Toll Plaza, such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

This Agreement made this _____ day of _____, A.D. 19____, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Lessor" and Ronald Durso d/b/a Skyway Standard Service, hereinafter called "Lessee";

WITNESSETH:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee for use only by Lessee, the privileges hereinafter described on premises as shown in red in the attached Exhibit "A", which is a Plat of Survey of a portion of the Chicago Skyway Toll Bridge, dated June 16, 1966; hereinafter called "demised premises" in the City of Chicago, County of Cook, State of Illinois.

This Agreement, which is also referred to herein as "lease" shall consist of three parts:

- Part I General Conditions
 numbered I to XVII
- Part II Special Conditions
 numbered 1 to 10
- Part III Exhibit A

all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I - General Conditions

Article I

This agreement shall be subject and subordinate to existing or future lease or agreement between Lessor and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Chicago Skyway Toll Bridge, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Chicago Skyway Toll Bridge; and is made expressly pursuant and subject to the provisions of an ordinance passed by the City Council of the City of Chicago, June 16, 1955, Pages 471 to 489, of the Journal of Proceedings of the City Council.

Article II

The Lessee shall not assign or transfer this agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein, without prior written approval of Lessor, Lessee further agrees it shall not enter into any agreement of any nature, formal or informal, concerning other business activities with any individual, partnership or corporation without prior written approval of Lessor, it being understood that the only activity the Lessee may conduct directly or indirectly along or through others, on, upon or from said demised premises is as authorized under the terms of this agreement. Lessee shall have the right to sublet the demised premises only upon first obtaining the written consent of the Lessor.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of Public Works, (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith, the Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor, and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and in good repair and shall yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear expected, and if said premises shall not be so kept by Lessee, Lessor may enter the premises (without such entering causing or constituting a termination of the privilege or interference with the possession of said premises by Lessee) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Lessee and Lessee agrees to pay Lessor, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI

Lessee covenants and agrees to keep said premises and improvements situated thereon free and clear of any and all liens in any way arising out of the use thereof by Lessee.

In addition to the rent and charges hereinafter outlined Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by any law or ordinance of the City of Chicago, County of Cook, State of Illinois or United States Government.

The Lessee shall assume all rights incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on said demised premises and which arise from the use thereof by Lessee and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising from directly or indirectly out of the operation of such business or resulting from carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee resulting from Lessor's acts, omission or neglect in the maintenance and operation of the Chicago Skyway Toll Bridge.

Article VII

Lessee, at the expense of Lessee, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to Public Liability, Products Liability, Property Damages, Fire and Extended Coverage, Workman's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name the Lessor as co-insured thereunder.

Upon approval of the Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller. In any event, Lessee 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 Lessee is in full force and effect.

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

Article VIII

In the event the premises of the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available and to the extent that such funds are available from proceeds from insurance as provided in Article VII.

In the event the insurance proceeds received in connection with any such loss are inadequate to permit Lessor to repair or rebuild, Lessee shall have the right to (i) contribute to Lessor the amount of such deficiency; (ii) continue this agreement despite such damage or destruction; or (iii) terminate this agreement upon giving written notice of its intention to do so to Lessor.

In the event of any damage or destruction by fire or other casualty to the premises, Lessee shall immediately, at its expense, replace and repair any and all fixtures, equipment and other property, installed by it pursuant to this agreement.

Article IX

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sub-lessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Chicago Skyway Toll Bridge and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services commensurate with the standards provided for in this agreement. In addition, all operational costs associated with this lease shall be paid by the Lessee.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises or on the Chicago Skyway Toll Bridge who shall be objectionable to the Commissioner and if such persons shall be employed by Lessee, he, she, or they, shall be removed upon request of said Commissioner.

Article X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Lessee or anyone acting for Lessee without Lessor's consent as signified in writing by the Commissioner.

Article XI

If Lessee shall vacate or abandon the premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, with or without any notice of demand whatsoever, and the mere retention of the possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Lessee's right of possession, as aforesaid, whether this agreement be terminated or not, Lessee agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Lessee, or any other person as may reasonably be necessary and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, not a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Lessee.

Lessee hereby waives all notice of any election made by Lessor under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach thereof by Lessee, or the giving or making of any notice or demand whether according to any statutory provision or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, of any installment thereof, as herein provided, Lessee does hereby irrevocably constitute any attorney of any court of Record in this State, attorney for it and in its name, from time to time, to waive trial by jury, to confess judgment in favor of the Lessor and against Lessee for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewal and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ or error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof. Lessor shall have a first lien on Lessee's interest hereunder, and on Lessee's property now or hereafter located on said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of the premises and property and relet the premises under order of the court.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date herein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of the agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, the City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago Skyway Toll Bridge, now in effect or hereafter promulgated.

Article XIII

Lessee, upon performing the covenants, conditions and agreements, herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV

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

Article XV

Notice to the Lessor provided for herein may be sent by United States certified or registered mail, postage prepaid, addressed to the Commissioner of Public Works, City Hall, Room 406, 121 North LaSalle Street, Chicago, Illinois 60602, and notice to the Lessee provided for herein may be sent by United States registered or certified mail, postage prepaid, addressed to _____, 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 XVI

Lessee in performing under this lease, shall not discriminate against any workers, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and the 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3CFR, 1964065 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3CFR, 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. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881-887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Page 3877 of the Journal of the Proceedings.

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

Article XVII

Execution of this Agreement authorized by ordinance of the City of Chicago passed _____

Part II - Special Conditions

1. Term

In consideration of the covenants and agreements of the Lessee as set forth in this Agreement, Lessor does hereby lease the service station area as drawn on Exhibit "A" for a term of five (5) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December 1986.

Lessee shall have the option of extending this lease upon the expiration of the demised term for an additional five (5) years upon the same terms and conditions, except that the rental rate shall be adjusted to reflect the fair rental value for the option period. Said rental rate shall be determined by a third party mutually satisfactory to Lessor and Lessee or, in the event Lessor and Lessee cannot agree upon such third party within sixty (60) days after the Lessee indicates to the Lessor its desire to exercise the renewal option, by such party as may be designated by the Chicago Real Estate Board.

In order to exercise said extension option, Lessee shall give to Lessor a written notice of its intention so to do at least one hundred eighty (180) days prior to the expiration of the initial five (5) year period on December 31, 1986, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised without necessity of the execution of a separate renewal lease.

2. Uses

Lessor agrees that Lessee shall have the privilege of using said demised premises, for the purpose of operating thereon a gasoline service station, and maintaining the buildings, driveways, and other improvements as shown on Exhibit "B" attached hereto. And if any such use shall be forbidden, interfered with, limited, or prevented by legislation or regulation of Federal, State or local government, or any agency thereof, by requests of any governmental authority by war conditions or by any contingency beyond the control of Lessee, its assignee or sublessee, or if any reason of any similar restriction, limitation, interference or prohibition, Lessee, shall be unable to obtain adequate supplies of petroleum products essential to the profitable use of said demised premises for the purposes stated, or, if because of any request or order of any governmental authority, the sale of gasoline at said demised premises is substantially curtailed, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days prior written notice of its intention to do so.

It is the express intent and purpose of this agreement that Lessee shall sell gasoline, diesel fuel, motor oil and automotive related products, accessories and service upon the demised premises and no other products or services without express written approval of the Commissioner.

3. Rental

In consideration of said lease, Lessee agrees to pay Lessor for each calendar month and partial calendar month of the Lease term as rental for said demised premises a sum equal to three and one-half cents (\$.035) per gallon of gasoline sold in, upon or from the demised premises by Lessee. In addition, the Lessee also agrees to pay Lessor for each calendar month and partial calendar month of the lease term as rental for said demised premises a sum equal to ten percent (10%) of the gross sales (as defined below) on the sale of all motor oil and automobile related products, services and accessories sold in, upon or from the demised premises by the Lessee. The rental for each such month of the lease term shall be payable within fifteen (15) days after the end of such month, and neither the termination nor the assignment of this agreement, prior to the date when such rental falls due shall release Lessee from payment of rental on the amount of sales made by Lessee in, upon or from the premises.

Lessee agrees to keep separate and accurate records of the gross sales covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records at any and all reasonable times. Lessor shall be given the privilege of examining any books and records, invoices, bank records and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross sales made in, upon or from the premises.

Lessor agrees to deliver to Lessor, within fifteen (15) days after the end of each calendar month or partial calendar month of the term of this agreement, a correct statement of all gross sales made in, upon or from the premises during the preceding month. In addition to such monthly statements Lessee shall, within sixty (60) days after the end of each twelve month period, commencing sixty (60) days after the end of the twelfth (12th) full calendar month of the lease term, and also within sixty (60) days after the end of the term (whether the same shall be terminated by lapse of time or otherwise), render to Lessor a statement prepared by an independent certified accountant, showing the gross sales of Lessee during the preceding twelve (12) month period or portion thereof, as the case may be.

The term "gross sales" employed herein shall be deemed to include the sales price of all merchandise of every sort whatever sold and charged for all services performed for which charge is made by Lessee or by any other person, persons or corporation selling merchandise or performing services of any sort in, upon or from any part of the premises, and shall include merchandise sold or services performed for cash or for credit or for any other consideration by Lessee, its servants and agents, and by any other person or persons permitted on the premises by Lessee, but shall specifically exclude (1) federal, state or municipal excise, occupational or sales taxes collected by Lessee or its assignees and concessionaires, or such other parties, directly from patrons or as a part of the price of any goods, wares, merchandise, services or displays; (2) the proceeds of sale of scrap materials such as grease and waste paper, resulting from the operation of the business conducted on the premises; (3) trade-in value of any trade fixtures sold by Lessee from the premises; (4) amounts received by Lessee from any concessionaires as consideration for such concession; (5) all sales made by Lessee to its employees at discount from the regular price to customers of Lessee; (6) the mere exchange or transfer of merchandise, supplies or other operations of Lessee, where such exchange or transfer of merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of depriving Lessor of the benefit of a sale which otherwise would be made at, in, from or upon the premises, nor shall said term include the amount of returns to shippers, suppliers or manufacturers, or the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser to and accepted by Lessee.

4. Maintenance of Premises

Lessee shall, at its own expense, maintain all improvements on the demised premises associated with the business to be conducted by the Lessee thereon. Said maintenance shall be consistent with the provisions of Part I, Article XII of this lease agreement.

5. Right to Remove Lessee's Equipment

Lessee is expressly given the right during the term of this lease or any renewals or extensions thereof, and for a period thirty (30) days after the termination of this lease, or any renewals or extensions thereof, by lapse of time or otherwise, to enter upon and remove from said premises improvements or equipment heretofore or hereafter purchased or placed by it or them upon the demised premises but not be obliged to do so, said improvements and equipment shall consist of all gasoline pumps and meters, lighting, light and advertising sign standards, all advertising, signs and letters identifying Lessee or its products, the building to be installed upon the demised premises for use by attendants and all other similar improvements and equipment, not permanently affixed to the real estate.

6. Taxes and Assessments

It is further mutually agreed that Lessee shall pay all general property and leasehold taxes and assessments that may be levied against the leasehold interest and the building and equipment belonging to Lessee thereon located upon the demised premises.

7. Permits and Licenses

In case Lessee shall be unable to obtain from municipal or other public authorities, any permit or license necessary for the operation of a gasoline service station upon said demised premises, or in case any such permit or license, if obtained, be afterward revoked without fault of Lessee, or if the use of said premises be restrained or enjoined, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days prior written notice of its intention so to do.

8. First Refusal Rights of Lessee

It is agreed that should Lessor, or Lessor's successors or assigns, at any time during the term of this lease or any extension thereof, receive an offer for similar use of said Chicago Skyway Toll Bridge or any part thereof, and desires to accept said offer, or should Lessor during any such time make such an offer, Lessor shall give Lessee ninety (90) days notice in writing of such offer, and all terms and conditions thereof and Lessee shall have the first option to accept the same by giving written notice to Lessor of its intention to so do within said ninety (90) day period on the same terms of any such offer, it being understood that in the event Lessee does not give notice of its intention to exercise said option within said period, Lessee shall have, upon the same conditions and notice, the continuing first option to accept any subsequent offers, upon the terms of any such subsequent offer or offers.

9. Relocation of Facilities

In the event it shall become necessary for Lessor to request a change in the location of the demised premises by reason of structural or operational changes in the Chicago Skyway Toll Bridge facilities, Lessor agrees to offer to substitute another suitable and comparable location on said facilities in lieu of the premises demised hereunder. Within sixty (60) days after the receipt of any such offer, Lessee shall have the election to either (i) accept such offer, or (ii) terminate this lease. In the event such offer is accepted, Lessee shall, at its sole cost and expense, and with all due diligence, relocate and construct, at such substitute location, facilities comparable to those initially constructed by it hereunder, it being agreed that all of the terms and provisions of this lease relating to the premises demised hereunder shall be equally applicable to the premises substituted in lieu thereof.

10. Hours and Prices

The Lessee's business upon the demised premises shall be operated during such hours as experience shows to be reasonably warranted by the demand for its merchandise and services, and the prices charged by it shall be comparable to those charged in similar facilities.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. This ordinance is in force from and after the date of its passage.

[Exhibits "A" and "B" attached to this ordinance printed on pages 12932 to 12934 of this Journal.]

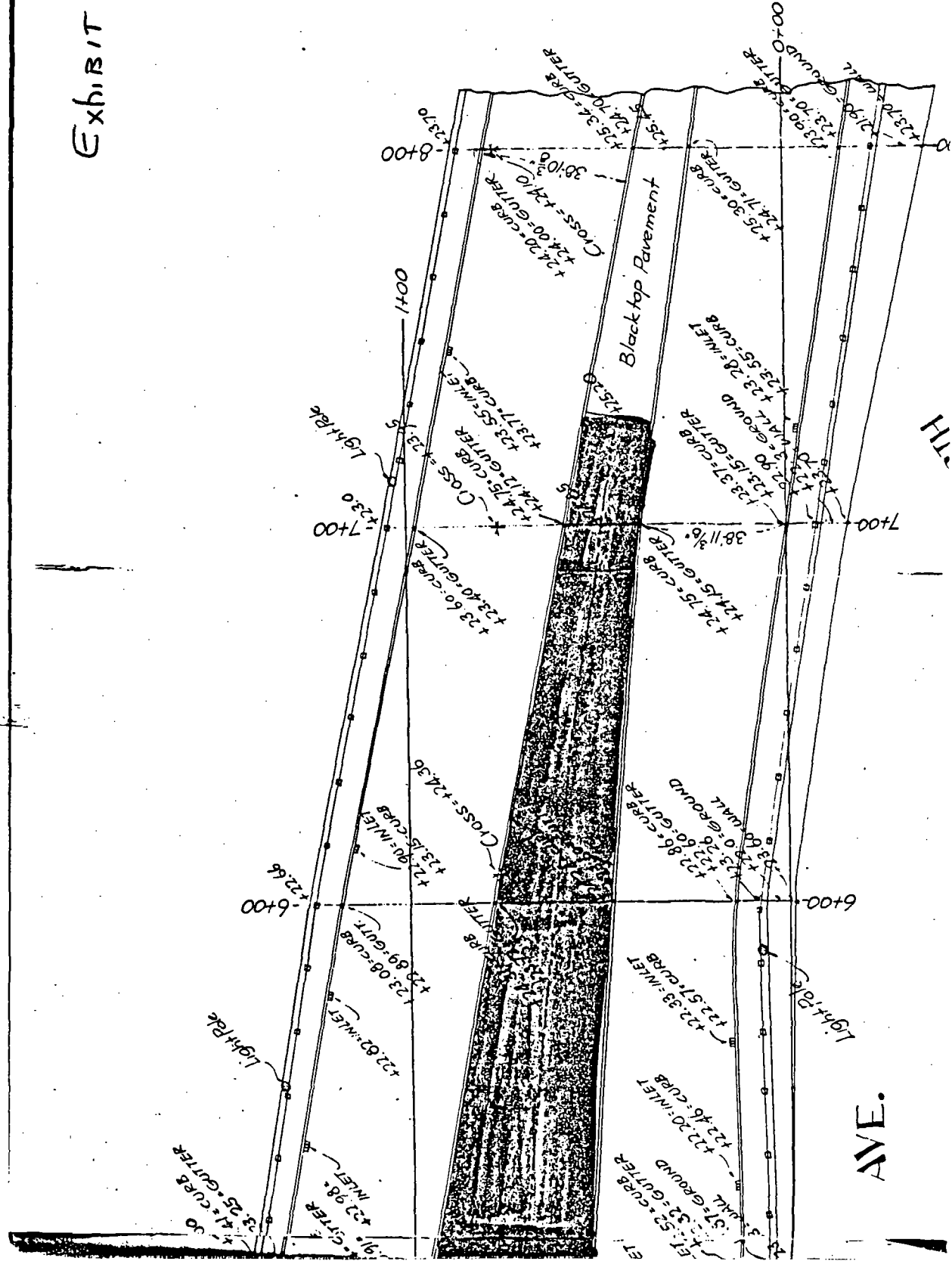
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

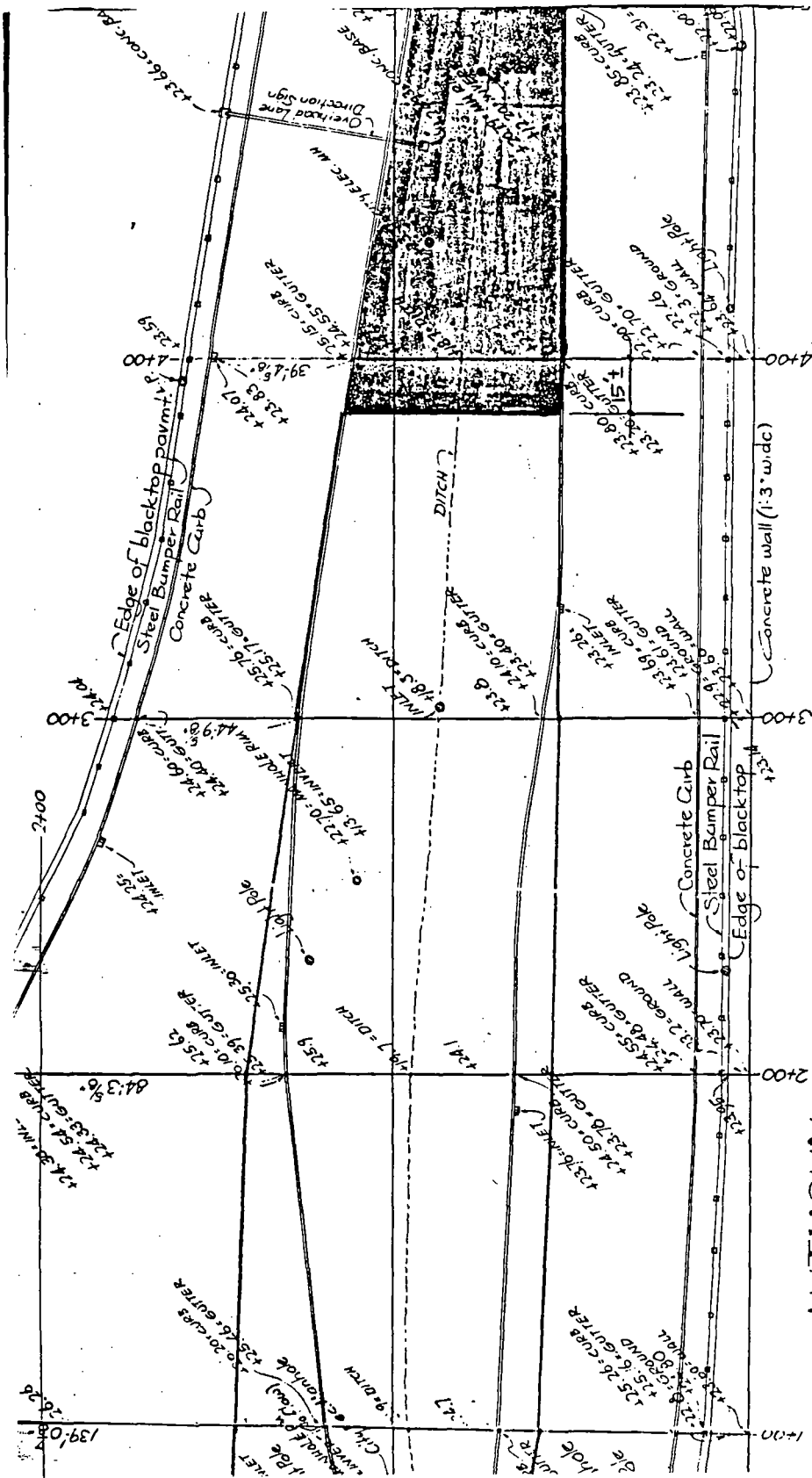
Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

EXHIBIT "A"





ANTHONY

Lease Agreement Authorized between City and V and E Enterprises for Restaurant Facility located at Chicago Skyway Toll Plaza.

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to V and E Enterprises, for the restaurant facility located at the Chicago Skyway Toll Plaza, such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

This Agreement made this ____ day of _____, A.D. 19 __, between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter called "Lessor" and V and E Enterprises, hereinafter called "Lessee";

WITNESSETH:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee for use only by Lessee, the privileges hereinafter described on premises as shown in yellow in the attached Exhibit "A", which is a Plat of Survey of a portion of the Chicago Skyway Toll Bridge, dated June 16, 1966; hereinafter called "demised premises" in the City of Chicago, County of Cook, State of Illinois.

This Agreement, which is also referred to herein as "lease" shall consist of three parts:

- Part I General Conditions
 numbered I to XVII
- Part II Special Conditions
 numbered 1 to 12
- Part III Exhibit A

all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I - General Conditions

Article I

This agreement shall be subject and subordinate to existing or future lease or agreement between Lessor and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Chicago Skyway Toll Bridge, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Chicago Skyway Toll Bridge; and is made expressly pursuant and subject to the provisions of an ordinance passed by the City Council of the City of Chicago, June 16, 1955, Pages 471 to 489, of the Journal of Proceedings of the City Council.

Article II

That Lessee shall not assign or transfer this agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein, without prior written approval of Lessor, Lessee further agrees it shall not enter into any agreement of any nature, formal or informal,

concerning other business activities with any individual, partnership or corporation without prior written approval of Lessor, it being understood that the only activity the Lessee may conduct directly or indirectly along or through others, on, upon or from said demised premises is as authorized under the terms of this agreement. Lessee shall have the right to sublet the demised premises only upon first obtaining the written consent of the Lessor.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and slightly condition and in good repair.

Article IV

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of Public Works, (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aeriels, antennae, improvements or fixtures. In connection therewith, the Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor, and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V

Lessee, at its own expense, shall keep the premises in a safe, sanitary and slightly condition and in good repair and shall yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Lessee, Lessor may enter the premises (without such entering causing or constituting a termination of the privilege or interference with the possession of said premises by Lessee) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Lessee and Lessee agrees to pay Lessor, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI

Lessee covenants and agrees to keep said premises and improvements situated thereon free and clear of any and all liens in any way arising out of the use thereof by Lessee.

In addition to the rent and charges hereinafter outlined Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by any law or ordinance of the City of Chicago, County of Cook, State of Illinois or United States Government.

The Lessee shall assume all rights incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on said demised premises and which arise from the use thereof by Lessee and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising from directly or indirectly out of the operation of such business or resulting from carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee resulting from Lessor's acts, omission or neglect in the maintenance and operation of the Chicago Skyway Toll Bridge.

Article VII

Lessee, at the expense of Lessee, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to Public Liability, Products Liability, Property Damages, Fire and Extended Coverage, Workman's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name the Lessor as co-insured thereunder.

Upon approval of the Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller. In any event, Lessee 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 Lessee is in full force and effect.

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

Article VIII

In the event the premises of the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available and to the extent that such funds are available from proceeds from insurance as provided in Article VII.

In the event the insurance proceeds received in connection with any such loss are inadequate to permit Lessor to repair or rebuild, Lessee shall have the right to (i) contribute to Lessor the amount of such deficiency; (ii) continue this agreement despite such damage or destruction; or (iii) terminate this agreement upon giving written notice of its intention to do so to Lessor.

In the event of any damage or destruction by fire or other casualty to the premises, Lessee shall immediately, at its expense, replace and repair any and all fixtures, equipment and other property, installed by it pursuant to this agreement.

Article IX

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sub-lessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Chicago Skyway Toll Bridge and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services commensurate with the standards provided for in this agreement. In addition, all operational costs associated with this lease shall be paid by the Lessee.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises or on the Chicago Skyway Toll Bridge who shall be objectionable to the Commissioner and if such persons shall be employed by Lessee, he, she, or they, shall be removed upon request of said Commissioner.

Article X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Lessee or anyone acting for Lessee without Lessor's consent as signified in writing by the Commissioner.

Article XI

If Lessee shall vacate or abandon the premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, with or without any notice of demand whatsoever, and the mere retention of the possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Lessee's right of possession, as aforesaid, whether this agreement be terminated or not, Lessee agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Lessee, or any other person as may reasonably be necessary and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, not a waiver or any covenant, agreement or promise in said agreement contained, to be performed by Lessee.

Lessee hereby waives all notice of any election made by Lessor under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required, by any statute of this State relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach thereof by Lessee, or the giving or making of any notice or demand whether according to any statutory provision or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, of any installment thereof, as herein provided, Lessee does hereby irrevocably constitute any attorney of any court of Record in this State, attorney for it and in its name, from time to time, to waive trial by jury, to confess judgment in favor of the Lessor and against Lessee for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewal and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ or error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof. Lessor shall have a first lien on Lessee's interest hereunder, and on Lessee's property now or hereafter located on said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of the court.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date herein named, the institution of any action of forcible detainer or ejection, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of the agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, the City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago Skyway Toll Bridge, now in effect or hereafter promulgated.

Article XIII

Lessee, upon performing the covenants, conditions and agreements, herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV

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

Article XV

Notice to the Lessor provided for herein may be sent by United States certified or registered mail, postage prepaid, addressed to the Commissioner of Public Works, City Hall, Room 406, 121 North LaSalle Street, Chicago, Illinois 60602, and notice to the Lessee provided for herein may be sent by United States registered or certified mail, postage prepaid, addressed to _____, 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 XVI

Lessee in performing under this lease, shall not discriminate against any workers, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and the 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3CFR, 1964065 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3CFR, 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. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Page 3877 of the Journal of the Proceedings.

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

Article XVII

Execution of this Agreement authorized by ordinance of the City of Chicago passed

Part II - Special Conditions

1. Term

In consideration of the covenants and agreements of the Lessee as set forth in this agreement, Lessor does hereby lease the area shown in yellow on Exhibit "A" for a term of five (5) years, commencing on 1st day of January, 1982, and ending on the 31st day of December, 1986.

Lessee shall have the option of extending this lease upon the expiration of the demised term for an additional five (5) years upon the same terms and conditions, except that the rental rate shall be adjusted to reflect the fair market rental value for the option period. Said rental rate shall be determined by a third party mutually satisfactory to Lessor and Lessee or, in the event Lessor and Lessee cannot agree upon such a third party within sixty (60) days after the Lessee indicates to the Lessor its desire to exercise the renewal option, by such party as may be designated by the Chicago Real Estate Board.

In order to exercise said extension option, Lessee shall give to Lessor a written notice of its intention so to do at least one hundred eighty (180) days prior to the expiration of the initial five (5) year period on December 31, 1986, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised without necessity of the execution of a separate renewal lease.

2. Uses

Lessor agrees that Lessee shall have the privilege of using said demised premises for the purpose of operating thereon a food service facility for the sale of food, non-alcoholic beverages, traveler's items, candy, tobacco and such other retail items as are customarily sold in similar restaurant businesses. No other products or service shall be sold on said demised premises without the prior express written approval of the Commissioner. If any such use shall be forbidden, interfered with, limited, or prevented by legislation or regulation of any Federal, State or local government, or any agency thereof, by requests of any governmental authority by war conditions, or by a contingency beyond the control of the Lessee or its assignees, or if by reason of any similar restriction, limitation, interference or prohibition, Lessee shall be unable to obtain adequate supplies essential to the profitable use of the demised premises for the purposes stated, or, if because of any request or order of any governmental authority, such use of the demised premises is substantially curtailed, then and in such event, or any thereof, Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days prior written notice of its intention so to do.

3. Rental

In consideration of said lease, and the covenants and agreements contained therein, Lessee agrees to pay to Lessor at the Office of the City Comptroller, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, the sum of Twenty Thousand Dollars (\$20,000) per annum, in equal monthly installments, each in the amount of One Thousand Six Hundred Sixty-six and 67/100 Dollars (\$1,666.67) in advance on the first day of each calendar month during the term of this lease. In addition to the rental hereinabove reserved, Lessee agrees to pay as additional rental, the amounts provided for herein designated as "overage rent" namely: If the gross sales as below defined, derived from the operation of the premises, exceed the sum of Two Hundred Thousand Dollars (\$200,000) in any yearly period, Lessee shall pay Lessor an overage rent for such yearly period the sum equal to ten percent (10%) of such excess. Payment of such additional rent shall be made by Lessee to Lessor within sixty (60) days after the end of each lease year. Any payment of such additional rent due for less than a year shall be prorated according to the actual period of time covered thereby.

The term "gross sales" employed herein shall be deemed to include the sale price of all merchandise of every sort whatever sold and charged for all services performed for which charge is made by Lessee or by any other person, persons or corporation selling merchandise or performing services of any sort in, upon or from any part of the premises, and shall include merchandise sold or services performed for cash or for credit or for any other consideration by Lessee, its servants and agents, and by any other person or persons permitted on the premises by Lessee, but shall specifically exclude (1) federal, state or municipal excise, occupational or sales taxes collected by Lessee or its assignees and concessionaires, or such other parties, directly from patrons or as a part of the price of any goods, wares, merchandise, services or displays; (2) the proceeds of sale of scrap materials such as grease and waste paper, resulting from the operation of the business conducted on the premises; (3) trade-in value of any trade fixtures sold by Lessee from the premises; (4) amounts received by Lessee from any concessionaires as consideration for such concession; (5) all sales made by Lessee to its employees at discount from the regular price to customers of Lessee; (6) sales of postage stamps; (7) the mere exchange or transfer of merchandise, supplies, or equipment between the restaurants or other operations of Lessee, where such exchange or transfer of merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of depriving Lessor of the benefit of a sale which otherwise would be made at, in, from or upon the premises, nor shall said term include the amount of returns to shippers, suppliers or manufacturers, or the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser to and accepted by Lessee, nor shall said term include cost of free meals to employees of Lessee or other persons for public relations reasons.

Lessee agrees to keep separate and accurate records of the gross sales covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records at any and all reasonable times. Lessor shall be given the privilege of examining any books and records, invoices, bank records and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross sales made in, upon or from the premises.

Lessee agrees to prepare and maintain monthly statements of all gross sales made in, upon or from the premises during the term of this lease. In addition to such monthly statements Lessee shall, within (60) days after the end of the twelfth (12th) full calendar month of the lease term, and also within sixty (60) days after the term (whether the same shall be terminated by lapse of time or otherwise), render to Lessor a statement prepared by an independent certified accountant, showing the gross sales of Lessee during the preceding twelve month period or portion thereof, as the case may be.

4. Maintenance of Premises

Lessee shall, at its own expense, maintain all improvements on the demised premises associated with the business to be conducted by the Lessee thereon. Said maintenance shall be consistent with the provisions of Part I, Article XII of this lease agreement.

5. Right to Remove Property

Lessee is expressly given the right during the term of this lease and any renewal or extension thereof, and for a period of thirty (30) days after the termination of this lease, or any renewal or extension thereof, by lapse of time otherwise, to enter upon and remove from the demised premises any improvements and/or equipment placed by it upon the demised premises other than the building, but shall not be obliged to do so. Said improvements and equipment shall consist of all trade fixtures, restaurants equipment, utensils, lighting, light and advertising sign standards, all advertising, signs and letters identifying Lessee or its business, and all other similar improvements and equipment not permanently affixed to the real estate.

6. Taxes and Assessments

Lessee shall pay all real estate taxes and assessments that may be levied against the fee or lease hold interests in the demised premises and the building and equipment belonging to Lessee thereon applicable to the lease term.

7. Permits and Licenses

In the event Lessee shall be unable to obtain from municipal or other public authorities any permit or license necessary for the maintenance and operation of its restaurant facilities upon the demised premises, or in the event any such permit or license, if obtained, be afterward revoked without fault of Lessee, or if the use of said premises be restrained or enjoined, then and in such event, or any thereof, Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days prior written notice of its intention so to do.

8. Storage Room

Lessor hereby grants to Lessee the right, in common with Lessor, to use the storage room, containing approximately 200 square feet, which is located in the adjoining garage owned by the Lessor.

9. Termination of Lease Adjoining Premises

In the event the agreement of even date herewith between Lessor and _____ relating to the premises shown in red on Exhibit "A" shall be terminated for any reason during the initial term of this lease or any renewal or extension thereof, Lessee shall have the right at its election, to terminate this lease at any time thereafter by giving ten (10) days written notice of its election so to do to Lessor.

10. Hours and Prices

The Lessee's business upon the demised premises shall be operated during such hours as experience shows to be reasonably warranted by the demand for its merchandise and services, and the prices charged by it shall be comparable to those charged in similar facilities.

11. First Refusal Rights

It is agreed that should Lessor, or any successor or assign, at any time during the term of this lease or any extension thereof, receive an offer relating to a similar use of any part of the Chicago Skyway Toll Bridge, and desire to accept said offer, or should Lessor during any such time make such an offer, Lessor shall give Lessee ninety (90) days notice in writing of such offer, and all of the terms and conditions thereof, and Lessee shall have the first option to lease the same upon the same terms and conditions by giving written notice to Lessor of its intention to do so within said ninety (90) day period, it being understood that Lessee shall have, upon the same conditions and notice, that continuing first option to lease any part of the Chicago Skyway Toll Bridge for a similar use affected by any subsequent offer, upon the terms of any such subsequent offer, including any subsequent offer relating to any portion of the Chicago Skyway Toll Bridge affected by any previous offer which was not accepted.

12. Relocation of Facilities

In the event it shall become necessary for Lessor to request a change in the location of the demised premises by reason of structural or operational changes in the Chicago Skyway Toll Bridge facilities, Lessor agrees to offer to substitute another suitable and comparable location on said facilities in lieu of the premises demised hereunder. Within sixty (60) days after the receipt of any such offer, Lessee shall have the election to either (i) accept such offer, or (ii) terminate this lease. In the event such offer is accepted, Lessee shall at its sole cost and expense, and with all due diligence, relocate and construct, at such substitute location, facilities comparable to those initially constructed hereunder, it being agreed that all of the terms and provisions of this lease relating to the premises demised hereunder shall be equally applicable to the premises substituted in lieu thereof.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. This ordinance is in force from and after the date of its passage.

[Exhibits "A" and "B" attached to this ordinance printed on page 12944 through 12946 of this Journal.]

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Amendatory Ordinance Authorizing Concession Agreement Between City and Smarte-Carte, Inc. for Office Space at Chicago-O'Hare International Airport.

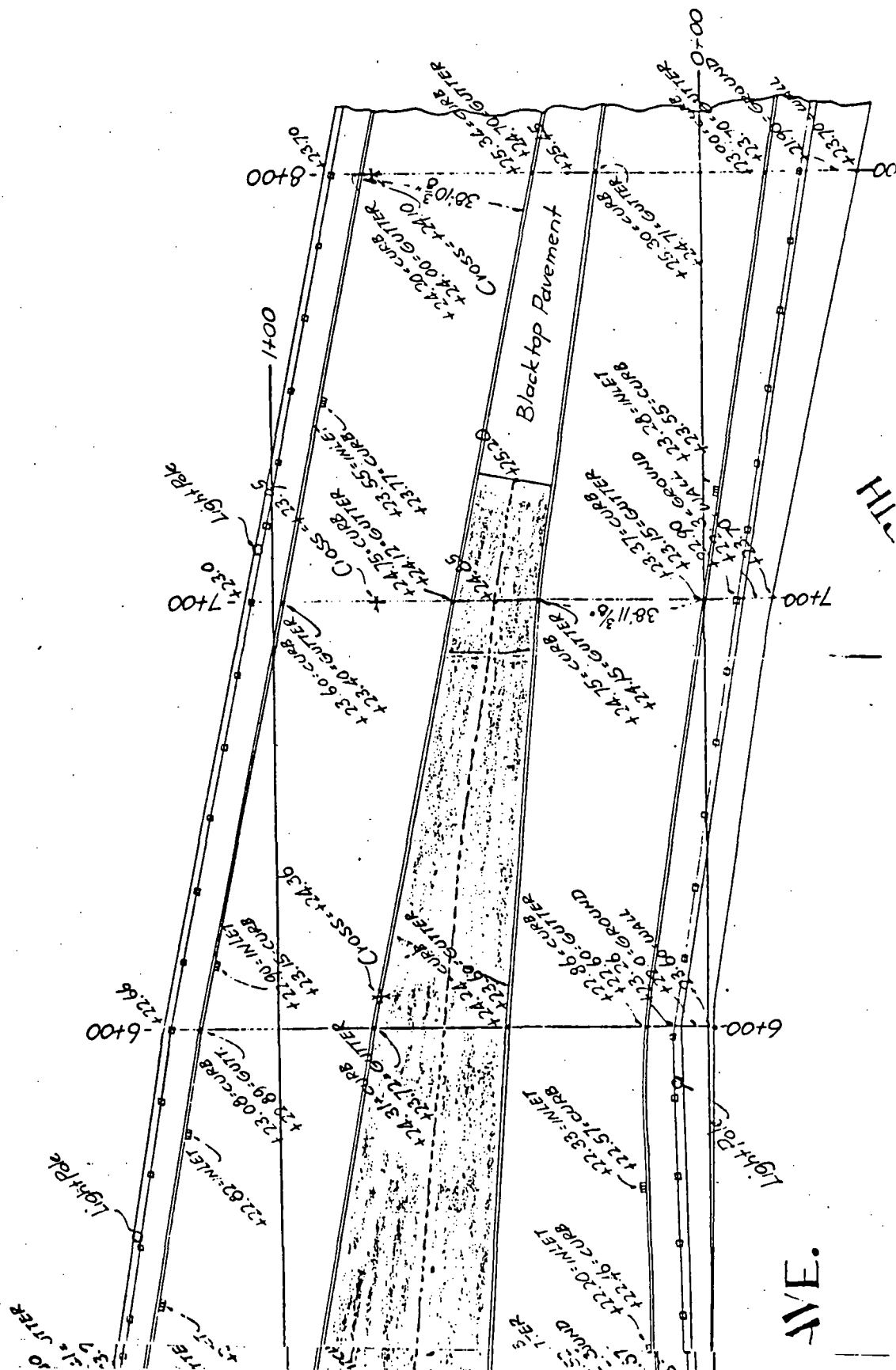
The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

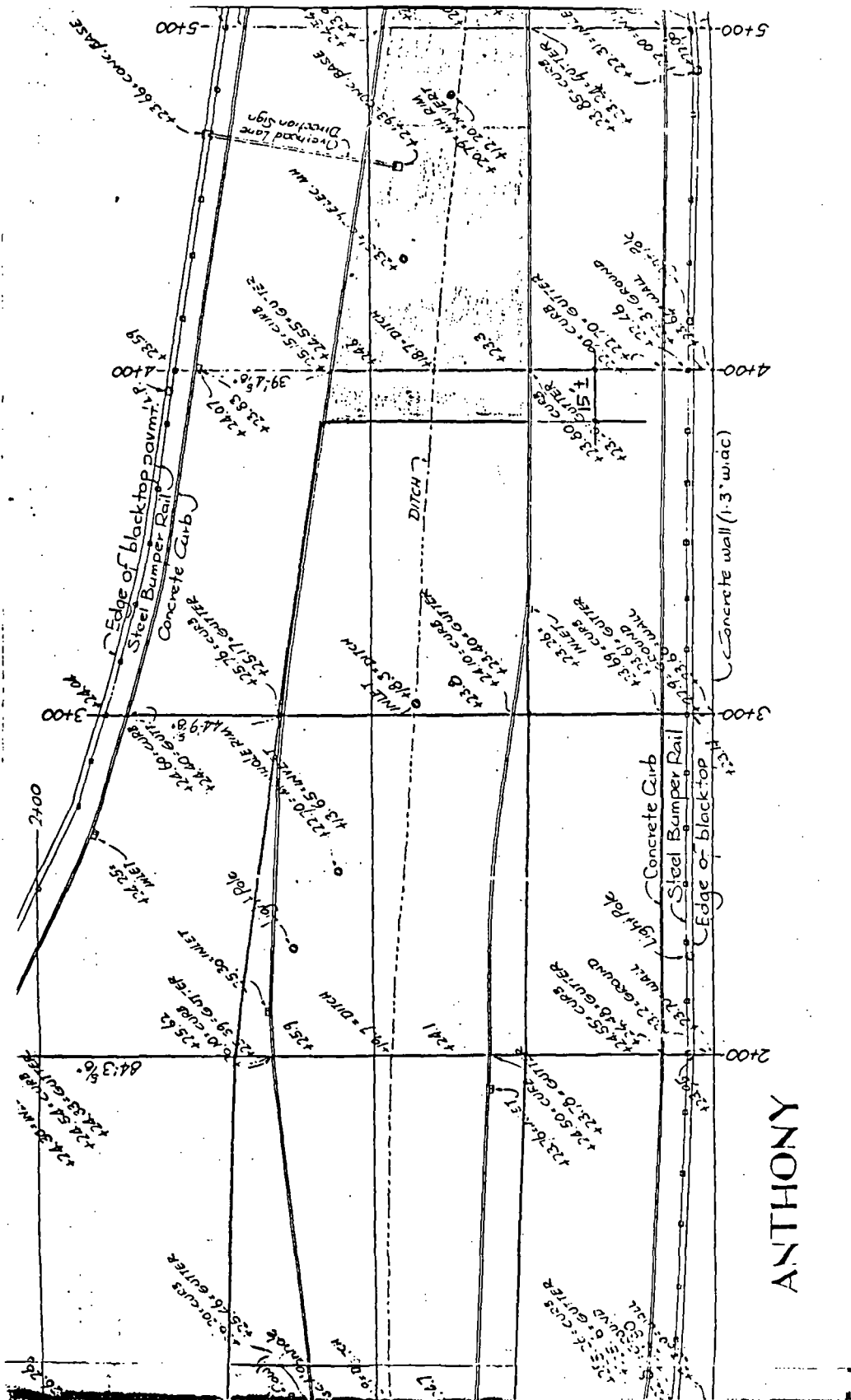
SECTION 1. That the Mayor is authorized to execute and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel, an amendment to an agreement, authorized by ordinance passed by the City Council on April 16, 1980 (C.J.P. pp. 2686-2691), with Smarte-Carte, Inc. at Chicago-O'Hare International Airport, said amendment to be in the following form:

(Continued on page 12947)

EXHIBIT "A"



AVE.



(Continued from page 12943)

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 Smarte-Carte, Inc., a corporation organized under and existing by virtue of the laws of the State of Minnesota, hereinafter referred to as "Concessionaire".

WITNESSETH

Whereas, City and Concessionaire have heretofore entered into an agreement under date of April 16, 1980, authorized by the City Council April 16, 1980, (C.J.P. pp. 2686-2691), hereinafter referred to as "said agreement", in and by which City among other provisions, granted to Concessionaire certain privileges on 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 Concessionaire hereby accepts said privileges on 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 modification of, change in, and amendment to said agreement, which is hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein as follows:

That part of Section 5(a) entitled Improvements, Equipment, Fixtures, and Facilities, Number 3 and reading as follows:

"City is to provide small office area to allow recharging of batteries and installation of phone to allow contact with operators. The area would also allow receipt of any complaints and a secure area for money handling.

Shall be and the same is hereby modified, changed and amended to read as follows:

The City by this amendment hereby conveys to Concessionaire office premises (hereinafter referred to as "office") located on the basement level of the main parking structure and referred to on Exhibit A and made part hereof. The office shall be used by the Concessionaire as an area for the recharging of batteries, the receipt of complaints, and the handling of money. The office shall also have a phone installed to allow contact with operators.

Concessionaire shall pay as rent on the 669.5 square feet of office area Four Thousand Seventeen and No/100 Dollars (\$4,017.00) per year to be paid in installments of Three Hundred Thirty-four and 75/100 Dollars (\$334.75) on the first day of each month at the office of the City Comptroller. In addition to office rental Concessionaire shall be charged directly for all electricity on a metered basis. The rate per square foot for this office shall be subject to reappraisal at the end of the initial term of the agreement (as provided in Section 3) and the end of each optional term period.

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 _____, 19____, (C.J.P. pp. _____).

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and _____ has caused this Agreement to be executed on its behalf by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature form omitted for printing purposes.]

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

Nays--None.

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

Authority Granted to Advertise for Sale Property Held in Trust for Use of Schools at Specified 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 Board of Education property (Held in Trust for the Use of Schools) at specified 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

No. 3344 W. 71st St.

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held August 11, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held August 11, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

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

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

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

That part of the Southeast quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian described as:

Commencing at a point of intersection of the North line of W. 71st Street and a line which is 16 feet East of and parallel with the West line of S. Homan Avenue extended for a distance of 232.00 feet to a point; thence East parallel with the said North line of W. 71st Street for a distance of 340 feet to a point; thence South parallel with the said North line of W. 71st Street for a distance of 340 feet to a point; thence South parallel with said West line of S. Homan Avenue extended North for a distance of 232.00 feet to a point in the said North line of W. 71st Street; thence West along said North line of W. 71st Street for a distance of 340 feet to a point of beginning, in Cook County, Illinois. Containing 1.81 acres

which land has a frontage of 340.0 feet on W. 71st Street with a depth 232.0 feet. The total area is approximately 78,880 square feet/1.81 acres, and is improved with a one-story school building, now vacant and not used for any school purpose, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

—
No. 3639 W. 78th Pl.

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held August 11, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described in no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held August 11, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

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

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

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

Lots 3 to 20, both inclusive, and vacated W. 78th Place North and adjoining said Lots in Block 50 in Price's Subdivision of the Southwest quarter of Section 26, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 160.0 feet on S. Lawndale Avenue and a frontage of 450.0 feet on W. 78th Place (Private). The total area is approximately 72,000 square feet/1.65 acres, and is improved with a one-story school building, now vacant and not used for any school building now vacant and not used for any school purpose, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

**City Comptroller Authorized to Advertise for Sale Parcels of
City-Owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith.

On separate motions of 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

No. 1354 N. Cleveland 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:

Lot 2 in the Subdivision of the East half of Lot 30 and the North half of Lot 31 in Butterfield's Addition to Chicago, being a Subdivision of the West half and the Southeast half of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian (according to the Map thereof recorded March 30, 1859, in Book 160 of Maps, Page 18) in Cook County, Illinois (commonly known as No. 1354 N. Cleveland Avenue, Permanent Tax No. 17-04-122-059).

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.

Nos. 4236-4238 S. Martin Luther King Dr.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 15, 16 and the North 2 feet 1 3/4 inches of Lot 17 in A.J. Averells Subdivision in the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4236-4238 S. Martin Luther King Drive, Permanent Tax No. 20-03-123-029).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 533-539 N. Ogden Av./1210-1212 W. Race 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:

Lots 37 and 38 (except from said Lots that part thereof lying North of a line drawn through a point on the South line of West Ohio Street, 26.34 feet West of the West line of North Racine Avenue and through a point on the North line of Sinnott Place, 157.07 feet West of the West line of North Racine Avenue) in Block 3 in Hambleton's Subdivision of Lot "E" in Circuit Court partition of the East half of the Northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 533-539 N. Ogden Avenue/1210-1212 W. Race Street, Permanent Tax Nos. 17-08-127-005 and 006).

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. 704 E. 67th 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:

The East 12 feet of the South 100 feet of Lot 11 and the West 6 feet of the South 100 feet of Lot 12 in Block 2 in McChesneys Hyde Park Homestead Subdivision of part of the South half 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. 704 E. 67th Street, Permanent Tax No. 20-22-230-036).

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.

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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

No. 714 N. Kedzie Av.

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

SECTION 1. The City of Chicago hereby rejects the bids of the following:

L.A. McCleton
538 N. Troy Street
Chicago, Illinois
\$2,000.00

Sunrise Baptist Church
c/o Reverend Edmond Jones
1313 S. Sawyer Avenue
Chicago, Illinois
\$10,000.00

David Leahy
1438 N. Long Avenue
Chicago, Illinois
\$11,777.80

for the City-owned improved property, previously advertised pursuant to Council authority passed March 19, 1982, C.J.P. page 9962.

SECTION 2. The City Clerk is authorized to refund the deposit checks to the above-named bidders.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of improved 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 37, 38, 39, 40 and 41 in Armington's Subdivision of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 714 North Kedzie Avenue, Fire Station, Permanent Tax No. 16-11-207-012).

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

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

No. 3138 W. Lake St.

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

SECTION 1. The City of Chicago hereby rejects the bids of the following:

Lakelee Plastics, Inc.
3128 W. Lake Street
Chicago, Illinois
\$2,001.00

David Leahy
1438 N. Long Avenue
Chicago, Illinois
\$5,197.50

for the City-owned improved property, previously advertised pursuant to Council authority passed March 19, 1982, C.J.P. pages 9962-9963.

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

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of improved 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 21 and 22 in Sub-Block 3 in West half of Block 8 in D. S. Lee's and others Subdivision of the South West quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3138 West Lake Street, Fire Station, Permanent Tax No. 16-12-312-013).

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

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

**Authority Granted for Acquisition of Property Necessary
for Construction of the Hobbie Street Sewer.**

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

WHEREAS, The City Council of the City of Chicago passed an Ordinance on July 15, 1982 providing for Bonds to be sold for various City projects, one of which is Hobbie Street Auxiliary Outlet Sewer; and

WHEREAS, The Department of Sewers has directed the Department of Public Works to prepare the engineering documents for the Hobbie Street Sewer; and

WHEREAS, The Department of Public Works of the City of Chicago has completed the necessary engineering in order to construct the Hobbie Street Sewer and it is necessary that property be acquired on the west side of North Kingsbury Street at West Hobbie Street in order to connect said sewer to The Metropolitan Sanitary District of Greater Chicago facilities at said intersection; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago, that said City acquire for public use the property described as follows:

That part of Lots 9 and 10 in Block 96 of Elston's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Beginning at the Southeasterly corner of said Lot 10; thence north 32 degrees 22 minutes 12 seconds west along the easterly line of said Lots 9 and 10 a distance of 95.22 feet; thence south 58 degrees 49 minutes 43 seconds west along a straight line a distance of 153.31 feet to the westerly line of said Lot 9; thence southerly along the westerly line of said Lots 9 and 10 to the Southwesterly corner of said Lot 10; thence easterly along the southerly line of Lot 10 to the point of beginning.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners, or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois then the Commissioner of Public Works shall report the such fact to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 4. 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Authority Granted for Acquisition of Land
for Bureau of Forestry.**

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

WHEREAS, The Department of Streets and Sanitation has requested the acquisition of a specified tract of land, situated in the City of Chicago, for its use; and

WHEREAS, The acquisition of said parcel for municipal purposes was submitted to the Chicago Plan Commission and approved by said body on September 23, 1982; and

WHEREAS, After due consideration this body has determined that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Streets and Sanitation for use by the Bureau of Forestry of a tract of land in the vicinity of 23rd and Wood Streets, legally described below; now, therefore,

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

SECTION 1. The Corporation Counsel is authorized and directed to negotiate with the owner or owners of the property described below for an agreed purchase price, subject to the approval of City Council;

A tract of land in S. J. Walker's Dock Addition to Chicago, a subdivision of the east 1/2, north of the River of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, as shown on the Plat of said Subdivision recorded November 18, 1871, as Document 3317, comprised of certain Lots and vacated canals, and streets adjoining said Lots, in Blocks 11 and 12 in said S. J. Walker's Dock addition to Chicago, described as follows:

All of Lots 4 to 14, both inclusive, together with those portions of Lots 15 and 16 which lie northerly of a straight line which intersects the east line of said Lot 15 at a point 23.83 feet south of the northeast corner of said Lot 15 and which intersects the west line of said Lot 16 at a point 30.27 feet south of the northwest corner of said Lot 16 all in Block 12 in said S. J. Walker's Dock Addition to Chicago

also

That part of the east 1/2 of vacated Canal 'C', lying between a westward extension of the north line of Lot 4 and a straight line which intersects the west line of Lot 16 at a point 30.27 feet south of the northwest corner of said Lot 16 and which intersects the center line of said vacated Canal 'C', at a point 52.13 feet south of the intersection of said center line of vacated Canal 'C', with the north line extended west of said Lot 16, all in Block 12 of said S. J. Walker's Dock Addition to Chicago

also

That part of the west 1/2 of vacated South Wood Street lying between an eastward extension of the north line of Lot 4 in Block 12 and a straight line which intersects the east line of Lot 15 in said Block 12 at a point 23.83 feet south of the northeast corner of said Lot 15 and which intersects the west line of Lot 22 in Block 11 at a point 88.85 feet south of the northwest corner of said Lot 22, all in S. J. Walker's Dock Addition to Chicago

also

The west 148.71 feet of the north 82.30 feet of Lot 29, the west 148.71 feet of Lot 30 and the west 148.71 feet of the south 18.27 feet of Lot 31, together with that part of the east 1/2 of vacated South Wood Street lying immediately west of and adjoining the west line of said and parts of Lots: between a line on the north, which is a westward extension of the north line of the south 18.27 feet of Lot 31 and a line on the south which is a westward extension of the south line of the north 82.30 feet of Lot 29, all in Block 11 in said S. J. Walker's Dock Addition to Chicago, in Cook County, Illinois.

SECTION 2. In the event the Corporation Counsel is not able to agree with the owner or owners of said property or the title to said property is so clouded as to preclude the City from obtaining a clear title (subject to easements) then the Corporation Counsel is authorized and directed to institute eminent domain proceedings in the name of the City of Chicago to acquire said property for public use.

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

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Execution of Agreement Authorized between City and the
Chicago, Milwaukee, St. Paul and Pacific R.R. Co.
Necessary for the Oak Park Avenue Grade Crossing
Improvement Project.**

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 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 a grade crossing improvement project described therein, said agreement to be substantially in the following form:

This Agreement made and entered into by and between the City of Chicago, Cook County, Illinois, hereinafter referred to as the "City", and Richard B. Ogilvie, not as an individual, but solely as Trustee of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, hereinafter referred to as the "Company".

WITNESSETH:

Whereas, FAU Route 2775, Oak Park Avenue, as presently located and constructed between North Avenue and Grand Avenue in the City of Chicago, Cook County, Illinois, crosses at grade three main line tracks and one abandoned track of the Company, and the crossings thus formed are constructed of bituminous material and provided with automatic flashing light signals and roadway gates; and

Whereas, the City proposes to reconstruct and widen Oak Park Avenue across said tracks substantially as shown on the print of the general plan sheet marked Exhibit "A" attached hereto; and

Whereas, The parties hereto desire to remove the abandoned track from the roadway, reconstruct the remaining three-track crossings using prefabricated rubber surface material, and relocate the grade crossing signals.

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 "Standard Provisions for Highway-Railroad Agreements" attached hereto are hereby made a part of this agreement, and all references to "Road Authority" therein shall be interpreted to mean "City".

Section 2. The Company hereby grants its assent to the proposed widening of Oak Park Avenue across its tracks and right of way.

Section 3. The City shall secure or cause to be secured all rights of way or easements required for its roadway widening project, in addition to that provided for in Section 2 hereof, and shall construct and complete said project all without cost or assessment to the Company.

Section 4. The parties hereto shall construct, or cause to be constructed, the following items of work:

- (1) Work by the Company: The Company shall furnish, or cause to be furnished, at the expense of the City, all of the labor, materials, work equipment, construction engineering and inspection required to perform and complete:
 - (a) The preparation of detailed plans and specifications for work contemplated to be performed as provided herein.
 - (b) The removal of the southerly track thru the roadway as shown on attached Exhibit "A".
 - (c) The reconstruction of the remaining three tracks thru the roadway, consisting of subgrade drainage, new ties, crushed rock ballast and welded rail as shown generally on attached Exhibit "A".
 - (d) The installation of prefabricated rubber crossing extended to behind the proposed widened curb lines on the three tracks, thence extended with flange and guard timbers adjacent to each rail thru the sidewalk crossing areas for placement of bituminous concrete extensions of the rubber crossings.
 - (e) The removal and repaving of the islands between the tracks and the extensions of the rubber crossings thru the sidewalk areas.
 - (f) The relocation of the automatic crossing signals and gates to locations 4 foot 1 inch (4'1") behind the proposed curb lines, and installation of 12-foot diameter lamp units on the signals to replace existing 8-3/8" lamp units.
 - (g) Incidental work necessary to complete the items hereinabove specified.

The estimated total cost of the work to be performed hereunder by the Company, at the expense of the City, as outlined above is \$138,173.00 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "B".

- (2) Work by the City: The City shall furnish, or cause to be furnished, at its expense all of the labor, materials, work equipment, construction engineering and inspection required to perform and complete:
 - (a) The preparation of detailed plans and specifications for the work contemplated to be performed as provided herein.
 - (b) The filling and surfacing of the gap thru the roadway caused by the removal of the track under Section 4 (1) (b) above.
 - (c) All necessary utility and storm sewer work for the roadway widening project.
 - (d) Construction of the curb, gutter and pavement for the widening of Oak Park Avenue on both sides of the three-track crossing as reconstructed under Section 4 (1) above.
 - (e) Incidental work necessary to complete the items hereinabove specified.

Section 5. The completed crossing warning devices shall conform to the State of Illinois' "Requirements for Railroad Highway Grade Crossing Protection", dated November 27, 1974, insofar as they apply, and should be placed in service immediately after the installation is completed, pending final inspection by representatives of the State, the City and the Federal Highway Administration. The Company shall notify the City of the date on which the completed installation will be ready for final inspection.

Section 6. 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 the cost for such work (including labor, materials, and/or equipment) performed 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 Federal-Aid Highway 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 7. If at any time subsequent to the installation of the rubber surface crossing pavement the railroad and highway grades are separated, or the 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 railway-highway grade crossing on the Company's lines in the City, subject to the approval of the properly constituted public authorities.

Section 8. All costs for railroad force account work to be done under this Agreement and reimbursed by the City are covered under Paragraph 13 of the Joint City-State Project Agreement for the widening and resurfacing of Oak Park Avenue from North Avenue to Grand Avenue (Federal Project Number IX-5000(315)).

Section 9. In compliance with the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975 (and supplements), which determines railroad benefit and liability, the proposed grade crossing improvement referred to herein meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the Company, and no contribution by the Company is required.

Section 10. Upon completion of the project herein provided, the City shall maintain, at its expense, the roadway and crossing approaches. The Company shall maintain all railroad improvements in accordance with the Illinois Commerce Commission General Order 138, and this maintenance obligation shall continue in accordance with Federal and/or State laws as they may be revised from time to time in the future.

Section 11. This Agreement shall be binding upon Richard B. Ogilvie, not as an individual but solely in his capacity as Trustee.

Section 12. This Agreement shall be binding upon the parties hereto, their successors or assigns.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers, as of the dates below indicated.

[Signature forms omitted for printing purposes].

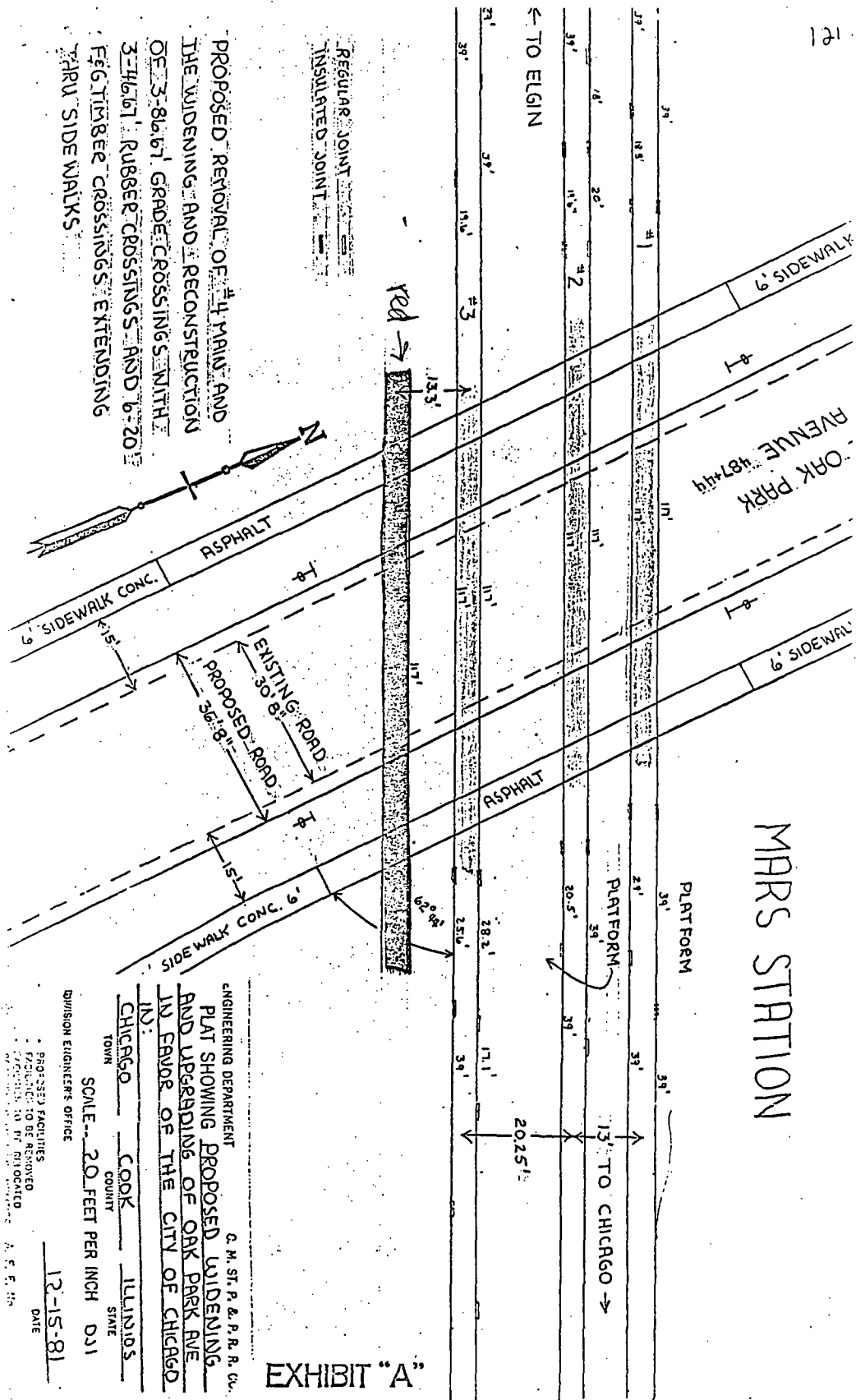
SECTION 2. This ordinance shall be in force and effect from and after its passage.

[Exhibits "A" and "B" are printed on pages
12960 through 12963 of this Journal.]

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.



ENGINEERING DEPARTMENT
 Q. M. ST. P. & P. R. R. CO.
 PLAN SHOWING PROPOSED WIDENING
 AND UPGRADING OF OAK PARK AVE
 IN FAVOR OF THE CITY OF CHICAGO

CHICAGO COOK ILLINOIS
 TOWN COUNTY STATE

SCALE-- 20 FEET PER INCH D31

PROPOSED FACILITIES
 TO BE REMOVED
 TO BE RELOCATED

DIVISION ENGINEER'S OFFICE

DATE 12-15-81

EXHIBIT "A"

REMOVE THE GRADE CROSSING IN THE 3 REMAINING TRACKS
 ON OAK PARK AVE WITH RUBBER SURFACE THRU THE STREET
 WITH F&G TIMBERS THRU THE SIDE WALKS IN CHICAGO, ILLINOIS

(PER FHPM 1-4-3)

DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL
<u>STATEMENT OF WORK</u>					
REMOVE TRACK (#4 MAIN) THRU GRADE CROSSING					
UPGRADE 3 REMAINING CROSSINGS WITH WELDED RAIL TIES AND BALLAST					
INSTALL 1-46' 8" RUBBER CROSSING WITH 1-20' F&G TIMBER CROSSING THRU SIDE WALKS BOTH SIDES BRINGING TOTAL LENGTH OF CROSSING TO 86' 8" (THIS PROVIDES FOR 3' WIDENING OF CROSSING ON EACH SIDE) THIS HOLDS TRUE FOR ALL 3 CROSSINGS					
4. REMOVE & REPLACE ISLANDS BETWEEN RUBBER CROSSINGS WITH 12" DIA & 1 1/2" SURFACE CONCRETE BITUMINOUS PAVING, AND PAVE ENDS THRU SIDEWALKS WITH 7" BIT.					
5. RELOCATE CROSSING SIGNALS & GATES TO LOCATIONS 41' BEHIND PROPOSED CROSS LINES AND REPLACE 8 3/4" LAMP UNITS WITH 12" LAMP UNITS PER ATTACHED SHEET #3					
<u>MATERIAL</u>					
3-156' 132# WELDED RAIL	468	LF	10.76		5036
3-117' 132# WELDED RAIL	351	LF	10.70		3756
228 CROSS TIES HDWD TP GR 4ES	228	EA	20.00		4560
2- JOINT POLY INS 13225	12	EA	269.69		3236
12- PLATE TIE POLY 132	12	EA	10.03		120
513- PLATE TIE 7 3/4 x 14 132	74.82	CWT	25.10		1878
120 TRACK SPIKES S18x6	8	KG	70.70		566
180 LF 132# F&G TIMBERS	2.745	MM	119.89		3074
3-4 1/2" SAF N DRI CROSSING STILES	140	LF	26.00		3640.00
20- 3/4 x 13 DRIVE SPIKES	180	EA	1.18		212
50 LF DRAINAGE FABRIC	350	LF	2.38		833
3" DIA. PERF 12 GA COATED COR IRON PIPE/GN	450	LF	6.50		2925
100 TON CRUSHED ROCK BALLAST	400	WT	4.50		1800
HANDLING EXPENSE	64396	\$	5%		3220
TOTAL MATERIAL					67616
<u>TRANSPORTATION EXPENSE</u>					
MIL 40TM (TOMAH) 244M, 23 TON	5612	TON MI	1¢		56
F&G TIMBERS (BANGOR) 270M, 28 TN	7560	TON MI	1¢		75
CRUSHED ROCK (ORTONVILLE) 604M, 400 TN	241600	TON MI	1¢		2416
3 1/2" DRI CROSSING (SPRINGFIELD, ILL)	140	LF	10.00		1400
TOTAL TRANSPORTATION					3947

10F2 EXHIBIT "B" SHEET 7 OF 3 SHEETS

DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	
<u>SALVAGE CREDIT</u>						
19 LF 132# RAIL SH	18	NT	40		720CR	
48 PLATE TIE 73/4x14 SH	348	EA.	0.49		171CR	
2 KGS TRACK SPIKES SC	14.17	CWT	3.50		50CR	
TIES, OLD INS JNTS & F&G TIMBERS HAVE NO VALUE						
<u>TOTAL SALVAGE CREDIT</u>					941CR	941
<u>EQUIPMENT RENTAL</u>						
				LS.	6000	60
<u>BITUMINOUS PAVING - BY CONTRACT</u>						
156		NT	50		7800	78
<u>LABOR</u>						
EXCAVATE AND REMOVE OLD CROSSINGS	400	LF	6.52	2608		
REPLACE 238 CROSS TIES	228	EA	8.77	2000		
RELAY 819 LF RAIL	819	LF	1.46	1196		
UNLOAD AND APPLY BALLAST	400	TDN	11.11	4440		
LINE AND DRESS TRACK	350	LF	1.17	410		
INSTALL 3-462" RUBBER CROSSINGS	140	LF	19.40	2716		
INSTALL 6-20' F&G TIMBER CROSSINGS	120	LF	9.54	1145		
INSTALL DRAINAGE FABRIC & PIPE INCLUDED IN CROSSING INSTALLATION						
<u>TOTAL DIRECT LABOR</u>				14515		
PLUS VACATION ALLOWANCE						
14515	#	7.25%		1052		
PLUS PAID HOLIDAYS						
14515	#	3.50%		508		
PLUS PRA & UNEMPLOYMENT						
16075	#	23.30%		3745		
PLUS HEALTH & WELFARE BENEFITS						
14515	#	5.0%		725		
PLUS RISK INSURANCE						
14515	#	11.4%		1655		
PLUS SUPPLEMENTAL PENSION						
1496	MH	12¢		180		
<u>TOTAL ADDITIVES</u>				7865		
<u>TOTAL LABOR</u>				22380		22
<u>PRELIMINARY ENGINEERING AND ACCOUNTING</u>						
		ITEM	#	500		
		ITEM	#	300		
PLUS VACATION ALLOWANCE						
800	#	7.25%		58		
PLUS PAID HOLIDAYS						
800	#	3.50%		28		
PLUS WORKMANS COMPENSATION						
858	#	3.00%		26		
PLUS PUBLIC LIABILITY & PROP. DAMAGE						
858	#	1.00%		9		
PLUS PRA & UNEMPLOYMENT						
886	#	23.3%		206		
PLUS HEALTH & WELFARE BENEFITS						
800	#	5.0%		40		
PLUS SUPPLEMENTAL PENSION						
60	MH	12¢		7		
<u>TOTAL ENGINEERING & ACCOUNTING</u>				1174		11
<u>SUB-TOTAL</u>				23554	24,422	23
<u>10% CONTINGENCIES</u>						
			#	10%	2355	23
<u>TOTAL COST OF PROJECT</u>				25909	27,864	23
ESTIMATE DATED DECEMBER 15, 1981 OFFICE OF DIVISION ENGINEER BENSONVILLE, ILLINOIS REV 4/27/82						
			2 OF 2	EXHIBIT "B"		
			SHEET	2 OF 3	SHEETS	

FILE 273.1067

ESTIMATE TO ACCOMPANY

REQUEST FOR AUTHORITY FOR EXPENDITURE

APPLICATION NO. 128

LOCATION CHICAGO (MARS) CHGO, SUB. ILL. - 53
 (TOWN) (DIVISION) (STATE & VALUATION SECTION)

STREET OR ENGR. STATIONING WIDEN & RELOCATE SIGNALS AT OAK PARK AVE.
 ESTIMATE OF COST FROM OFFICE OF ASST. CHIEF ENGR., SIGS. & COMMS. DATE 10-27-81

ACCOUNT	ITEMS	CASH OUTLAY	LABOR	MATERIAL	TOTAL
	PART I				
BILLS	BILL VS. THE STATE OF ILLINOIS				
	PRELIMINARY ENGINEERING	\$100			
	DESIGN ENGINEERING	50			
	DRAFTING	50			
	ACCOUNTING	200			
	2 - 12" LAMP FRONT LIGHTS			\$763	
	2 - 12" LAMP F&R LIGHTS			1482	
	2 - FOUNDATION, SIGNAL GATE			536	
	2 - FOUNDATION, SIGNAL			360	
	120 - FT. PIPE, 4" PLASTIC			318	
	4000 - FT. CABLE, 7/16 #7 TRACK			1720	
	800 - FT. CABLE, 5/16 #9 PKWY.			819	
	400 - FT. CABLE, 7/16 #9 PKWY.			638	
	400 - FT. CABLE, 7/16 #14 PKWY.			443	
	500 - FT. CABLE, 5/16 #6 PKWY.			1169	
	100 - FT. CABLE, 5/16 #4 PKWY.			509	
	28 - BOTHERD COMP. (BOUNT & SLEEVES)			28	
	TAGS, TAPE, TERMINAL			100	
	INCIDENTALS			200	
	STORGE EXPENSE 10% X 9085			909	
	INSPECTION		400		
	LABOR, SIGNAL CREW		3000		
	ADDITIVES 41.5% X 3800		1579		
	SUPP. PENSION 10.12 (330)		40		
	INSURANCE 4% X 400 + 29		17		
	RISK INS. 11.4% X 3400		388		
	PERSONAL EXPENSE		1000		
	RENTAL EXPENSE		800		
	CONTINGENCIES 10%		762	999	
	PLANS & TRANSPORTATION			21	
	TOTAL ESTIMATED BILL		78386	110814	189400
	VALUAGE				
	2 - 8 3/8" LAMP, FRONT LIGHTS			NC	
	2 - 8 3/8" LAMP, F&R LIGHTS			NC	

REV 9/18/70

EXHIBIT "B"
 SHEET 3 OF 3 SHEETS

**Acceptance of Judgment Orders Authorized for Acquisition
of Property Necessary for Expansion of the West Town
Neighborhood Health Center - Parcel No. 1
and Parcel No. 2.**

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

WHEREAS, On October 22, 1981, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Health, various described property for an addition to the West Town Neighborhood Health Center, payment for the property to be made from appropriation made under Account Number 650-0375-149; and

WHEREAS, These Parcels include Parcel 1, comprising Lot:

Lot 33 in Block 8 of Winslow and Jacobson's subdivision of the southeast 1/4 of the northeast 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as No. 1223 N. Artesian Avenue, Chicago, Illinois

and Parcel 2, comprising:

Lot 32 in Block 8 of Winslow and Jacobson's subdivision of the southeast 1/4 of the northeast 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as No. 1219 N. Artesian Avenue, Chicago, Illinois; and

WHEREAS, The Commissioner of Public Works was thereby authorized to negotiate the acquisition of various parcels; and

WHEREAS, Upon the inability of the Commissioner of Public Works to agree with the owner or owners of said property, pursuant to authority of said ordinance, the Corporation Counsel instituted condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under City's right of eminent domain on April 22, 1982; and

WHEREAS, On September 3, 1982 Judge James Murray of the Circuit Court of Cook County entered Judgment Orders determining that just compensation be paid to the owner or owners of Parcel 1 in the amount of Twenty-five Thousand Dollars (\$25,000.00) and just compensation be paid the owner or owners of Parcel 2 in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00); and

WHEREAS, The Judgment Orders further stated that within one hundred twenty (120) days from the entry of said orders, the City of Chicago shall pay to the County Treasurer of Cook County, Illinois for the benefit of the owner or owners and parties interested in said parcels Twenty-five Thousand Dollars (\$25,000.00) for Parcel 1 and Two Thousand Eight Hundred Dollars (\$2,800.00) for Parcel 2; and

WHEREAS, The Judgment Orders further stated that upon such payment the City of Chicago shall be vested with fee simple absolute title to said real property and shall be authorized and empowered to enter upon and take immediate possession of said real estate so paid for; now, therefore,

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

SECTION 1. The City of Chicago is hereby authorized to pay within one hundred twenty (120) days from the entry of the Judgment Orders of September 3, 1982, Twenty-five Thousand Dollars (\$25,000.00) for Parcel 1 and Two Thousand Eight Hundred Dollars (\$2,800.00) for Parcel 2 plus statutory interest from the date of the entry of the Judgment Orders of September 3, 1982 and court costs of \$29.00 for each parcel to the County Treasurer of Cook County, Illinois for the benefit of the owner or owners and parties interested in said parcels.

SECTION 2. This ordinance shall be in 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted eleven 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

The following are said orders as passed:

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

W. Foster Avenue from N. California Avenue to N. Rockwell Street --Installation of 1,294 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$168,080.08, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37324.

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

N. Hermitage Avenue from W. Crystal to W. Ellen Streets -- Installation of 570 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$63,794.10 chargeable to Account No. 200-8285(7930).557 -- Betterment.

The above work to be done under Order No. 37328.

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

N. Knox Avenue from W. Lawrence to W. Wilson Avenues - Installation of 1,330 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$172,108.22, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37308.

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

N. Lincoln Avenue from W. Armitage to W. Wisconsin Avenues - Installation of 840 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$111,506.77, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37281.

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

N. Marshfield Avenue from W. North to W. Wabansia Avenues - Installation of 724 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$99,906.33, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37289.

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

S. Stewart Avenue and W. 83rd Street - Installation of 1,163 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$103,133.52, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37350.

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

S. Wells Street from W. Garfield Boulevard to W. 57th Street - Installation of 1,217 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$149,899.64, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37320.

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

W. Wrightwood Avenue from N. Altgeld Street to N. Clybourn Avenue -Installation of 610 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$87,702.43, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37325.

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

W. 29th Place from S. Shields to S. Stewart Avenues - Installation of 265 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$42,758.85, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37300.

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

W. 81st Street from S. Wentworth to S. Harvard Avenues - Installation of 998 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$106,891.05, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37330.

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

Area of E. 136th Street, S. Indiana, S. Calumet, S. Forest Avenues, E. 135th Place and S. Calumet Avenue--Installation of 969 feet of 12-inch and 1,101 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$249,242.34, chargeable to Account No. 557 Betterment.

The above work to be done under Order No. 37331.

**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 (October 6, 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--49.

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.

The Catholic Bishop of Chicago/Providence of God Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Bishop of Chicago/Providence of God Church for renovation of the day care center on the premises known as Nos. 701-715 W. 18th Street.

Said building shall be used exclusively for child care 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.

—
Christopher House.

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 Christopher House for the installation of a gas water heater on the premises known as No. 2507 N. Greenview Avenue.

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

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

County of Cook.

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 County of Cook for exterior masonry and remodeling work on the premises known as County Building.

Said building shall be used exclusively for governmental 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.

Daughters of St. Paul Convent.

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 Daughters of St. Paul Convent for the construction of a one-car garage within the existing building on the premises known as No. 172 N. Michigan Avenue.

Said one-car garage shall be used exclusively by the members of said convent 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.

Full Life, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Full Life, Incorporated (an Illinois Not-for-Profit Corporation) for construction of Continental Plaza Apartments, a Residential-Business Planned Development on the premises known as No. 7600 S. Loomis Street.

Said building shall be used exclusively for residential-business 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.

Good News Partners.

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 Good News Partners for electrical installations on the premises known as No. 1600 W. Jonquil Terrace.

Said building shall be used exclusively for rehabilitation of handicapped persons 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.

St. Bede the Venerable Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Bede the Venerable Church for the installation of an elevator in existing church building on the premises known as No. 8200 S. Kostner Avenue.

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

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

LICENSE FEE EXEMPTION.

*Food Dispenser.**St. Mary of Nazareth Medical Center.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, St. Mary of Nazareth Medical Center, No. 2233 W. Division Street, is hereby exempted from payment of the annual Food Dispenser license fee, for the year 1982.

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

**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 October 6, 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 Youth Centers No. 611 W. Adams Street	P1-207027 (Fuel Burn. Equip.)	\$ 55.00
Church Home No. 5445 S. Ingleside Avenue	B4-200231 (Bldg.)	34.50
Daughters of St. Paul No. 172 N. Michigan Avenue	B1-216287 (Bldg.)	23.00
Edgewater Hospital No. 5700 N. Ashland Avenue	P1-208211 (Fuel Burn. Equip.)	998.00
Illinois College of Podiatry Nos. 1001-1019 N. Dearborn Street	R1-204311 (Drwy.)	25.00
Inner City Impact No. 2704 W. North Avenue	B1-216525 (Bldg.)	23.00
LaRabida Children's Hospital and Research Center, No. 6501 S. Promotory Drive	F4-219167 (Mech. Vent.)	27.50
Misericordia Home, No. 2916 W. 47th Street	A1-207392 (Elev.)	69.00
Northwest Home for the Aged No. 6300 N. California Avenue	B4-200084 (Bldg.)	46.00
Rehabilitation Institute of Chicago No. 345 E. Superior Street	F4-123051 (Mech. Vent.)	775.00
St. Anne Hospital No. 4950 W. Thomas Street	A1-200019 A1-200091 (Elev.) F4-123688 F4-124069 (Mech. Vent.) P1-112555 P1-115958 (Fuel Burn. Equip.)	69.00 299.00 372.50 10.00 880.00 40.00
St. Anselm Church No. 6045 S. Michigan Avenue	B1-120716 (Bldg.) P1-104352 P1-113859 (Fuel Burn. Equip.)	46.00 210.00 70.00
St. Elizabeth Hospital No. 1431 N. Claremont Avenue	B4-200445 B4-200446 B4-200447 (Bldg.)	23.00 149.50 34.50

Taylor Youth Center (Chicago Youth Centers) No. 1945 N. Sheffield Avenue	B1-818046 (Bldg.)	\$ 40.00
University of Chicago (Sundry Locations)	A1-207035	69.00
	A1-207036	23.00
	A1-207037	46.00
	A1-207038	46.00
	A1-207088	23.00
	A1-207090	23.00
	A1-207091	23.00
	A1-207205	90.00
	A1-207214	23.00
	A1-207213	46.00
	A1-207215	23.00
	A1-207221	23.00
	A1-207222	46.00
	A1-207223	23.00
	A1-207225	161.00
	A1-207226	23.00
	A1-207275	46.00
	A1-207276	46.00
	A1-206973	92.00
	A1-206996	207.00
	A1-207010	69.00
	A1-207072	23.00
	A1-207234	46.00
	A1-207235	46.00
	A1-207245	46.00
	A1-207246	23.00
	A1-207273	46.00
	A1-207274	46.00
	A1-207399	46.00
	A1-207318	115.00
	A1-207129	23.00
	A1-207130	46.00
	A1-207132	23.00
	A1-207143	92.00
	A1-207150	92.00
	A1-207166	69.00
	A1-207167	23.00
	A1-207168	23.00
	A1-207073	23.00
	A1-207075	23.00
	A1-207089	23.00
	A1-207164	46.00
	A1-207224	23.00
	A1-207165	121.00
	A1-207286	57.00
	A1-207287	69.00
	A1-207316	23.00
	A1-207317	46.00
	(Elev.)	
	B1-210804	34.50
	B1-210810	46.00
	B1-214689	57.50

University of Chicago (Sundry Locations)	B1-214690	\$ 34.50
	B1-214692	34.50
	B1-214995	80.50
	B1-214691	67.50
	B1-215103	34.50
	B1-210857	138.00
	B1-215760	23.00
	B1-215833	80.50
	B1-216480	80.50
	B1-216920	57.50
	(Bldg.)	
	R1-203938	200.00
	(Drwy.)	
Weiss Memorial Hospital No. 4646 N. Marine Dr.	A1-206897	516.00
	(Elev.)	
	B4-200418	92.00
	B4-200419	69.00
	B4-200420	69.00
	B4-200505	92.00
	(Bldg.)	

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

The following is said order as passed:

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

Jerrold M. Bosak, 062610, District 6; injured May 9, 1981	\$ 65.00
Marie E. Bosky, 062962, Recruit Training; injured July 20, 1982	2,425.84
George J. Bouzeanes, 063917, District 7; injured July 7, 1982	180.50
Matthew Bowman, 064821, District 11; injured May 5, 1982	75.00
Richard A. Cardi, 105492, Recruit Training; injured July 21, 1981	1,685.00
David K. Czubak, 165842, District 11; injured February 18, 1982	172.00
Richard J. Daidone, 166870, District 12; injured July 25, 1982	229.00
Gerald T. Flavin, 246556, District 12; injured July 25, 1982	71.00
Ollie Gavin, 213719, District 12; injured July 28, 1982	168.00
William Greene, 301447, Special Function Canine Unit; injured March 14, 1982	37.00
Raymond L. Hayes, 331713, District 11; injured May 5, 1982	75.00
Tommie E. King, 421004, District 3; injured October 21, 1978	39.00
Allen E. Kohl, 429364, District 14; injured July 1, 1982	192.00
Ronald L. Korzeniewski, District 11; injured June 28, 1982	92.60
Edward C. Kulbida, 443429, District 11; injured July 6, 1982	70.00
Daniel Lenihan, 462675, District 2; injured May 1, 1982	23.00
Torrance Lewis, 467904, District 7; injured June 15, 1982	851.75
Daniel J. Martinko, 507099, District 20; injured July 17, 1982	111.50
Steven W. Miller, 555295, District 17; injured July 30, 1982	67.75
Thomas J. Moore, 565250, Special Function Canine Unit; injured July 26, 1982	55.00

Charles E. Morgan, 567237, Training Division; injured July 22, 1982	\$	399.00
Maceo McNair, 539040, District 10; injured May 9, 1982		158.00
Paul J. Peraino, 640200, District 25; injured July 4, 1982		183.25
Clifford P. Pienta, 648247, District 9; injured July 27, 1982		162.00
Daniel J. Powers, 659594, District 11; injured February 26, 1982		289.50
Roger A. Reyes, 683155, District 10; injured February 9, 1982		77.50
Juan Rodriguez, 695121, District 15; injured July 13, 1982		281.90
Barbara A. Rowan, 703458, District 25; injured June 27, 1982		84.90
Fred E. Schnabel, 727453, Gang Enforcement North; injured June 16, 1982		148.50
Michael J. Shannon, 740347, Criminalistics Division; injured June 23, 1982		92.60
Frank W. Skorek, 753824, District 23; injured July 12, 1982		333.00
John J. Smeal, 756516, District 21; injured July 24, 1982		95.00
Edward D. Thomas, 805642, District 9; injured March 20, 1980		90.00
Eldon E. Urbikas, 826293, District 2; injured May 1, 1982		23.00
Clint Brannon, Jr., 069295, District 4; injured July 10, 1982		85.25
Freddie Carter, 111299, District 15; injured July 9, 1982		126.00
Robert T. Curry, 163118, Public Housing North; injured May 5, 1982		296.75
Richard J. DeFelice, 176526, Public Housing North; injured July 16, 1982		296.40
Richard Giancarlo, 278300, District 10; injured July 18, 1982		138.00
Michael A. Jackson, 338885, Unit 715; injured June 9, 1982		55.00
Patrick J. Hosty, 357415, District 22; injured May 6, 1982		64.00
William A. Jackson, 373109, Public Housing North; injured April 11, 1982		98.50
Allen J. Jaglowski, 374696, Property Crimes; injured May 4, 1982		87.00
Shirley M. Jobe, 382063, Public Housing North; injured June 5, 1982		212.00
Casper K. Johnson, 382384, District 18; injured June 23, 1982		1,779.78
Virgil E. Jones, 391222, Public Housing North; injured June 29, 1982		192.00
Robert F. Malinowski, 494210, District 12; injured June 2, 1982		45.00

Phil R. Mertes, 545952, Mass Transit Unit; injured May 4, 1982	\$	102.00
Joseph L. Pabon, 625533, Gang Enforcement North; injured June 19, 1982		80.50
Robert D. Reimer, 681107, District 2; injured April 22, 1982		61.00
James Rider, 686366, District 2; injured April 22, 1982		61.00
Antonio Tobias, 811545, District 11; injured September 28, 1978		70.50
Dana L. Williams, 866700, Public Housing North; injured July 20, 1982		82.60
Leonard W. Yunker, 887119, Public Housing North; injured June 23, 1982		183.00

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 expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, 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:

James Bach, 021091, District 14; injured March 6, 1982	\$	60.00
Kenneth Bell, 038416, District 22; injured March 27, 1982		503.49
Richard J. Bocian, 056392, District 4; injured July 20, 1982		71.75
Kathleen Carter, 111439, District 22; injured July 9, 1982		140.00
James Cummings, 160677, District 12; injured July 6, 1982		76.00
Eugene Daly, 168026, Violent Crimes; injured July 29, 1982		196.04
Richard DeFrancisco, 176605, District 3; injured February 22, 1981		75.00
Larry Goodson, 291325, District 19; injured June 13, 1982		17.00

Phillip Lullo, 481450, District 7; injured July 30, 1982	\$ 181.00
Robert McGaha, 527218, District 11; injured February 14, 1982	267.00
Fred C. McKinley, 535406, Violent Crimes; injured July 29, 1982	223.00
Joseph Minella, 556689, District 14; injured April 16, 1982	10,347.00
Albert Oseguera, 623520, District 16; injured May 18, 1982	1,405.00
Edwin Paschell, 633304, District 16; injured April 14, 1982	525.00
Alfred M. Perez, 640348, District 13; injured June 11, 1982	158.00
William Polk, 655080, Mass Transit Unit; injured September 26, 1981	177.00
Dennis Prowicz, 664691, District 16; injured July 8, 1982	100.00
Irving Schultz, 730536, District 17; injured July 22, 1982	376.00
Robert Taylor, 801945, District 3; injured May 25, 1982	268.50
Thomas Waller, 841432, Special Function Canine Unit; injured November 1, 1981	100.00
Edward Wegner, 853326, District 10; injured July 18, 1982	305.00
Isadore Williams, 867697, District 71; injured July 11, 1982	157.50
Virgil E. Jones, 391222, Intelligence Section; injured December 21, 1981	117.20
Michael A. Miller, 554761, Violent Crimes; injured February 11, 1982	77.50
Ronald Moore, 565099, Public Housing North; injured May 11, 1982	250.00
Albert A. Morrow, 569871, Property Crimes; injured December 17, 1981	536.00
Dennis V. Prieto, 663317, Neighborhood Relations Division; injured December 12, 1981	143.00
Alberta M. Raymond, 676077, Youth Division; injured May 31, 1982	70.50
Andrew G. Sobolewski, 764808, Gang Enforcement North; injured December 8, 1981	1,630.01
Ronald Stieben, 780990, Public Housing North; injured May 11, 1982	422.50
Leonard W. Yunker, 897119, Public Housing North; injured July 19, 1982	136.25

Authority Granted for Payment of Miscellaneous Refunds,
Compensation for Property Damages, Etc.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-48.

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 paid in full and final settlement of each claim on the date and location 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>
Ziyad R. Nather 3457 W. Bryn Mawr Chicago, Illinois 60659	1322 and 10240 Residential Parking	\$ 11.00
Gertrude Fedyk 1756 W. 35th Street Chicago, Illinois 60609	K-45500 Food	75.00
A. Guadalupe Incorporated c/o Charles D. Ingles 100 N. LaSalle Street Suite 2515 Chicago, Illinois 60602	K-37865 Liquor	669.00
Louis Bertucci 5316 S. Campbell Avenue Chicago, Illinois 60632	K-54654 Public Garage	216.00
Robert C. Appleby 3059 S. Kostner Chicago, Illinois 60623	20557 Vehicle Repair Shop	100.00
Milito's Service Station Incorporated 1106 W. Fullerton Chicago, Illinois 60614	786 Tobacco	80.00

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<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Lezak and Levy Wholesale Meat, Incorporated 3831 S. Halsted Street Chicago, Illinois 60609	30033 and 3051 Wholesale Food	\$ 250.00
Clarence Schoo 1259 W. 31st Street Chicago, Illinois 60608	4451 Tobacco	80.00
William P. Rutkowski 5717 W. Addison Street Chicago, Illinois 60634	116 Residential Parking	10.00
Juan Romero 3259 W. Cermak Road Chicago, Illinois 60623	54 Wholesale Food	60.00
Lucio Garcia 2020 S. California Avenue Chicago, Illinois 60608	K-57311 234 Wholesale Food	60.00
James De Biase 4006 N. Southport Chicago, Illinois 60613	33276 Food and Milk	85.00

Vehicle License Refunds.

Department of Finance: Account No. 300.9112.990.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Ruth M. Lewis 3916 W. Washington Street Chicago, Illinois 60624	P 344038	\$ 20.00
Robert Shavers 6013 S. Michigan Avenue Chicago, Illinois 60637	698314	20.00
Fancher Cameron 834 N. Lawler Chicago, Illinois 60651	65350	25.00
Willie Baccus 727 E. 60th Street Chicago, Illinois 60637	P 498467	20.00
Cvejanovic Lazar 521 W. Briar Place Chicago, Illinois 60657	602945	20.00
Gloria J. Noelliste 7362 N. Winchester Chicago, Illinois 60626	P 87617	20.00
Harold L. Shepard 510 E. 88th Place Chicago, Illinois 60619	P 1135439	20.00
Thomas Woods Jr. 1059 N. Leamington Chicago, Illinois 60651	P 60944	20.00

Damage to Property.

Fire Department: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Jimmie Wade 517 W. Englewood Avenue Chicago, Illinois 60621	12-25-81 517 W. Englewood Avenue	\$ 75.00

Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Robert N. Ridenour 741 W. Cornelia Apt. 2B Chicago, Illinois 60657	3-3-82 Addison and Halsted Streets	\$ 805.00
Andrew Malden 1315 E. 52nd Street Chicago, Illinois 60615	12-24-82 1316 E. 52nd Street	165.00
Ali Saad 420 E. 70th Street Apt. 11H New York, N.Y. 10021	4-3-82 1520 E. 57th Street	300.00
Aetna Life and Casualty and Henry Hess and E. Duga 230 W. Monroe Street Chicago, Illinois 60606	12-5-81 648-654 Aldine Avenue	283.75
Frank Perzanowski c/o R.J. Zeiler Sons 3660 E. 106th Street Chicago, Illinois 60617	4-6-82 68 S. Lake Shore Drive	500.00
Mary B. Fielder 3550 W. 102nd Street Evergreen Park, Illinois 60642	1-28-82 11055 S. Kedzie Avenue	148.00

Permit Refunds.

Department of Sewers: Account No. 314.9112.934.

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
James J. Malito 8437 Camelia Lane Orland Park, Illinois 60462	79583	\$ 37.50
James J. Malito 8437 Camelia Lane Orland Park, Illinois 60462	28091	236.25
James J. Malito 8437 Camelia Lane Orland Park, Illinois 60462	79582	37.50

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>
Willie F. Juett 351 W. Oak Street Chicago, Illinois 60610	7-23-80 351 W. Oak Street	\$ 575.00

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>
Bruce Paulson 549 Russell Avenue Wayzata, Mn. 55391	9-12-81 879 N. Rush Street Garage No. 5	\$ 165.00
Marcia Gerhardt 4852 W. Parker Chicago, Illinois 60639	10-9-81 Rush and Delaware	50.00
Travelers Insurance Company and Patricia Krack 175 W. Jackson Boulevard Chicago, Illinois 60604	2-5-82 5757 N. Kostner	422.22
State Farm Insurance Company and Janice Johnson 5676 S. Archer Avenue Chicago, Illinois 60638	10-1-81 5000 W. Kinzie	456.01
James Karczewski 5546 W. Warwick Avenue Chicago, Illinois 60641	3-16-82 3500 N. Central Avenue	150.00
Hans Gotling 5148 N. Clark Street Chicago, Illinois 60640	5-22-82 1150 W. Berwyn Avenue	600.00
Allstate Insurance Company and Willie Grafton P.O. Box 127 Skokie, Illinois 60077	6-3-82 7842 S. May Street	261.22
Ronald Grzeskiewicz 6368 N. Sayre Avenue Chicago, Illinois 60631	4-26-82 3330 W. Grace	235.00
Michael Turco 6801 N. Algonquin Avenue Chicago, Illinois 60646	6-16-82 Station No. 8	174.00
Vesteen Thomas 10305 S. Church Street Chicago, Illinois 60643	6-16-82 Marquette Road	63.00
Mr. and Mrs. Paul Salus 2800 E. 130th Street Chicago, Illinois 60633	4-9-82 Avenue N	1,000.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ann M. Panico 1504 N. Dearborn Parkway Apt. 310 Chicago, Illinois 60610	8-19-82 Ontario and Clark Streets	\$ 31.00
Sally Jean Matson 9866 Van Vlissingen Road Chicago, Illinois 60617	8-7-82 7535 S. Jeffrey	25.00
Mrs. Rosemarie Jahnke 1942 N. Damen Chicago, Illinois 60647	7-30-82 East of Damen on Webster	80.00

Damage to Vehicle.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Edward H. Thornton Sr. 10420 S. St. Louis Avenue Chicago, Illinois 60655	2-4-82 10446 S. St. Louis	\$ 167.00

and

Be It Further Ordered. That the Commissioner of Water is authorized 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 location by type of claim; with said amount to be charged to the activity and account specified as follows:

Refunds on Water Leaks.

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Chester Piorek 1050 N. Paulina Street Chicago, Illinois 60622	1050 N. Paulina	\$ 49.43
Michael La Coco 6605 S. Knox Avenue Chicago, Illinois 60629	3116 S. Union Avenue	23.46
Pozner Pachowicz 834 N. Greenview Avenue Chicago, Illinois 60622	834 N. Greenview Avenue	41.87

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>
Laird L. Larsen 1625 N. Dayton Street Chicago, Illinois 60614	1302 N. Bosworth	\$ 196.40

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<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Joseph Kelly 2824 W. 38th Place Chicago, Illinois 60632	2824 W. 38th Place	\$ 56.53
Helen Michalek 1925 W. Wabansia Avenue Chicago, Illinois 60622	1925 W. Wabansia Avenue	271.12
Lorene Mickles 9610 S. Genoa Avenue Chicago, Illinois 60643	9610 S. Genoa Avenue	184.08
Izell Anderson 507 E. 83rd Street Chicago, Illinois 60619	7108-7114 S. Harvard	174.05
Lillian Bailey 7644 S. Kingston Avenue Chicago, Illinois 60649	7644 S. Kingston Avenue	300.00

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGE
TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, October 14, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred September 14, 1981, and subsequently, sundry claims as follows:

Compensation for Various Refunds:

(Sept. 14, 1981)	Robert Collins
(Nov. 4, 1981)	Dwight Scott
(Nov. 30, 1981)	Ida Rodell
(Nov. 30, 1981)	Jerome T. Walters
(Dec. 11, 1981)	Henry Brown
(Jan. 14, 1982)	Timothy Rodyiejewski
(March 2, 1982)	Luis Franco
(March 19, 1982)	Seville Motel
(May 5, 1982)	Ofelia S. Pena
(May 5, 1982)	Lee Nelson
(May 5, 1982)	Ali Abukhdair
(May 18, 1982)	D. E. Morrissey
(June 9, 1982)	Frank De Angelis
(June 30, 1982)	David Cowan
(June 30, 1982)	Mary Zavala
(June 30, 1982)	Edward A. Strama
(July 15, 1982)	Ocie L. Asberry
(July 15, 1982)	Billie W. Adams
(July 15, 1982)	Mario I. Ochoa
(July 15, 1982)	Nadia Matarieh
(July 22, 1982)	Lillian D. Nelson
(July 22, 1982)	E. T. Bardo
(July 1, 1981)	Ralph Pingel, c/o Astro Realty

Compensation for Damage to Vehicles:

(Feb. 10, 1982)	Allstate Insurance Company and Frank Cesario
(Feb. 10, 1982)	Robert L. Holivay
(May 18, 1982)	Allstate Insurance Company and Irene Bianchi
(May 27, 1982)	State Farm Insurance Company and Jesse Flores
(June 9, 1982)	Fireman's Fund and Sheryl Tucker
(June 9, 1982)	Lawrence W. Watkins
(June 30, 1982)	Home Insurance Company and Jerry Keeling
(June 30, 1982)	Tonya Dunsing
(July 15, 1982)	Allstate Insurance Company and Richard Turner
(July 15, 1982)	Rebecca G. Ramos
(July 15, 1982)	Prudential Property and Casualty and Dolores Drew
(July 22, 1982)	J. C. Penney Casualty Insurance Company and Odell McFarland, Jr.
(Sept. 15, 1982)	Mario P. Veltri, Jr.
(Sept. 15, 1982)	James R. Armbruster
(Sept. 15, 1982)	American Int'l. Adj. Co. of Ill. Inc. and John Gianakopoulos
(Sept. 15, 1982)	Catherine Collins
(Sept. 15, 1982)	Standard Mutual Insurance Company and Norbert J. and Marilyn Gaynes
(Sept. 15, 1982)	Joseph F. Slater
(Sept. 15, 1982)	L. P. Siegel
(Sept. 15, 1982)	Security Mutual Casualty Company and Regina Dickerson
(Sept. 15, 1982)	Harvey P. Nutter
(Sept. 15, 1982)	Montgomery Ward Insurance Company and Carlo Escobal
(Sept. 15, 1982)	Parvin Mirabadi
(Sept. 15, 1982)	Joseph P. Michihara
(Sept. 15, 1982)	Janice Marino
(Sept. 15, 1982)	Rodney Lester
(Sept. 15, 1982)	Susan D. Myczek
(Sept. 15, 1982)	Kemper Insurance Company and John Cavanaugh
(Sept. 15, 1982)	Dominck Capparelli
(Sept. 15, 1982)	American Int'l. Adj. Co., Inc. and Jerry Kulas
(Sept. 15, 1982)	Rebekah Lynn Gerth
(Sept. 15, 1982)	Marshall Dusenbury
(Sept. 15, 1982)	Allstate Insurance Company and Miguel Fernandez
(Sept. 15, 1982)	Mattie J. Hill
(Sept. 15, 1982)	Lawrence D. Green
(Sept. 15, 1982)	Walter P. Globis
(Sept. 15, 1982)	Carl M. Crenetz
(Sept. 15, 1982)	Patrick Connors
(Sept. 15, 1982)	Louis Galimore
(Sept. 15, 1982)	Allstate Insurance Company and Norman Dunigan
(Sept. 15, 1982)	Victor J. Frankiewicz
(Sept. 15, 1982)	Allstate Insurance Company and Dance Nogie

Compensation for Personal Injuries:

(Sept. 15, 1982)	Iantha Thompson
(Sept. 15, 1982)	Carol Scott
(Sept. 15, 1982)	Velma Wade
(Sept. 15, 1982)	John Scott Price
(Sept. 15, 1982)	Josephine H. Prangl
(Sept. 15, 1982)	Catherine E. Jurgil
(Sept. 15, 1982)	Nicholas Costello, c/o Attorney Mark J. Kupiec
(Sept. 15, 1982)	Dorothy F. Banknieder
(Sept. 15, 1982)	Sundra Erving

Compensation for Damage to Property:

(May 18, 1982)	Michael Pignato/Masonry
(June 9, 1982)	Rosalie Gavin
(June 30, 1982)	Terrence E. Mangan
(Sept. 15, 1982)	Lucile A. Hughes
(Sept. 15, 1982)	Margaret Waters
(Sept. 15, 1982)	Leo F. Lesniak
(Sept. 15, 1982)	Marjorie A. Johnson
(Sept. 15, 1982)	Nadine L. Cohn
(Sept. 15, 1982)	William H. Frankel
(Sept. 15, 1982)	Robert Sargis
(Sept. 15, 1982)	Gerald F. Blazek
(Sept. 15, 1982)	Mrs. Patrick Murray

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

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

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

Failed to Pass--THREE PROPOSED ORDERS TO AUTHORIZE
CANCELLATION OF WARRANTS FOR COLLECTION FOR
PRIVATE FIRE ALARM BOX MAINTENANCE.

The Committee on Finance submitted a report recommending that the City Council do not pass three proposed orders transmitted therewith, authorizing cancellation of warrants for collection for private fire alarm box maintenance.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Said orders which failed to pass read as follows (the *Italic heading in each case not being a part of the order*):

Children's Memorial Hospital.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. F2-200044, in the amount of \$20.00 for annual maintenance and operating cost of two (2) private fire alarm boxes, charged against Children's Memorial Hospital, No. 2300 N. Children's Plaza.

LaRabida Children's Hospital and Research Center.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. F2-200103 in the amount of \$10.00 for annual maintenance and operating cost of one private fire alarm box, charged to LaRabida Children's Hospital and Research Center, No. 6500 S. Promontory Drive.

Columbus-Cuneo-Cabrini Medical Center (Frank Cuneo Memorial Hospital).

ORDERED, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. F2-20058, in the amount of \$20.00 for annual maintenance and operating cost of "2 private fire alarm boxes", charged against Columbus-Cuneo-Cabrini Medical Center (Frank Cuneo Memorial Hospital), No. 750 W. Montrose Avenue.

*Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
THE BOARD OF EDUCATION LEVY OF TAXES FOR THE
1982-1983 FISCAL YEAR.*

The Committee on Finance submitted the following report, which was, on motion of Aldermen Frost and Marzullo, *Deferred* and ordered published:

CHICAGO, October 14, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Board of Education transmitting a proposed Ordinance authorizing the Levy of Taxes for the 1982-1983 Fiscal Year in the amount of \$413,103,753.00 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

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

Levy of Taxes for the Fiscal Year 1982-1983 For School Purposes
of The Board of Education of the City of Chicago.

Whereas, The Board of Education of the City of Chicago at an adjourned regular meeting held August 31, 1982, duly adopted the amended School Budget of the Board of Education of the City of Chicago for the fiscal year 1982-1983 commencing September 1, 1982 and ending August 31, 1983, which budget contains the actual or estimated liabilities of previous years and estimates of all expenditures or charges to be made or incurred during said fiscal year 1982-1983 for any of the purposes for which said Board of Education is authorized by law to make expenditures, and also detailed estimates of all balances available at the beginning of said fiscal year 1982-1983, for expenditures during the fiscal year 1982-1983, and also detailed estimates of all current revenue applicable to expenditures or charges to be made or incurred during said fiscal year 1982-1983, including all taxes, contributions, rents, fees, perquisites and all other types of revenue; and

Whereas, Said budget also contains the appropriations to defray all estimated expenditures and liabilities of the Board of Education of the City of Chicago, to be paid or incurred during the fiscal year commencing September 1, 1982; and

Whereas, The items appropriated for and the objects and purposes for the same are therein and thereby specified for each of the several funds, organizations, units, purposes or objects, including liabilities incurred during previous years, which School Budget is herein referred to and made a part hereof and which is now on file in the Office of the Secretary of the Board of Education; and

Whereas, Thereafter at the regular meeting held October 13, 1982, the Board of Education of the City of Chicago duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1982-1983, which resolution is in words and figures as follows:

*"Order, Demand and Direction Tax Levy for the Fiscal
Year 1982-1983.*

Resolved, and it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1982-1983 (September 1, 1982 through August 31, 1983) upon the equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes, a school tax for Building Purposes and the Purchase of School Grounds, a school tax for the Purpose of Furnishing Free Textbooks in the Public Schools, a school tax for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, a school tax for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Worker's Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the

Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

For Educational Purposes	\$ 212,626,586.00
For Building Purposes and the Purchase of School Grounds	59,429,791.00
For the Purpose of Furnishing Free Textbooks in the Public Schools	14,527,282.00

For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School	\$	7,923,972.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund		45,487,637.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act		14,166,667.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School	\$	614,926.00
For estimated loss and cost of collection and deferred collections	25,622.00	640,548.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School	477,405.00	
For estimated loss and cost of collection and deferred collections	19,892.00	497,297.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3 Walt Disney School	1,091,545.00	
For estimated loss and cost of collection and deferred collections	45,481.00	1,137,026.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School	831,276.00	
For estimated loss and cost of collection and deferred collections	34,637.00	865,913.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	702,795.00	
For estimated loss and cost of collection and deferred collections	29,283.00	732,078.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	477,457.00	
For estimated loss and cost of collection and deferred collections	19,894.00	497,351.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,194,429.00	
For estimated loss and cost of collection and deferred collections	49,768.00	1,244,197.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School	\$ 1,005,897.00	
For estimated loss and cost of collection and deferred collections	41,912.00	\$ 1,047,809.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	1,709,825.00	
For estimated loss and cost of collection and deferred collections	71,243.00	1,781,068.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	1,296,130.00	
For estimated loss and cost of collection and deferred collections	54,005.00	1,350,135.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	1,265,157.00	
For estimated loss and cost of collection and deferred collections	52,715.00	1,317,872.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	999,610.00	
For estimated loss and cost of collection and deferred collections	41,650.00	1,041,260.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	794,368.00	
For estimated loss and cost of collection and deferred collections	33,099.00	827,467.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,198,300.00	
For estimated loss and cost of collection and deferred collections	49,929.00	1,248,229.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan. Ryan	1,123,414.00	
For estimated loss and cost of collection and deferred collections	46,809.00	1,170,223.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	609,563.00	
For estimated loss and cost of collection and deferred collections	25,398.00	634,961.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	828,652.00	

For estimated loss and cost of collection and deferred collections	\$ 34,527.00	\$ 863,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1967	1,316,973.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	54,874.00	1,371,847.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1967	3,368,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	140,335.00	3,508,370.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1971	1,228,972.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	51,207.00	1,280,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1971	1,521,585.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	63,399.00	1,584,984.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1972	2,167,717.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	90,322.00	2,258,039.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1973	1,917,804.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	79,909.00	1,997,713.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1973	2,067,145.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	86,131.00	2,153,276.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1974	2,295,057.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	95,627.00	2,390,684.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1975	3,974,926.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	165,622.00	4,140,548.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1975	1,324,975.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	55,207.00	1,380,182.00

For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds, Second Series of 1975	\$ 4,061,462.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	169,228.00	\$ 4,230,690.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Second Series of 1975	2,106,810.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	87,784.00	2,194,594.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Series of 1976	3,305,438.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	137,726.00	3,443,164.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1977	2,692,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	112,168.00	2,804,203.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1977	1,346,017.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	56,084.00	1,402,101.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1978	1,417,111.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	59,046.00	1,476,157.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1978	4,251,335.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	177,139.00	4,428,474.00

as said purposes and amounts are further included in the School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1982 and ending August 31, 1983, which School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1982, has been duly adopted by said Board of Education of the City of Chicago, which is herein referred to and made a part of hereof, and which is now on file in the Office of the Secretary of the Board of Education of the City of Chicago; and

Be It Further Resolved that formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the Fiscal Year commencing September 1, 1982 and ending August 31, 1983; and

Be It Further Resolved that the total amount of said levy of school taxes of Four Hundred Thirteen Million, One Hundred Three Thousand, Seven Hundred Fifty-three Dollars (\$413,103,753.00) for said fiscal year beginning September 1, 1982 and ending August 31, 1983 shall be certified to the County Clerks of Cook and DuPage Counties, respectively.

Be It Further Resolved that the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof." and

Whereas, Thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago; now, therefore,

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

Section 1. That the sum of Four Hundred Thirteen Million, One Hundred Three Thousand, Seven Hundred Fifty-three Dollars (\$413,103,753.00), being the total of the appropriations heretofore legally made by the Board of Education of the City of Chicago which are to be collected from the tax levy for the current fiscal year 1982-1983 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes, for Building Purposes and the Purchase of School Grounds, for the Purpose of Furnishing Free Textbooks in the Public Schools, for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose

of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Commission Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

	<i>Amounts To Be Included In Tax Levy</i>
For Educational Purposes	\$ 212,626,586.00
For Building Purposes and the Purchase of School Grounds	59,429,791.00
For the Purpose of Furnishing Free Textbooks in the Public Schools	14,527,282.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School	7,923,972.00

	<i>Amounts To Be Included In Tax Levy</i>	
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund	\$	45,487,637.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act		14,166,667.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School	\$	614,926.00
For estimated loss and cost of collection and deferred collections	25,622.00	640,548.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School	477,405.00	
For estimated loss and cost of collection and deferred collections	19,892.00	497,297.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School	1,091,545.00	
For estimated loss and cost of collection and deferred collections	45,481.00	1,137,026.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School	831,276.00	
For estimated loss and cost of collection and deferred collections	34,637.00	865,913.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	702,795.00	
For estimated loss and cost of collection and deferred collections	29,283.00	732,078.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	477,457.00	
For estimated loss and cost of collection and deferred collections	19,894.00	497,351.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,194,429.00	
For estimated loss and cost of collection and deferred collections	49,768.00	1,244,197.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School	1,005,897.00	
For estimated loss and cost of collection and deferred collections	41,912.00	1,047,809.00

*Amounts To Be Included
In Tax Levy*

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	\$ 1,709,825.00	
For estimated loss and cost of collection and deferred collections	71,243.00	\$ 1,781,068.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	1,296,130.00	
For estimated loss and cost of collection and deferred collections	54,005.00	1,350,135.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	1,265,157.00	
For estimated loss and cost of collection and deferred collections	52,715.00	1,317,872.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	999,610.00	
For estimated loss and cost of collection and deferred collections	41,650.00	1,041,260.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	794,368.00	
For estimated loss and cost of collection and deferred collections	33,099.00	827,467.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,198,300.00	
For estimated loss and cost of collection and deferred collections	49,929.00	1,248,229.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan	1,123,414.00	
For estimated loss and cost of collection and deferred collections	46,809.00	1,170,223.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	609,563.00	
For estimated loss and cost of collection and deferred collections	25,398.00	634,961.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	828,652.00	
For estimated loss and cost of collection and deferred collections	34,527.00	863,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1967.	1,316,973.00	

	<i>Amounts To Be Included In Tax Levy</i>	
For estimated loss and cost of collection, deferred collections and abatements of such tax	\$ 54,874.00	\$ 1,371,847.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1967.	3,368,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	140,335.00	3,508,370.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1971.	1,228,972.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	51,207.00	1,280,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1971.	1,521,585.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	63,399.00	1,584,984.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1972.	2,167,717.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	90,322.00	2,258,039.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1973.	1,917,804.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	79,909.00	1,997,713.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1973.	2,067,145.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	86,131.00	2,153,276.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1974.	2,295,057.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	95,627.00	2,390,684.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1975.	3,974,926.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	165,622.00	4,140,548.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1975.	1,324,975.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	55,207.00	1,380,182.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds, Second Series of 1975.	4,061,462.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	169,228.00	4,230,690.00

*Amounts To Be Included
In Tax Levy*

For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Second Series of 1975.	\$ 2,106,810.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	87,784.00	\$ 2,194,594.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Series of 1976.	3,305,438.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	137,726.00	3,443,164.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1977.	2,692,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	112,168.00	2,804,203.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1977.	1,346,017.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	56,084.00	1,402,101.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1978.	1,417,111.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	59,046.00	1,476,157.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1978.	4,251,335.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	177,139.00	4,428,474.00

Section 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

Section 3. The County Clerks of Cook and DuPage Counties, respectively, shall extend the school taxes in the amounts and for the purpose hereinabove set forth in the Order, Demand and Direction as hereinabove set forth in this school tax levy ordinance.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

Placed on File--A COMMUNICATION FROM THE DEPARTMENT OF LAW
CONCERNING SETTLEMENTS MADE OR JUDGMENTS ENTERED AGAINST
THE CITY OF CHICAGO FOR THE MONTH OF AUGUST, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law transmitting settlements made or judgments entered against the City of Chicago for the month of August, 1982.

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

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

Approval Given to Mayor's Appointment of Mr. James H. Lowry
as a Member of the Chicago Public Library Commission.

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

CHICAGO, October 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 30, 1982, a communication signed by Honorable Jane M. Byrne, Mayor, appointing Mr. James H. Lowry as a Member of the Chicago Public Library Commission to succeed Mr. Stanley Balzekas, Jr., for a term ending July 1, 1985, begs leave to recommend that your Honorable Body *Approve* the said appointment of Mr. Lowry.

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

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

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said appointment of Mr. James H. Lowry was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-47.

Nays--None.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

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

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

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

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

<i>Alderman</i>	<i>Location</i>
Nardulli (26th Ward)	W. Fry Street, at Nos. 1123-1127--8:00 A.M. to 5:00 P.M.-- Monday through Friday;
Merlo (44th Ward)	N. Halsted Street, at No. 3411-- 8:00 A.M. to 11:00 P.M.

Referred--PROPOSED ORDINANCE TO DISCONTINUE LOADING
ZONE AT NO. 1631 N. HALSTED ST.

Alderman Natarus (42nd Ward) presented a proposed ordinance to discontinue the loading zone at No. 1631 N. Halsted Street from 8:00 A.M. to 6:00 P.M. on Monday through Saturday; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT
OF VEHICULAR TRAFFIC TO SINGLE DIRECTION
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, 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>
Sawyer (6th Ward)	East-west alley between E. 94th, E. 95th Streets, S. Wabash Avenue and S. State Street -- westerly;
Farina (36th Ward)	First east-west alley north of W. Diversey Avenue between N. Parkside and N. Mango Avenues --westerly;
Damato (37th Ward)	N. Lockwood Avenue between W. Chicago and W. North Avenues --northerly.

Referred--PROPOSED ORDER TO INSTALL PARKING METERS
ON PORTION OF W. HURON ST.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of parking meters on both sides of W. Huron Street between N. Sedgwick and N. Orleans Streets; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCES TO LIMIT PARKING OF
VEHICLES AT SPECIFIED TIMES AND LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified during the hours designated, 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>
Farina (36th Ward)	W. Grand Avenue (south side) at No. 6011 -- one hour parking -- 9:00 A.M. to 4:00 P.M.,
	W. Grand Avenue (south side) at No. 6015 -- one hour parking -- 9:00 A.M. to 4:00 P.M.,
Laurino (39th Ward)	W. Montrose Avenue (north side) between N. Kimball Avenue and N. Bernard Street -- one hour parking --8:00 A.M. to 4:00 P.M.-- Monday through Friday.

*Referred--*PROPOSED ORDINANCE TO DESIGNATE AS A SERVICE
DRIVE, ETC. PORTION OF W. BERENICE AV.

Alderman Clewis (45th Ward) presented a proposed ordinance to designate as a service drive and to establish diagonal parking on the north side of W. Berenice Avenue from N. Cicero Avenue to the first alley east thereof; 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>
Evans (4th Ward)	S. East End Avenue from a point 450 feet north of E. Hyde Park Boulevard to a point 450 feet south of E. 50th Street;
Bloom (5th Ward)	E. 55th Street (south side) from S. Kenwood Avenue to a point 160 feet west thereof;
	E. 55th Street (south side) from a point 90 feet east of S. Kenwood Avenue to S. Dorchester Avenue;
Majerczyk (12th Ward)	W. 37th Place, at No. 2521 (except for handicapped);
Lipinski (23rd Ward)	S. McVicker Avenue (east side) from S. Archer Avenue to the first alley north thereof;

Hagopian (30th Ward)	N. Keating Avenue (west side) at No. 3436 (except for handicapped);
Damato (37th Ward)	N. Cicero Avenue at No. 1639 (tow-away zone);
Cullerton (38th Ward)	N. Osceola Avenue, at No. 3834 (except for handicapped);
Natarus (42nd Ward)	W. Grand Avenue, at No. 370 (at either side of driveway); N. Halsted Street, at No. 1631;
Stone (50th Ward)	N. Claremont Avenue (east side) at No. 6421 (except for handicapped).

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

Alderman Lipinski (23rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the east side of S. Keeler Avenue from W. 44th to W. 46th Streets; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO ESTABLISH A RESIDENTIAL PARKING DISTRICT ON PORTION OF W. 53RD PL. AT ALL TIMES.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to establish a residential parking district on the south side of W. 53rd Place from a point 250 feet east of S. Long Avenue to a point 75 feet east thereof; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS TO DESIGNATE RESIDENTIAL PARKING DISTRICTS DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

Alderman Lipinski (23rd Ward) presented three proposed orders to designate residential parking districts on the public ways, at the locations and for the times and distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Public Way</i>	<i>Location, Distance and Time</i>
S. Kenneth Avenue (both sides)	In the 5100 block -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
S. Nottingham Avenue (both sides)	From W. 56th Street to W. 57th Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
W. 57th Street (north side)	From S. Nottingham Avenue to the first alley east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

Referred--PROPOSED ORDER TO AMEND RESIDENTIAL PARKING DISTRICT ZONE 1 HOURS ON SUNDRY PUBLIC WAYS.

Alderman Laurino (39th Ward) presented a proposed order to extend the hours for residential parking

only in District Zone 1 to be until 8:00 P.M. (instead of 6:00 P.M.) on portions of N. Central Park, N. Drake, W. Bryn Mawr, N. St. Louis, W. Catalpa, W. Balmoral and W. Hollywood Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO AMEND RESIDENT PERMIT
 PARKING DISTRICT 11 ON PORTION OF W. 56TH ST.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to establish residential parking on W. 56th Street (both sides) between S. Harlem Avenue and the first alley west of S. Nordica Avenue -- Resident Permit Parking District 11--from 8:00 A.M. to 6:00 P.M. on Monday through Friday (instead of between S. Harlem and S. Nordica Avenues from 8:00 A.M. to 8:00 P.M.) which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCES TO IMPOSE SPEED
 LIMITS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented a proposed ordinance to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

<i>Alderman</i>	<i>Street and Speed Limit</i>
Huels (11th Ward)	W. 33rd Street between S. Halsted Street and S. Lituania Avenue -- 20 miles per hour;
Stone (50th Ward)	N. Wolcott Avenue between W. Pratt and W. Touhy Avenues -- 20 miles per hour.

*Referred--*PROPOSED ORDERS FOR INSTALLATION
 OF TRAFFIC-CONTROL SIGNALS.

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

<i>Alderman</i>	<i>Location of Signals</i>
Martinez (31st Ward)	W. Wabansia and N. California Avenues;
Rittenberg (40th Ward)	W. Catalpa and N. Lincoln Avenues.

*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>
Shaw (9th Ward)	W. 126th Street and S. Stewart Avenue - -- "Stop";
Huels (11th Ward)	S. Hermitage Avenue and W. 36th Street -- "Stop";

Majerczyk (12th Ward)	W. 38th Street and S. Wolcott Avenue -- "Stop";
	W. 44th Street and S. Francisco Avenue - - "3-Way Stop";
	W. 46th Street and S. Richmond Avenue - - "Stop";
Madrzyk (13th Ward)	S. Springfield Avenue and W. 70th Street -- "Stop";
Sheahan (19th Ward)	W. 96th Street and S. Winchester Avenue -- "3-Way Stop";
	W. 109th and S. Rockwell Streets --"5- Way Stop";
	W. 109th Street and S. Trumbull Avenue - - "4-Way Stop";
	W. 110th Street and S. Hamlin Avenue -- "4-Way Stop";
	W. 114th Street and S. Homan Avenue - - "4-Way Stop";
Stemberk (22nd Ward)	W. 24th Street and S. Millard Avenue -- "3- Way Stop";
	W. 28th Street and S. Karlov Avenue -- "3- Way Stop";
Lipinski (23rd Ward)	S. Kildare Avenue and W. 54th Street -- "Stop";
	Entrances to the north-south alley bounded by W. 47th, W. 48th Streets, S. Komensky Avenue and S. Pulaski Road -- "No Thru Traffic";
	W. 48th Street and S. Harding Avenue -- "Stop";
	W. 54th Street and S. Meade Avenue -- "Stop";
Hagopian (30th Ward)	W. Crystal Street and N. Kildare Avenue - - "Stop";
	W. Wellington and N. Lamon Avenues -- "Stop";
Martinez (31st Ward)	W. Hirsch Street and N. Avers Avenue -- "2-Way Stop";
Frost (34th Ward)	S. Wallace and W. 106th Streets --"Stop";
	W. 107th Place and S. Princeton Avenue - - "No Outlet";
Cullerton (38th Ward)	W. Byron Street and N. Lockwood Avenue -- "2-Way Stop";
	W. Dakin Street and N. Lockwood Avenue -- "2-Way Stop";

	W. Patterson and N. Lavergne Avenues - - "2-Way Stop";
Cullerton (38th Ward) and Farina (36th Ward)	N. Sayre Avenue and W. School Street -- "2-Way Stop";
Natarus (42nd Ward)	E. Grand Avenue and N. Seneca Street -- "3-Way Stop";
Merlo (44th Ward)	South entrance of the north-south alley lying west of the premises located at No. 1544 W. Henderson Street.

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT
OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

Alderman Majerczyk (12th Ward) presented two proposed ordinances to fix a weight limit of five tons for trucks and commercial 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>
W. 36th Street	Between S. California and S. Sacramento Avenues;
W. 38th Street	Between S. California and S. Kedzie Avenues.

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY
PARTICULAR AREAS.

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

BY ALDERMAN RAY (27th Ward):

To classify as a C2-3 General Commercial District instead of a B5-3 General Service District the area shown on Map No. 1-G bounded by

the alley next north of and parallel to W. Madison Street; N. Ogden Avenue; W. Madison Street; and N. Ashland Avenue.

BY ALDERMAN DAMATO (37th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 3-M bounded by

W. North Avenue; N. Mason Avenue; the alley next south of W. North Avenue; and N. Austin Avenue.

BY ALDERMAN AXELROD (46th Ward):

To classify as a B3-3 General Retail District instead of a C2-3 General Commercial District the area shown on Map No. 11-G the area bounded by

a line 40 feet south of and parallel to W. Wilson Avenue; the east line of the right of way of the Chicago, Milwaukee and St. Paul Railroad; a line 650 feet south of and parallel to W. Wilson Avenue; N. Broadway; W. Montrose Avenue; and the west line of the right of way of the Chicago, Milwaukee and St. Paul Railroad.

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:

<i>Alderman</i>	<i>Claimant</i>
Majerczyk (12th Ward)	Jerome James Kochan.
Sheahan (19th Ward)	John J. Cusic, Thomas T. Gushes, Lawrence Nitsche, Marcia Schwarz, Richard Vidales.
Lipinski (23rd Ward)	Sylvia Dziura.
Nardulli (26th Ward)	William F. Haines, M. Sasko.
Oberman (43rd Ward)	Marcus Pollner.
Schulter (47th Ward)	Richard or Fred Dibbern.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

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

Presented by

ALDERMAN ROTI (1st Ward):

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

A proposed ordinance to grant permission and authority to Wieboldt Stores, Inc. to maintain and use four privileged uses of various public ways, namely, a fifteen-story covered bridge over N. Holden Court, the subway connection to the Washington-Madison-State Streets subway station, four levels of subsurface space (vaults) under N. Holden Court, and three levels of subsurface space (vaults) under N. State, N. Wabash and E. Madison Streets.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to the Board of Trustees of the University of Illinois to construct, maintain and use a canopy attached to the building or structure located at No. 400 S. Peoria Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN EVANS (4th Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

- No. 4463 S. Ellis Avenue and
- No. 4465 S. Ellis Avenue

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

- No. 4463 S. Ellis Avenue and
- No. 4465 S. Ellis Avenue

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--49.

Nays--None.

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

Presented by

ALDERMAN SHAW (9th Ward):

Referred--PROPOSED ORDINANCE TO PROHIBIT PEOPLES GAS, LIGHT AND COKE CO. FROM DIGGING UP CITY STREETS WITHOUT PRIOR ALDERMANIC APPROVAL.

A proposed ordinance to prohibit Peoples Gas, Light and Coke Company from digging up City of Chicago streets without prior aldermanic approval (except in an emergency).--*Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN HUELS (11th Ward):

Congratulations Extended to Father Robert McLaughlin and Our Lady of Good Counsel Parish on Occasion of Their 80th Anniversary.

A proposed resolution reading as follows:

WHEREAS, Our Lady of Good Counsel Roman Catholic Church, located at 3528 South Hermitage Avenue, in Chicago's Bridgeport neighborhood was founded in 1901, and is celebrating its 80th Anniversary this year; and

WHEREAS, Our Lady of Good Counsel Church was the first English speaking parish to serve the area; its church, school and hall having been built during the pastorate of Father Bulfin, pastor from 1901 to 1908; and

WHEREAS, The grammar school opened in 1903 by the Dominican Sisters to educate the children of the parish and these Sisters have continued to educate many of the children in the community for the last eighty years; and

WHEREAS, Under the pastorates of Father John Feeley (1908-1913), Father Edward O'Donnell (1913-1923), Father Thomas Small (1923-1932), Father James D. Hishen (1932-1934), Father C. J. Quille (1934-1963), and Father Richard J. O'Donnell, Pastor Emeritus (1963-1980) and Father Robert McLaughlin the present pastor serving Our Lady of Good Counsel since January, 1981; and

WHEREAS, The history of Our Lady of Good Counsel Church is reflective of the highest aspirations, goals and dreams of the people of the area it has served; and

WHEREAS, Throughout its history Our Lady of Good Counsel parishioners have not only actively participated in life in the community, but have actively participated in the professional, academic, religious, governmental and business world. The honor roll of service to God, City, County, State and Nation is replete with names of Our Lady of Good Counsel's parishioners; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, and the City Council assembled this 15th day of October, 1982, do hereby congratulate Father Robert McLaughlin and the entire Our Lady of Good Counsel Parish on their 80th Anniversary and wish the Pastor, the Priest, Sisters and the parishioners many years of continued success, health and all of God's Blessings.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGN.

A proposed order to issue a permit to Chicago Heights Carrier for the installation of an illuminated sign to project over the premises at No. 1541 W. Garfield Boulevard (McDonald's).--*Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERWOMAN BARDEN (16th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Lloyds Lounge, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 6056 S. Racine Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN KELLEY (20th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGNS.

A proposed order to issue a permit to Chicago Heights Carrier Electric for the installation of two illuminated signs to project over the premises at No. 6560 S. Stony Island Avenue (McDonald's).--
Referred to the Committee on Buildings and Zoning.

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.

Also a proposed order to grant permission to Peterson's Termite and Pest Control, No. 559 E. 63rd Street, for the conduct of a sidewalk sale alongside said premises on S. St. Lawrence Avenue for the period of October 11-18, 1982.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED RESOLUTION URGING PRESIDENT REAGAN
AND U. S. CONGRESS TO TERMINATE ECONOMIC AND
MILITARY AID TO ISRAEL.

Also a proposed resolution urging President Reagan and the United States Congress to immediately terminate all economic and military aid to Israel until the Israeli government accepts the peace initiatives offered by President Reagan.--*Referred to the Committee on Intergovernmental Relations.*

Presented by

ALDERMAN LIPINSKI (23rd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGN.

A proposed order to issue a permit to D/F Grate Signs for the installation of a double-faced illuminated sign to project over the sidewalk at No. 5315 S. Pulaski Road (Green Light Restaurant and Lounge).--
Referred to the Committee on Buildings and Zoning.

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2241 W. Roosevelt Road (fire gutted) 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. 2241 W. Roosevelt Road (fire gutted) 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 Marzullo, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Presented by

ALDERMAN RAY (27th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Four 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:

Henry Juracic, d/b/a Mutual Marketplace, Nos. 920-924 W. Fulton Market;

John R. Morreale Co., No. 216 N. Peoria Street;

National Beef and Provisions, Inc., No. 310 N. Peoria Street;

United Packing Company, Nos. 1152-1154 W. Fulton Street.

Presented by

ALDERMAN DAVIS (29th Ward):

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

A proposed ordinance to grant permission and authority to Loretto Hospital to maintain and use a water service line and a shut-off valve to supply water to the addition in the rear of the building located at No. 645 S. Central Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDERS FOR PERMISSION TO CONDUCT
SIDEWALK SALES.

Also two proposed orders to grant permission for the conduct of sidewalk sales, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Henry Harris, No. 4921 W. Adams Street--for the conduct of a sidewalk sale in the 200 block of S. Cicero Avenue for the period of October 28-29, 1982;

Peterson Termite and Pest Control Company, c/o David Peterson, No. 4813 W. Harrison Street--for the conduct of a sidewalk sale for the period of October 29-November 5, 1982.

Presented by

ALDERMAN MELL (33rd Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.

A proposed order to grant permission to Boston Department Store, c/o Mel Ashman, No. 2010 N. Milwaukee Avenue, for the conduct of a sidewalk sale for the period of October 14-17, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN FARINA (36th Ward):

**Congratulations Extended to Chicago Hornets, Amateur
Baseball Team, on Their Many Accomplishments.**

A proposed resolution reading as follows:

WHEREAS, The Chicago Hornets, an amateur baseball team, has won the Fort Wayne Regional Championship in the National Amateur Baseball Federation Tournament; and

WHEREAS, The team is based at Riis Park, Chicago, Illinois; and

WHEREAS, They won second place in the National World Series; and

WHEREAS, The Chicago Hornets are led and inspired by Manager Denny Graziano, Coach Joe Kurzeja and Player-coach Bill Sievers; and

WHEREAS, The Chicago Hornets have proved their supremacy over the 1200 National baseball teams from all over the country; and

WHEREAS, The Chicago Hornets, the Chicago's National Amateur Baseball Federation champions, won the Regional Crown by defeating the Fort Wayne, (Indiana) team 4-3; and

WHEREAS, The team went undefeated in five games in regional play in Fort Wayne, Indiana; and

WHEREAS, The Hornets then advanced as one of the nationwide teams to compete in the World Series in Louisville, Kentucky; and

WHEREAS, The Hornets won four out of five games in the double-elimination tournament for the honor to play Birmingham, Alabama, in the championship game; and

WHEREAS, The Hornets through the season and World Series has shown people across the country the "I WILL" spirit of Chicago; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council in meeting this 15th day of October, 1982, do hereby express their pride in and admiration for the Chicago Hornets, and request that the citizens of the great City of Chicago also applaud the accomplishments of this fine team; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Hornets.

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*.

Presented by

ALDERMAN DAMATO (37th Ward):

**Congratulations Extended to Judge and Mrs. Frank Orlando on Occasion
of Their 25th Wedding Anniversary.**

A proposed resolution reading as follows:

WHEREAS, Judge Frank and Doris Orlando are celebrating their 25th wedding anniversary on October 20, 1982, with their two children, Matthew and Francesca; and

WHEREAS, Judge Frank Orlando has been recognized for his judicial ability in the handling and settling of small claims in the northwest suburbs of Chicago; and

WHEREAS, Judge Orlando has been recognized by the American Legion for his sterling and devoted activities on behalf of constitutional law, having served as a delegate on behalf of the Corporation Counsel's office in the National Institute of Municipal Lawyers; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on the 15th day of October, 1982, do hereby officially extend our congratulations to Judge Frank and Doris Orlando on their 25th wedding anniversary and extend to them our best wishes to carry on their dedicated work in the judiciary, in the community and on behalf of mankind; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Judge Frank and Doris Orlando.

Alderman Damato 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 Damato, the foregoing proposed resolution was *Adopted*.

—
**Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.**

Also a proposed order for issuance of a permit to James and Courtney Couch to maintain and use an existing canopy attached to the building or structure located at No. 5701 W. Division Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
Presented by

ALDERMAN CULLERTON (38th Ward):

**Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 86 OF MUNICIPAL
CODE CONCERNING REGISTRATION OF ELECTRICAL CONTRACTORS.**

A proposed ordinance to amend Chapter 86 of the Municipal Code of the City of Chicago by deleting the existing Section 86-17 in its entirety and inserting in lieu thereof a new Section 86-17 concerning registration of electrical contractors.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN RITTENBERG (40th Ward) and OTHERS:

Commendation and Appreciation Extended to Police Beat Representatives and Many Volunteers for Dedication and Devotion to the Welfare of Their Fellow Citizens during Tylenol Poisoning Crisis.

A proposed resolution, presented by Aldermen Rittenberg, Roti, Barnett, Evans, Madrzyk, Burke, Streeter, Sheahan, Sherman, Hagopian, Martinez, Mell, Farina, Cullerton, Laurino, Pucinski, Natarus, Merlo, Axelrod, Volini, Orr and Stone, reading as follows:

WHEREAS, The City of Chicago facing a serious and emergency health hazard caused by Tylenol poisoning on October 2, 1982; and

WHEREAS, The City in an effort to inform the public and mobilize its resources to prevent further harm took extraordinary measures; and

WHEREAS, The Chicago Police Department's Beat Representative Program was mobilized in the aforesaid efforts throughout the entire City and through the Beat Representative Coordinators in the following districts:

2. Dasie Green
3. Gladys Ratliff
4. James Cullom
5. Joseph Grinnard
6. Ben Woodson
7. Marty Moss
8. Anne Franc
9. George Golembiewski
10. Jeanne Keller
11. Johnnie Morrow
12. Mary Pascente
13. Sam Sambataro
14. Sara Cruz
15. Theresa McGrath
16. Hans Pierce
17. Ruth Melson
18. Jean Campbell
19. Carl Wirtz
20. Letty Cooper
21. Diane Thompson
22. Patrick Murray
23. Gilda Aviles
24. Patricia Hunter; and

WHEREAS, The above individuals, on Sunday, October 3, 1982, did report to work in the designated districts and coordinate the efforts of over 2,500 volunteers to distribute flyers warning the citizens of Chicago against the dangers of the use of Tylenol tablets. Flyers were distributed in English and Spanish. These individuals went that one step beyond, which makes City workers a very special breed of person. They rallied their volunteers to translate the flyers into Arabic, Asian, Korean, Chinese, Japanese, Vietnamese, Greek, Hmong and many other languages so that all citizens in their particular police districts would be aware of the dangers confronting them if they were in fact to use the Tylenol tablets. The efforts of the above named, together with the unselfishness of the volunteers who gave of their time because of their concern for the citizens of Chicago, should not go unnoticed. The Beat Representative motto is, "We Need Each Other" and this is an example of their belief and dedication to working with the police and their fellow man. As members of the Chicago City Council we owe all of the 2,500 people who assisted the Chicago Police Department's Beat Representative Program our heartfelt thanks for a job well done, above and beyond the call of duty; now, therefore,

Be It Resolved. That the Mayor and Members of the Chicago City Council in meeting assembled this 15th day of October, 1982, do hereby commend the aforesaid Beat Representatives and the thousands of volunteers who were mobilized by them for their unselfish dedication and devotion to the welfare of their fellow citizens in a time of dire emergency; and

Be It Further Resolved. That suitable copies of this resolution be presented to the Beat Representatives by the Superintendent of Police on behalf of the City Council at an appropriate time and place.

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

On motion of Alderman Rittenberg, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority for a temporary easement to the 1028 North Rush Street Corporation, d/b/a Sweetwater Restaurant, to occupy a portion of the sidewalk area on the south side of E. Bellevue Place between the east side of N. State Street and the west side of N. Rush Street, to be used for a temporary enclosed glass extension in connection with the operations of the adjoining business establishment.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGN.

Also a proposed order to issue a permit to Federal Sign/Division Federal Signal Corporation for the installation of an illuminated sign to project over the sidewalk at No. 9 W. Kinzie Street (Hertz).--*Referred to the Committee on Buildings and Zoning.*

*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:

McDonald's Corporation -- to construct, maintain and use a canopy at No. 1124 N. State Street;

20 East Cedar Condominium Association -- to maintain and use an existing canopy at No. 20 E. Cedar Street;

Two East Oak Condominium Association -- to maintain and use an existing canopy at No. 2 E. Oak Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two 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:

Pat O'Brien's, Inc., No. 2723 N. Halsted Street;

1209 Astor Building Corporation, No. 1209 N. Astor Street.

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT "HALLOWEEN PARTY FOR PETS."

Also a proposed order for issuance of a permit to Park View Pet Shop, No. 2222 N. Clark Street, for the conduct of a "Halloween Party For Pets" on both sides of N. Sedgwick Street from W. Webster Avenue to W. Grant Place on Sunday, October 31, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED RESOLUTION URGING U.S. DELEGATION TO THE UNITED NATIONS TO VOTE FOR WORLD CHARTER FOR NATURE.

Also a proposed resolution urging the United States delegation to the United Nations to vote for the World Charter for Nature, which acknowledges that the earth, its resources, and its living creatures be respected.--*Referred to the Committee on Intergovernmental Relations.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Five 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:

Doll San Restaurant, No. 4520 N. Lincoln Avenue;

Larry Gaytos, d/b/a Mabuhay Restaurant, No. 2124 W. Lawrence Avenue;

Ravenswood Hospital Medical Center, No. 1931 W. Wilson Street;

Schwaben Stube, Inc., No. 3500 N. Lincoln Avenue;

Seybur, Inc., No. 4128 N. Lincoln Avenue.

Presented by

ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDINANCE TO REQUIRE POSTING OF BONDS BY
FESTIVAL OPERATORS, ETC. TO PROTECT LAKE
MICHIGAN FROM POLLUTION.

A proposed ordinance to require posting of surety bonds by operators, etc. of City sponsored festivals and public recreational events which are held in public places, to protect Lake Michigan from pollution.--*Referred to the Committee on Energy and Environmental Protection.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Illinois Bell Telephone Company to maintain and use an existing canopy attached to the building or structure located at No. 6147 N. Broadway.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Three 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:

Dr. D. G. Kyriazopoulos, Nos. 2453-2455 W. Devon Avenue;

Dr. D. G. Kyriazopoulos, No. 2459 W. Devon Avenue;

Richard's Hair Care, No. 6975 N. Western Avenue.

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 SHERMAN (21st Ward):

Third Baptist Church of Chicago, No. 1551 W. 95th Street--addition to building.

BY ALDERMAN FARINA (36th Ward):

St. Francis Borgia Church, No. 8033 W. Addison Street--addition and remodeling.

BY ALDERMAN SCHULTER (47th Ward):

Martha Washington Hospital, No. 4055 N. Western Avenue--miscellaneous remodeling - (Phase 1) in main hospital building.

Cancellation of Warrants for Collection:

BY ALDERMAN EVANS (4th Ward):

Provident Medical Center, No. 500 E. 51st Street--building inspections.

BY ALDERMAN BLOOM (5th Ward):

Chicago Lying-In Hospital, No. 5841 S. Maryland Avenue--maintenance and operating cost of 15 private fire alarm boxes.

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan--building inspections.

McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue--building, elevator and mechanical ventilation inspections (3).

The University of Chicago, No. 5801 S. Ellis Avenue--fire prevention inspections.

BY ALDERMAN LAURINO (39th Ward):

Sauganash Community Church, No. 4618 W. Peterson Avenue--mechanical ventilation inspection.

The Salvation Army/Booth Memorial Hospital, No. 5040 N. Pulaski Road--building inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--building inspections.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Latin School, No. 59 W. North Avenue--boiler and fuel burning equipment inspection.

Northwestern University, No. 410 E. Huron Street--boiler and fuel burning equipment, sign and unfired pressure vessel inspections (2).

BY ALDERMAN MERLO (44th Ward):

Melrose School, No. 524 W. Melrose Street--sign maintenance inspections (2).

BY ALDERMAN SCHULTER (47th Ward):

Queen of Angels Church, No. 2330 W. Sunnyside Avenue--building inspection.

Sydney R. Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue--sign maintenance inspection.

BY ALDERMAN ORR (49th Ward):

Academy of the Sacred Heart, No. 6250 N. Sheridan Road--boiler and fuel burning equipment and mechanical ventilation inspections (2).

BY ALDERMAN STONE (50th Ward):

Temple Beth-El/Bernard Horwich Jewish Center, No. 3050 W. Touhy Avenue--building and mechanical ventilation inspections (3).

Refund of Fees:

BY ALDERMAN SHERMAN (21st Ward):

Third Baptist Church of Chicago, No. 1551 W. 95th Street--Refund of Permit No. 618331 (Refrigeration) in the amount of \$1,550.35.

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital, No. 645 S. Central Avenue--Refund of boiler and fuel burning equipment inspection fee (Warrant No. P1-205665) in the amount of \$450.00, refund of building inspection fee (Warrant No. B3-100882) in the amount of \$103.50, refund of elevator inspection fees (Warrant Nos. A1-201662 and A1-201673) in the amount of \$138.00, refund of fire alarm plan review in the amount of \$12.00, refund of maintenance and operating cost of one fire alarm box (Warrant No. F2-200106) in the amount of \$10.00, refund of refrigeration equipment inspection fee (Warrant No. C2-235681) in the amount of \$226.00.

BY ALDERMAN CULLERTON (38th Ward):

Ragnar Bensen, Inc., No. 205 S. Northwest Highway, Park Ridge, Illinois/Resurrection Health Care Corp., No. 7435 W. Talcott Avenue (for the premises at Nos. 3900-3960 N. Harlem Avenue)--Refund of Building Permit No. B-619232 in the amount of \$425.55.

BY ALDERMAN LAURINO (39th Ward):

Nakawatase, Rutkowski, Wyns and Yi, Inc., Engineers/Architects, No. 205 W. Wacker Drive (for the premises at Nos. 4800-4848 N. Kedzie Avenue)--Refund of Building Permits Nos. B-619693 and B-111607 in the amount of \$7,292.64.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 15, 1982).

Alderman Bloom moved to correct the printed Official Journal of the Proceedings of the regular meeting held on September 15, 1982 as follows:

Page 12210 -- by deleting the dollar amount "247.00" appearing in the tenth line from the top of the page and inserting the dollar amount "197.00" in lieu thereof.

The motion *Prevailed*.

JOURNAL (September 28, 1982)

Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Tuesday, September 28, 1982, at 11:00 A.M., signed by him as such City Clerk.

Alderman Bloom moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (October 6, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 6, 1982 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to correct the said printed Official Journal as follows:

Page 12770 -- by deleting the name "Andur" appearing on the seventh line from the bottom of the page and inserting the name "Amdur" in lieu thereof.

The motion *Prevailed*.

Alderman Bloom moved to further correct the printed Official Journal as follows:

Page 12819 -- by deleting the word "twenty-three" appearing in the nineteenth line from the top of the page and inserting the word "twenty-two" in lieu thereof;

Page 12848 -- by deleting the fifth through thirteenth lines from the top of the page;

Page 12865 -- by deleting the word "ORDINANCE" appearing in the fourteenth line from the top of the page and inserting the word "ORDINANCES" in lieu thereof;

Page 12865 -- by inserting the words "Map No. 7-1 and " in the sixteenth line from the top of the page immediately after the word "on";

Page 12865 -- by inserting the words "Map No. 7-1 and " in the eighteenth line from the top of the page immediately after the word "on".

The motion *Prevailed*.

Thereupon Alderman Bloom moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS .

**Chicago Zoning Ordinance Amended to Reclassify
Area Shown on Map No. 18-F.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of October 6, 1982, page 12662, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 18-F in area bounded by

a line 398.5 feet north of and parallel to W. 76th Street; a line 133 feet east of S. Eggleston Avenue; a line 98.5 feet north of W. 76th Street; S. Stewart Avenue; W. 76th Street; and S. Eggleston Avenue,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

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

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas .**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of October 6, 1982, page 12662, recommending that the City Council pass two proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Roti moved to *Concur In* the committee's recommendations and each of the two proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--49.

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):

Reclassification of Area Shown on Map No. 14-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-K in area bounded by

W. 60th Street; S. Knox Avenue; a line 90.20 feet south of and parallel to W. 60th Street; and the alley next west of and parallel to S. Knox Avenue,

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

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

Reclassification of Area Shown on Map No. 16-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all R3 General Residence District symbols and indications as shown on Map No. 16-F in the area bounded by

S. Vincennes Avenue; W. 70th Street; the alley next west of S. Vincennes Avenue; and a line 265.24 feet south of and parallel to W. 69th Street,

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

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

Failed to Pass--PROPOSED ORDINANCE FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 18-F.
(Adverse Committee Recommendation).

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of Proceedings of October 6, 1982 page 12663, recommending that the City Council *Do Not Pass* a proposed ordinance, for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

Alderman Roti moved to *Concur In* the committee's recommendation. The question thereupon became: "Shall the proposed ordinance Pass, notwithstanding the Committee's adverse recommendation?" and the question being so put, said proposed-ordinance *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

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

Said proposed ordinance which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify a particular area, and is summarized as follows:

Reclassification of Area Shown on Map No. 18-F.

An ordinance to classify as a Residential Planned Development instead of an R3 General Residence District, the area bounded by

W. 75th Street; a line 86.44 feet west of and parallel to S. Wentworth Avenue; a line 188.09 feet north of and parallel to W. 75th Street; a line 139.41 feet west and parallel to S. Wentworth Avenue; a line 243.37 feet north of and parallel to W. 75th Street; S. Wentworth Avenue; a line 131.05 feet north of and parallel to W. 75th Street; and S. Lafayette Avenue (Map No. 18-F).

**Approval Given to Mayor's Appointment of Mr. David A. Hillock
as Commissioner of the Department of Neighborhoods.**

On motion of Alderwoman Barden the City Council took up for consideration the report of the Committee on Housing, City and Community Development deferred and published in the Journal of the Proceedings of October 6, 1982, page 12682, recommending that the City Council approve the Mayor's appointment of Mr. David A. Hillock as Commissioner of the Department of Neighborhoods.

On motion of Alderwoman Barden said appointment was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Shaw, Vrdolyak, Majerczyk, Madrzyk, Barden, Kellam, Kelley, Stemberk, Shumpert, Nardulli, Ray, Carothers, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Stone--34.

Nays--Aldermen Bloom, Humes, Streeter, Davis, Oberman, Orr--6.

**Chapter 34 of Municipal Code Amended Concerning City Council Approval
Prior to Issuance of Newspaper Stand Permits.**

On motion of Alderman Barnett the City Council took up for consideration the report of the Committee on Local Industries, Streets and Alleys deferred and published in the Journal of the Proceedings of October 6, 1982, pages 12736-12737 recommending that the City Council pass a proposed ordinance to amend Chapter 34 of the Municipal Code concerning City Council approval prior to issuance of Newspaper Stand Permits.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

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 Chapter 34 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section in Italics to be known as 34-10.1 and to read as follows:

34-10.1 Prior to issuing a permit for a newspaper stand, the Commissioner of Streets and Sanitation shall give fourteen days written notice of the proposed issuance to the alderman of the ward in which the proposed newspaper stand is to be located, and no such permit shall be issued without the approval of the City Council.

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

MISCELLANEOUS BUSINESS.

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 Friday, the fifteenth (15th) day of October, 1982, at 2:00 P.M., be and the same is hereby fixed to be held on Wednesday, the twenty-seventh (27th) day of October, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council *do Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 27, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in black ink, appearing to read "Walter S. Kozubowski". The signature is written in a cursive, flowing style with a large, prominent initial "W".

WALTER S. KOZUBOWSKI,
City Clerk.