

COPY

JOURNAL of the PROCEEDINGS

OF THE

CITY COUNCIL

OF THE

CITY OF CHICAGO, ILLINOIS

Regular Meeting—Monday, July 20, 1981

at 2:00 P.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

Attendance at Meeting.

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

Absent—Aldermen Sawyer, Majerczyk, Barden.

Call to Order.

On Monday, July 20, 1981 at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members

and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Quorum present.

On motions of Aldermen Bertrand and Madrzyk, respectively, it was ordered noted in the Journal that Alderman Sawyer and Majerczyk were absent due to illness.

Invocation.

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred—PROPOSED RESOLUTION TO SUPPORT A WORLD'S FAIR IN CHICAGO IN 1992.

Honorable Jane M. Byrne, Mayor, submitted a proposed resolution concerning efforts to have the 1992 World's Fair in Chicago.—*Referred to the Committee on Economic Development.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—I have appointed Thomas Rosenberg to succeed Camille C. Hatzenbuehler and Morgan F. Murphy to succeed Evangeline Gouletas as members of the Board of Directors of the Chicago Public Library, each for a term of three years expiring July 1, 1984, and respectfully request your approval of these appointments.

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

Referred—MAYOR'S APPOINTMENT AND REAPPOINTMENT OF SPECIFIED PERSONS TO THE CHICAGO PLAN COMMISSION.

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 Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—I have reappointed Mr. Anthony J. Fornelli as a member of the Chicago Plan Commission for the term ending January 25, 1985. I also appoint Mr. Fornelli as Vice-Chairman of the Chicago Plan Commission.

I have appointed Mr. Erwin France as a member of the Chicago Plan Commission to succeed John W. Moutoussamy, resigned, for a term ending January 25, 1986.

I respectfully request your approval of these appointments.

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

Referred—MAYOR'S APPOINTMENTS OF THOMAS ROSENBERG AND MORGAN F. MURPHY AS MEMBERS OF THE BOARD OF DIRECTORS OF THE CHICAGO PUBLIC LIBRARY.

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 Police, Fire, Personnel and Municipal Institutions:*

Referred—PROPOSED ORDINANCE TO AMEND ZONING ORDINANCE IN AREA BOUNDED BY E. PEARSON ST., N. SENECA ST., E. CHICAGO AV. AND A LINE 225 FEET EAST OF N. MICHIGAN AV.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Commissioner of the Department of Planning, I am herewith transmitting a proposed zoning amendment for the area bounded by East Pearson Street; North Seneca Street; East Chicago Avenue; and a line 225 feet East of and Parallel to North Michigan Avenue.

Your favorable consideration of this proposed amendment will facilitate development of the Chicago Fire Department Museum.

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

Referred—PROPOSED ORDINANCE TO AMEND ZONING ORDINANCE IN AREA BOUNDED BY E. PEARSON ST., N. LAKE SHORE DR., E. CHICAGO AV. AND N. SENECA ST.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Commissioner of the Department of Planning, I am herewith transmitting a proposed zoning amendment for the area bounded by East Pearson Street; North Lake Shore Drive; East Chicago Avenue; and North Seneca Street. The attached Ordinance will change the zoning districts of the Chicago Avenue Armory and Lake Shore Park.

Your favorable consideration of this proposed amendment will be appreciated.

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

Referred—PROPOSED ORDINANCE TO AMEND ZONING ORDINANCE IN LINCOLN PARK CONSERVATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Commissioner of Housing, acting as Chairman of the Urban Renewal Board, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for a change from B4-3 Restricted Retail District and a C1-3 Restricted Commercial District to an R5 General Residence District in the Lincoln Park Conservation 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 APPLY FOR AND ACCEPT FUNDS FROM ARGONNE NATIONAL LABORATORY FOR "DEVELOPERS ENERGY EFFICIENT DEVELOPMENT PLANNING FOR SITE AND NEIGHBORHOOD DESIGN".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of the Ordinance to apply for and accept funds from Argonne National Laboratory for a contract entitled "Developers Energy Efficient Development Planning for Site and Neighborhood Design". No cash match is required by the City.

Enactment of this ordinance by the City Council will enable the City to achieve energy efficiency by examining a range of options in site and neighborhood development. This effort will contribute to Chicago's commitment to the efficient use of local energy resources.

Thank you for your consideration of this matter.

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

Referred—PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY ELLIS CAPPADOCIA MANAGEMENT PARTNERSHIP D/B/A THE CONFECTIONS GROUP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,500,000 for the construction of a project by the Ellis Cappadocia Management Partnership d/b/a The Confections Group, a Florida general partnership.

Your favorable consideration of this ordinance will be appreciated.

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

Referred—PROPOSED ORDINANCE TO ADOPT AND RATIFY AGREEMENT BETWEEN CITY AND FRATERNAL ORDER OF POLICE.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—At the request of the Superintendent of Police, I transmit herewith an Ordinance adopting and ratifying an Agreement between the City of Chicago, and the Fraternal Order of Police, Chicago Lodge No. 7.

Your favorable consideration of this Ordinance will be appreciated.

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

Gratitude Extended to Mario Tonelli for Outstanding Service to City.

Alderman Hagopian moved to *Suspend the Rules Temporarily* to take up out of the Regular Order of Business a resolution congratulating Mario Tonelli. The motion *Prevailed*.

Said proposed resolution, presented by Aldermen Hagopian, Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Vrdolyak, Huels, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Davis, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuiter, Volini, Orr and Stone, reads as follows:

WHEREAS, Mario Tonelli, a native of our great City of Chicago, his wife, Mary, and his daughter, Nancy, take pride in being residents of the "City that Works"; and

WHEREAS, Mario Tonelli, or "Motts", was a three-time All-American in football at Notre Dame University, then played with the Chicago Cardinals and Chicago Rockets, and was long recognized as one of the finest football players in the country; and

WHEREAS, During World War II, Mario Tonelli was part of the so-called "Bataan" march and half a world away spent three years in a Japanese prisoner-of-war camp; and

WHEREAS, More recently Mario Tonelli has served as a Cook County Commissioner, assisted in establishing, in 1963, the Cook County Environmental Department, and still serves to this day as its assistant director; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 20th day of July, A.D., 1981, do hereby offer our deepest sense of gratitude and our congratulations to Mario "Motts" Tonelli for his outstanding service to family, community and country and particularly for his exemplary dedication to our great City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mario Tonelli.

On motion of Alderman Hagopian (seconded by Aldermen Marcin, Merlo, Casey, Farina, Bertrand and Gabinski) the foregoing proposed resolution was *Adopted*, unanimously.

Mayor Byrne also expressed her congratulations and thanks to Mario Tonelli for his great service to our City.

REGULAR ORDER OF BUSINESS RESUMED.

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

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:

"International Association of Chiefs of Police for 1988";

"Operation Push Week in Chicago":
July 7-11, 1981;

"Matron Mrs. Joe E. Smith Day":
July 10, 1981;

"Chicago Maritime Week":
July 12-19, 1981;

"Shoe Service Days in Chicago":
July 18-22, 1981;

"U. S. S. Salt Lake City Days":
July 30-August 1, 1981;

"St. Demetrios Greek Orthodox Week in Chicago":
August 17-23, 1981;

"Yugoslav Festival Days in Chicago":
August 17-24, 1981;

"YMCA of Metropolitan Chicago Day in Chicago":
August 30, 1981

"Women in Construction Week in Chicago":
September 6-12, 1981;

"A.L.S. Week in Chicago":
September 14-21, 1981;

"Music Bowl II Day in Chicago":
September 26, 1981;

"Hispanic Vote in the '80s Day in Chicago":
July 11, 1981;

"German-American Days in Chicago":
July 11-12, 1981;

"Schwaben Picnic Days in Chicago":
August 15-16, 1981;

"Henry George Day":
September 2, 1981;

"Food Brokers' Days in Chicago":
December 4-9, 1981;

"Leroy McNeil Homage Days in Chicago":
Weekend of July 11, 1981.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Exchange National Bank of Chicago, U/T No. 18381: Acceptance and bond under an ordinance passed December 30, 1980 and amended April 22, 1981 (platform lift); filed on July 14, 1981;

Z. Frank, Inc.: Acceptance and bond under an ordinance passed on March 31, 1981 (conduits); filed on July 13, 1981;

E. W. Kneip, Inc.: Acceptance and bond under an ordinance passed on May 13, 1981 (I-beam); filed on July 13, 1981;

Lightner Foundation, Inc.: Acceptance and bond under an ordinance passed on April 22, 1981 (sub-surface space); filed on July 13, 1981;

Gordon K. Nelson and Donald A. Nelson, Trustees: Acceptance and bond under an ordinance passed on February 11, 1981 (roadways); filed on July 13, 1981;

Sears, Roebuck and Company: Acceptance and bond under an ordinance passed on May 13, 1981 (pipe lines); filed on July 14, 1981;

The 310 West Polk Building Corporation: Acceptance and bond under an ordinance passed on April 22, 1981 (portion of W. Polk Street); filed on July 15, 1981;

University of Chicago: Acceptance and bond under an ordinance passed on March 31, 1981 (vault); filed on July 13, 1981;

University of Chicago: Acceptance and bond under an ordinance passed on April 22, 1981 (conduit); filed on July 14, 1981.

State Approval of Ordinances Concerning M.F.T. Projects.

Also communications from Sigmund C. Ziejewski, District Engineer, under date of July 8, 1981, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

April 22, 1981.

Funds authorized for removal of Traffic Control Signals at N. Sheridan Road and W. Berwyn Avenue;

Funds decreased for rehabilitation of Traffic Control Signals at W. 55th Street, S. Archer and S. Narragansett Avenues and to Close Out Project;

Funds decreased for installation of Traffic Control Signals at intersection of S. Ellis Avenue and E. 130th Street and to Close Out Project;

Funds authorized for Traffic Lane Line Maintenance of Improved Streets, County or State Highways for Year 1981;

Funds authorized for installation or rehabilitation of Traffic Control Signals at the following intersections:

- N. Ashland Avenue and W. Erie Street;
- N. Damen Avenue and W. Devon Avenue;
- N. Clark Street and N. Southport Avenue;
- N. Kilpatrick Avenue and W. Irving Park Road;
- N. Broadway and W. Rosemont Avenue;
- N. Pine Grove Avenue and W. Diversey Parkway;
- S. Kedzie Avenue and W. 61st Street;
- N. Clark Street and W. Division Street;

May 13, 1981.

Execution of Agreement authorized between City and State for installation of Bridge Safety Fencing on Chicago Expressway System;

May 29, 1981.

Execution of Agreement authorized with State of Illinois for Signalization Improvements on City's Arterial Street System;

Execution of Agreement authorized with State of Illinois for Street Resurfacing on City's Arterial Street System;

Execution of Agreement authorized between City and State necessary for intersection improvement at W. Madison Street, California and Fifth Avenues;

Execution of Addendum to Agreement authorized with State for Lake Shore Drive improvement between Chicago River and E. Monroe Street;

Execution of Agreement authorized between City and State for Signalization of W. 99th Street at S. Western Avenue;

Execution of Release Agreement authorized between City and Chicago Cycle Company for damages resulting from construction of Desplaines Street Viaduct;

Second Addendum authorized to City/State Agreement for rehabilitation of Torrence Avenue Drawbridge over Calumet River;

Funds increased for maintenance, repair and painting of Existing Viaducts and Bridges for Year 1981;

Funds authorized for installation and rehabilitation of Traffic Control Signals at the following intersections:

- S. Racine Avenue and W. 81st Street;
- S. Normal Avenue and W. 103rd Street;

June 10, 1981.

Funds authorized for Street Cleaning Maintenance of Improved Streets, County and State Highways for Year 1981;

Funds authorized for Traffic Sign Maintenance of Improved Streets, County or State Highways for Year 1981;

Funds authorized for New Street Construction 1978-4;

Funds decreased for Traffic Lane Line Maintenance of Improved Streets, County and State Highways for Year 1981;

Funds decreased for Various Projects with transfer of balances returned to City's unobligated portion of M.F.T. Funds.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of July 1, 1981, which reads as follows:

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

Statement, for bills issued in July, 1981, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income of Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the month of May, 1981.

Monthly power plant report to the Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of May, 1981".

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

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 1, 1981, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 10, 1981 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 1, 1981 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on July 10, 1981.

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

Pamphlet Publication of Ordinances.

The City Clerk also informed the City Council that all those ordinances which were passed by the City Council on July 16, 1981, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 20, 1981 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 16, 1981 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on July 20, 1981.

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

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Annual Report of Public Building Commission of
Chicago for Year 1980.*

The annual Audit Report and Financial Statement of the Public Building Commission for year ended December 31, 1980, submitted by A. E. Grange, Controller—*Placed on File.*

*City Comptroller's Report of Audited Financial
Statements for Year 1980.*

Also a report received in the City Clerk's Office from Daniel J. Grim, City Comptroller, transmitting a copy of the City of Chicago's Audited Financial Statements for the year ended December 31, 1980—*Placed on File.*

*Annual Report of Chicago-O'Hare International
Airport.*

Also the annual Certified Report of the Chicago-O'Hare International Airport submitted by Daniel J. Grim, City Comptroller, and prepared by Laventhol and Horwath for the year ended December 31, 1980—*Placed on File.*

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

Also a report from Daniel J. Grim, City Comptroller, addressed to the Mayor and Members of the City Council, transmitting the quarterly report of amounts expended in the Municipal Hotel Operators' Occupation Tax Fund—*Placed on File.*

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

Also a communication signed by Martin R. Murphy, Commissioner, Department of Planning, City and Community Development under date of June 25, 1981, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on June 25, 1981 and deferred matters on June 25, 1981, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969—*Placed on File.*

Zoning Reclassifications of Particular Areas.

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning*, as follows:

Donald Helms and Donald Schmalzer—to classify as a C1-2 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-O bounded by

W. Irving Park Road; a line 104 feet east of and parallel to N. Olcott Avenue; the alley next south of W. Irving Park Road; and N. Olcott Avenue;

Tempel Steel Company—to classify as an Industrial Planned Development instead of M1-1 Restricted Manufacturing and M2-2 General Manufacturing Districts the area shown on Map No. 13-H bounded by

W. Bryn Mawr Avenue; N. Wolcott Avenue; a line 544 feet south of W. Bryn Mawr Avenue; the west line of the right of way of the Chicago and Northwestern Railway Company; etc.

Claims against City of Chicago.

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

Adams Theodore; Aetna Life & Cas. and Vincent Conroy, Allstate Ins. Co. and Francisco Chacon, Anderson Virginia;

Barrett John, Blake Edward J.;

Chomintra Paul C., Clayton R. C., Colletti James, Collins James W., Conway Thomas, Cox Robert W., Cutler Charlie Mae;

DeAngelo Frank, Dipping Earl A., Doyle R. E.;

Edelsten Marc, El Matador Cocktail Lounge;

Fini Mario, Fogarty Elizabeth, Fox James, Frekur Wasyi;

Gotlieb Edward;

Hall Marva L., Heckenbach Laurette L., The Hertz Corporation, Herzog Joe, Hoffman John H.;

Ibrahim Sarhaddon O., Illinois Club For Catholic Women, Intercounty Title Company of Illinois;

J. S. D. R. Corp., Johnson Management;

Kaneko Dorothy, Kolarus Alphonsa;

Lasken Henry, Lewis Robert;

Malen Sharon A., Merit Ace Hardware Inc., Mieahle Mrs., Morris Dolores;

Pearson Ira, Powers Herman, Prudential Property and Cas. Ins. Co. and James Baumgartner;

Rahman Ahmad, Ram Music and Productions Inc., Roan Jimmie L., Romero Leonardo L.;

Sabura Sabu, Saffo A. Marcella, Sala Lawrence E., Security Mutual Cas. Co. and Carol Johnson, Serand Ana, 17 Restaurant, Smith Joanne, Stanley's Forum Ltd., State Farm Ins. Co. and Estra Anderson, Stewart Nancy;

Thompson Ivan L., Torre Frank and Jaine Gillette, Tunney William J.;

Villareal Tony;

Williams Raphael, Wing Ming;

Zoromski James B.

Agostinell Carlos, Allstate Ins. Co. and Henry Kerwin;

Cardenas Francisco M., Charnota Michael N., Craig Richard R.;

Delta Cas. Co. and Mary Cunigan;

Hardison Juanita;

Irving Willie J.;

Jervier Dennis;

Montgomery Ward Ins. Co. and Nancy Yale;

Nenotas Inc.;

Price Frank, Pyramid Real Estate Inc.;

Ritzky Herbert, Robb Richard W.;

Santellano Michael, Sherman George;

Torres Georgina;

Zmich William and Frank.

Referred—BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Daniel J. Grim, City Comptroller, under date of July 17, 1981, 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. 4302 W. Van Buren St., which was authorized by ordinance passed May 13, 1981, pages 6098-99, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 6655 S. State Street, which was authorized by ordinance passed May 13, 1981, page 6098, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 267 N. Pulaski Road, which was authorized by ordinance passed May 13, 1981, page 6098, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3541 S. Princeton Ave., which was authorized by ordinance passed May 13, 1981, pages 6097-98, Council Journal.

Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at No. 697 N. Milwaukee Ave., which was authorized by ordinance passed May 13, 1981, page 6096, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 5721-23 S. Halsted St., which was authorized by ordinance passed May 13, 1981, page 6096, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 5029 S. Calumet, Ave. which was authorized by ordinance passed May 13, 1981, page 6096, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 808 S. California Avenue, which was authorized by ordinance passed May 13, 1981, pages 6095-96, Council Journal.

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

The following is a summary of said bids:

No. 808 S. California Av.

Ralph Caprio, 2442 N. California Avenue, Chicago, Illinois 60647: Amount bid \$1,000.00, deposit check \$100.00 (Cashier's check);

No. 5029 S. Calumet Av.

Evangelist James Baker, 1121 E. 76th Street, Chicago, Illinois 60619: Amount bid \$500.00, deposit check \$50.00 (Cashier's check);

Nos. 5721-5723 S. Halsted St.

Helene Stavarakas, 13427 Fawn Court, Orland Park, Illinois 60462: Amount bid \$7,700.00, deposit check \$770.00 (Cashier's check);

No. 697 N. Milwaukee Av.

George Stylinski, 685 N. Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$10,200.00, deposit check \$1,020.00 (Certified check);

Jay Johnson, 1920 Penfold, Northbrook, Illinois 60062: Amount bid \$8,000.00, deposit check \$800.00 (Cashier's check);

No. 3541 S. Princeton Av.

Leroy Perrino, 3551 S. Princeton Avenue, Chicago, Illinois 60609: Amount bid \$3,000.00, deposit check \$300.00 (Cashier's check);

No. 267 N. Pulaski Rd.

Divine St. Paul Missionary Baptist Church, c/o Devereux Bowly, Legal Assistance Foundation of Chicago, 911 S. Kedzie Avenue, Chicago, Illinois 60612: Amount bid \$3,600.00, deposit check \$360.00 (Certified check);

No. 6655 S. State St.

Vito J. Mistretta, 6339 S. Wentworth Avenue, Chicago, Illinois 60621: Amount bid \$2,000.00, deposit check \$200.00 (Certified check);

No. 4302 W. Van Buren St.

Ned Byrd Concrete, Inc., 4257 W. Van Buren Street, Chicago, Illinois 60624: Amount bid \$1,875.00, deposit check \$200.00 (Certified check).

Referred—PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of July 8, 1981, signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements; Department of Streets and Sanitation, which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys*:

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

Ward 9—Grading, paving and improving the alleys between W. 122nd Street, W. 123rd Street, S. Yale Avenue and S. Princeton Avenue, etc.;

Ward 9—Grading, paving and improving the alleys between E. 120th Place, Illinois Central Railroad and S. Indiana Avenue;

Ward 18—Grading, paving and improving the alley between W. 85th Street, W. 85th Place, S. Lawndale Avenue and S. Hamlin Avenue;

Ward 21—Grading, paving and improving the alley between E. 101st Street, E. 102nd Street, S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive, etc.;

Ward 21—Grading, paving and improving the alleys between W. 106th Street, W. 107th Street, S. Emerald Avenue and S. Halsted Street, etc.;

Ward 23—Grading, paving and improving the alleys between S. Archer Avenue, W. 53rd Street, S. Knox Avenue and S. Kilpatrick Avenue;

Ward 23—Grading, paving and improving the alley between W. 56th Street, W. 57th Street, S. Sayre Avenue and S. Nordica Avenue, etc.;

Ward 34—Grading, paving and improving the alley between W. 110th Street, W. 110th Place, S. Morgan Street and S. Beverly Avenue, etc.;

Ward 38—Grading, paving and improving the alley between W. School Street, W. Belmont Avenue, N. Oleander Avenue and N. Oriole Avenue;

Ward 41—Grading, paving and improving the alleys between W. Huntington Street, N. Elston Avenue, N. Melvina Avenue and N. Milwaukee Avenue, etc.;

Ward 41—Grading, paving and improving the alleys between W. Talcott Avenue, W. Ardmore Avenue, N. Odell Avenue and N. Oketo Avenue".

Recommendation of Comm. on Chicago Historical and Architectural Landmarks that Specified Structures be Designated as "Chicago Landmarks".

Also communications from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of July 10, 1981, transmitting the recommendations that Longwood Drive District and Walter Burley Griffin Place District be designated as "Chicago Landmarks".—*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

Placed on File—NOTIFICATION AS TO SELECTION OF PROXY TO AFFIX SIGNATURE OF MAYOR TO GENERAL OBLIGATION NOTES, SERIES OF AUGUST, 1981.

The City Clerk transmitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—Please take notice that I have selected and do hereby designate Mary Ellen Reynolds as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to (i) \$140,000,000 aggregate principal amount of General Obligation Notes, Series of August, 1981 (the "Notes") authorized and to be issued pursuant to an ordinance passed by the City Council of the City of Chicago on July 20, 1981 (the "Note Ordinance"), (ii) the Escrow Agreement (General Obligation Notes, Series of August, 1981) authorized pursuant to the Note Ordinance (the "Escrow Agreement"); and (iii) all instruments, certificates, agreements or documents required to be signed by me pursuant to the Note Ordinance or the Escrow Agreement.

Appended hereto is a written signature of my name as the same will appear on the Notes, the Escrow Agreement and said other instruments, certificates, agreements and documents as executed by said Mary Ellen Reynolds and with the proxy's signature underneath, all as required by law.

Very truly yours,

(Signed) JANE M. BYRNE,
Mayor.

[Signatures appended as stated]

**Placed on File—NOTIFICATION AS TO SELECTION OF PROXY
TO AFFIX SIGNATURE OF CITY COMPTROLLER TO
GENERAL OBLIGATION NOTES, SERIES
OF AUGUST, 1981.**

The City Clerk transmitted the following communication, which was *Placed on File*:

OFFICE OF THE COMPTROLLER.
CITY OF CHICAGO

July 20, 1981.

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

LADIES AND GENTLEMEN—Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to (i) \$140,000,000 aggregate principal amount of General Obligation Notes Series of August, 1981 (the "Notes") au-

thorized and to be issued pursuant to an ordinance passed by the City Council of the City of Chicago on July 20, 1981 (the "Note Ordinance"), (ii) the Escrow Agreement, (General Obligation Notes, Series of August, 1981) authorized pursuant to the Note Ordinance (the "Escrow Agreement"), and (iii) all instruments, certificates, agreements or documents required or permitted to be signed by me pursuant to the Note Ordinance or the Escrow Agreement.

Appended hereto is a written signature of my name as the same will appear on the Notes, the Escrow Agreement and said other instruments, certificates, agreements and documents as executed by said Charles A. Whelpley and with the proxy's signature underneath, all as required by law.

Very truly yours,

(Signed) DANIEL J. GRIM,
City Comptroller.

[Signatures appended as stated]

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.

**Execution of Grant Agreement Authorized Between
UMTA, IDOT and City Necessary for Interstate
Substitute Funds for O'Hare Rapid
Transit Extension.**

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

WHEREAS, The U.S. Department of Transportation is authorized under the Urban Mass Transportation Act of 1964, as amended, to award grants to public agencies to aid in financing mass transportation projects; and

WHEREAS, By ordinance passed July 7, 1977, the City Council authorized the design and construction of the O'Hare Rapid Transit Extension, and the expenditure of funds therefore; and

WHEREAS, By ordinance passed July 7, 1977, the City Council authorized the issuance of \$12,000,000 of General Obligation Bonds for the purpose of paying the City's share of the cost of O'Hare Rapid Transit Extension; and

WHEREAS, By ordinance passed October 26, 1977, the City Council authorized the execution of a Grant Contract between the City of Chicago and the U.S. Department of Transportation for project costs for the implementation of the O'Hare Rapid Transit Extension Project amounting to \$6,250,000, of which \$833,333 was provided by the State of Illinois and \$416,667 was provided by the City of Chicago; and

WHEREAS, By ordinance passed April 12, 1978, the City Council authorized the Commissioner of the Department of Public Works to execute and file amended applications, and subsequent amended applications until the completion of the Project, on behalf of the City of Chicago, with the U.S. Department of Transportation and with the Illinois Department of Transportation for further financial assistance in implementing the Project, consisting of a continuation of Engineering Work, of Equip-

ment Purchase, and of Construction for the extension of the Kennedy Rapid Transit Line from Jefferson Park to O'Hare Airport; and

WHEREAS, By ordinances passed October 20, 1978, November 15, 1979, October 2, 1980, and March 6, 1981 the City Council authorized subsequent contracts between the U.S. Department of Transportation and the City, and between the Illinois Department of Transportation and the City for a total project cost of \$180,150,000, of which, \$144,120,000 is the Federal share, \$33,480,000 is the State share and \$2,550,000 is the City share for the O'Hare Extension; and

WHEREAS, Additional funding is necessary for the continuation of the O'Hare Rapid Transit Project; and

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

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

WHEREAS, The O'Hare Rapid Transit Extension Project is included in the Interstate Substitution FY'81 Transportation Improvement Program approved by the Metropolitan Planning Organization; and

WHEREAS, Additional project costs for the continuation of the O'Hare Rapid Transit Extension are in the amount of \$15,800,000 of which, \$13,430,000 will be provided by the U.S. Department of Transportation and \$2,370,000 will be provided by the Illinois Department of Transportation. This additional funding brings the total project cost to \$195,950,000, of which \$157,550,000 is the Federal share, \$35,850,000 is the State share and \$2,550,000 is the City share; and

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

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

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

SECTION 1. That the Mayor is authorized to execute and file an application, on behalf of the City of Chicago, with the U.S. Department of Transportation (UMTA) and the Illinois Department of Transportation for funds in the amount of \$15,800,000, of which \$13,430,000 (85%) will be provided by the Federal government and \$2,370,000 (15%) will be provided by the State of Illinois for the continuation of the O'Hare Rapid Transit Extension.

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

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify contracts pertaining to the grant applications in the amount of \$13,430,000 between the U.S. Department of Transportation (UMTA) and the City of Chicago, and in the amount of \$2,370,000 between the Illinois Department of Transportation and the City of Chicago.

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

SECTION 5. That the City Comptroller is directed to disburse the grant funds as required to carry out the O'Hare Rapid Transit Extension.

SECTION 6. That the Commissioner of Public Works is authorized to furnish such additional information as the U.S. Department of Transportation or Illinois Department of Transportation may require in connection with the applications or agreements.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuiter, Volini, Orr, Stone—47.

Nays—None.

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

Filing of Grant Application and Execution of Grant Contracts Authorized Between UMTA, IDOT and City for Southwest Corridor Transit Study.

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

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

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

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

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

WHEREAS, Transportation technical studies are included in this program of substitute projects; and

WHEREAS, The City of Chicago has been designated by the Metropolitan Planning Organization to be applicant and administrator of the technical studies grant funds for the Northeastern Illinois region; and

WHEREAS, Additional funds are necessary in order to complete the technical analysis for a mass transportation system to serve Southwest Chicago; and

WHEREAS, Project costs necessary for the completion of this technical study are in an amount up to \$520,000, of which up to \$442,000 (85%) will be provided by the Federal Government, and up to \$78,000 (15%) will be provided by the State of Illinois; with no local cash match required by the City of Chicago; and

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

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

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

SECTION 1. That the Mayor is authorized to execute and file an application, on behalf of the City of Chicago, with the U.S. Department of Transportation (UMTA) and the Illinois Department of Transportation to aid in financing the completion of the technical analysis for a mass transportation system to serve Southwest Chicago.

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

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify contracts pertaining to the grant applications in an amount up to \$442,000 between the Urban Mass Transportation Administration and the City of Chicago, and in an amount up to \$78,000 between the Illinois Department of Transportation and the City of Chicago.

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

SECTION 5. That the City Comptroller is directed to disburse the grant funds as required to carry out the Southwest Transit Study Project.

SECTION 6. That the Commissioner of Public Works is authorized to furnish such additional information as the U. S. Department of Transportation or Illinois Department of Transportation may require in connection with the applications or the agreements.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

Filing of Grant Application Authorized with Illinois Law Enforcement Comm. for Project "YSP, Inc. Neighborhood Response Counseling".

The Committee on Finance submitted a report (referred on June 26, 1981) recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Federal Omnibus Crime Control and Safe Streets Act of 1968 authorizes the Law Enforcement Assistance Administration of the United States Department of Justice to make grants of federal funds available to municipalities for the purpose of developing programs and acquiring equipment necessary to facilitate the expanded role of law enforcement in our nation's cities; and

WHEREAS, The Illinois Law Enforcement Commission is the federally designated vehicle for the disbursement to municipalities of the above described federal funding; and

WHEREAS, The Department of Human Services is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "YSP, Inc. Neighborhood Response Counseling", in the amount of \$39,319; and

WHEREAS, Said application for the grant will include a local contribution amounting to approximately \$13,106; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Department of Human Services to establish the "YSP, Inc. Neighborhood Response Counseling", said application to provide for a total federal-state grant amounting to \$39,319.

SECTION 2. That the Mayor of the City of Chicago is authorized in the making of said application to commit a local contribution for the aforesaid program amounting to \$13,106.

SECTION 3. That the Mayor and the Commissioner of Human Services are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 4. That the Mayor, as the applicant in the aforesaid application, is hereby authorized to accept in and for the City of Chicago and the Department of Human Services any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

SECTION 5. This ordinance shall become effective immediately upon 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

Filing of Grant Application Authorized with Illinois Law Enforcement Comm. for "Serious Offender Program (Grand Boulevard/Oakland)".

The Committee on Finance submitted a report (referred on June 26, 1981) recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Federal Omnibus Crime Control and Safe Streets Act of 1968 authorizes the Law Enforcement Assistance Administration of the United States Department of Justice to make grants of federal funds available to municipalities for the purpose of developing programs and acquiring equipment necessary to facilitate the expanded role of law enforcement in our nation's cities; and

WHEREAS, The Illinois Law Enforcement Commission is the federally designated vehicle for the disbursement to municipalities of the above described federal funding; and

WHEREAS, The Department of Human Services is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Serious Offender Program (Grand Boulevard/Oakland)", in the amount of \$59,572; and

WHEREAS, Said application for the grant will include a local contribution amounting to approximately \$31,282; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Department of Human Services to establish the "Serious Offender Program (Grand Boulevard/Oakland)", said application to provide for a total federal-state grant amounting to \$59,572.

SECTION 2. That the Mayor of the City of Chicago is authorized in the making of said application to commit a local contribution for the aforesaid program amounting to \$31,282.

SECTION 3. That the Mayor and the Commissioner of Human Services are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 4. That the Mayor, as the applicant in the aforesaid application, is hereby authorized to accept in and for the City of Chicago and the Department of Human Services any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

SECTION 5. This ordinance shall become effective immediately upon 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardull, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

Filing of Grant Application Authorized with Illinois Law Enforcement Comm. for "Serious Offender Program (Englewood)".

The Committee on Finance submitted a report (referred on June 26, 1981) recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Federal Omnibus Crime Control and Safe Streets Act of 1968 authorizes the Law Enforcement Assistance Administration of the United States Department of Justice to make grants of federal funds available to municipalities for the purpose of developing programs and acquiring equipment necessary to facilitate the expanded role of law enforcement in our nation's cities; and

WHEREAS, The Illinois Law Enforcement Commission is the federally designated vehicle for the disbursement to municipalities of the above described federal funding; and

WHEREAS, The Department of Human Services is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Serious Offender Program (Englewood)", in the amount of \$59,411; and

WHEREAS, Said application for the grant will include a local contribution amounting to approximately \$25,013; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Department of Human Services to establish the "Serious Offender Program (Englewood)", said application to provide for a total federal-state grant amounting to \$59,411.

SECTION 2. That the Mayor of the City of Chicago is authorized in the making of said application to commit a local contribution for the aforesaid program amounting to \$25,013.

SECTION 3. That the Mayor and the Commissioner of Human Services are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 4. That the Mayor, as the applicant in the aforesaid application, is hereby authorized to accept in and for the City of Chicago and the Department of Human Services any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

SECTION 5. This ordinance shall become effective immediately upon 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardull, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

Execution of Redevelopment Agreement Authorized between A. Lakin and Sons, Inc. and City to Aid Expansion at No. 2000 N. Clybourn Av.

The Committee on Finance submitted a report (referred on June 26, 1981) recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Economic Development Commission of the City of Chicago has duly approved a Redevelopment Agreement with A. Lakin and Sons, Inc. to aid in the expansion of its tire-retreading facility by making certain public improvements adjacent to the Lakin Property; and

WHEREAS, Said improvements and the encouragement of the expansion of the Lakin facility are found to be in accordance with the purposes of the Economic Development Commission; now, therefore,

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

SECTION 1. That the Executive Director of the Economic Development Commission of the City of Chicago is authorized to execute on behalf of the City of Chicago, subject to approval by the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to make certain public improvements in the amount of \$34,000 on public property adjacent to the Lakin Property and obligates Lakin to install certain improvements in expanding its present facilities; said Redevelopment Agreement is to be substantially in the following form:

This Agreement, made as of the day of, 1981 between the City of Chicago, a Home Rule Unit of Government of the State of Illinois (the "City"), by and through the Economic Development Commission of the City of Chicago, having its office at Room 2020, Two First National Plaza, Chicago, Illinois; and A. Lakin and Sons, Incorporated, an Illinois corporation ("Lakin"), with its principal office at 2044 North Dominick Street, Chicago, Illinois.

WITNESSETH:

Whereas, the Economic Development Commission of the City of Chicago (the "Commission") was established on the twelfth day of December, 1975, by ordinance of the City Council of the City of Chicago; and

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

Whereas, Lakin will expand its operations by constructing a new 70,000 square foot tire retreading facility at 2000 North Clybourn Avenue which will result in the creation of approximately 60 new job opportunities at that facility; and

Whereas, in order to complement the expansion project planned by Lakin, it is the intention of the City to make certain public improvements adjacent to Lakin's new facility; and

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

Lakin, confirms that it has purchased 91,000 square feet of land at 2000 North Clybourn Avenue for its new retreading facility.

The City agrees, through application of funds available to the Commission from its Year Six—Community Development Block Grant from the United States Department of Housing and Urban Development, to reimburse up to \$31,000 for the replacement of sidewalk, curb, and gutter adjacent to the expansion site to be done in accordance with the plans and specifications set forth on Exhibit A to this Agreement. The City also agrees to reimburse up to \$3,000 for construction of protective devices around six City-owned street lights that are adjacent to the construction site. Payment by the City shall be made by reimbursement to Lakin for site work completed, against progress or completion certificates submitted by Lakin, certifying (i) that the work described in the certificate has been done in accordance with the applicable plans and specifications, and has been completed to Lakin's satisfaction; and (ii) that Lakin has paid the sums

requested for reimbursement by the certificate, and has obtained mechanics' lien waivers from each of its payees designated in the certificate. Upon confirmation by the Department of Streets and Sanitation of the City that such work has been completed in accordance with the plans and City specifications, the City shall cause Lakin to be reimbursed for the sums set forth in such certificates, up to \$31,000 for sidewalk, curb and gutter replacement, and up to \$3,000 for construction of protective devices around City street lights. Completion of the work specified in the plans and specifications shall be at Lakin's expense, to the extent the total cost thereof shall exceed the \$34,000 committed by the City Hereunder.

Lakin hereby confirms to the City that, as of the date of this Agreement, the cost of the redevelopment project contemplated by the Redevelopment Agreement will be approximately as follows:

Land acquisition:	\$ 349,000.00
Building:	1,994,000.00
Machinery:	2,250,000.00
Sidewalk, curb and gutter replacement:	31,000.00
Protection of light poles during construction	3,000.00
Total	\$4,627,000.00

Of such total approximate project cost, the source of funds is as follows:

U.S. Dept. of Housing and Urban Development Community Development Block Grant—Year Six (public improvement costs):	\$ 34,000.00
Private Funds:	4,593,000.00
Total	\$4,627,000.00

Section II. Redevelopment Plan

Lakin agrees that it will begin construction by and that substantial completion of the redevelopment project is to be accomplished not later than, ...

Lakin agrees that it will comply with applicable federal, state and local laws and ordinances from time to time in effect, including (without limitation) the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, applicable ordinances of the City with respect to non-discrimination in the sale, lease or rental or in the use of occupancy of the Land or any improvement located or to be erected thereon, or any part thereof.

Section III. Enforced Delay in Performance

Neither the City nor Lakin nor any successor in interest shall be considered in breach or default of its obligations hereunder in the event of enforced delay in the performance of such obligations due to causes reasonably beyond its control, and without its fault or negligence. The time for the performance of such obligations shall be extended for the period of such enforced delay, providing the party subject to such causes reasonably beyond its control shall give written notice to the other party of the existence of such causes within a reasonable time the same shall arise.

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

No member, official, or employee of the City or the Commission shall have any personal interest, direct or indirect, in this Redevelopment Agreement; nor shall any such member, official or em-

ployee 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 or the Commission shall be personally liable to Lakin or any successor in interest, in the event of any default or breach by the City or the Commission or for any amount which may become due to Lakin or its successors in interest or on any obligation under the terms of this Agreement.

Section V. *Maintaining Records and Right to Inspect*

All books, records, and other documents relating directly to the receipt and disbursement of the above described reimbursement shall be subject to the right of access by any duly authorized representative of the EDC, of the Secretary of Housing and Urban Development, or of 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 funds, and until the final settlement and conclusion of all issues arising out of this reimbursement or under this Redevelopment Agreement.

Section VI. *Access to Project*

For the duration of this project any duly authorized representative of the EDC or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the project.

In Witness Whereof, the City of Chicago has caused this Redevelopment Agreement to be duly executed in its name and on its behalf by its Economic Development Commission, and A. Lakin and Sons, Inc., has executed and delivered the same as of the day of 1981.

[Signature forms omitted for printing purposes]

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Execution of Revolving Loan Fund Loan Agreement Authorized with Fullerton Industrial Supply, Inc.

The Committee on Finance submitted a report (referred on July 1, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a Revolving Loan Fund Loan Agreement with Fullerton Industrial Supply, Inc.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated June 4, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Fullerton Industrial Supply, Inc.; and

WHEREAS, Said loan is consistent with the primary purpose of the Economic Development Commission, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Fullerton Industrial Supply, Inc. is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Economic Development Commission has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971 and supplementary funds made available through the United States Department of Housing and Urban Development, and the Economic Development Commission proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Fullerton Industrial Supply, Inc.; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$165,000 is hereby approved for Fullerton Industrial Supply, Inc.

SECTION 2. That the Executive Director of the Economic Development Commission of the City of Chicago is hereby authorized to execute on behalf of the City a Revolving Loan Fund Loan Agreement between the City and Fullerton Industrial Supply, Inc.; said Revolving Loan Fund Loan Agreement to be in substantially the following form:

This Agreement made on or as of the day of, 19.., between the City of Chicago, by and through its Economic Development Commission, having its offices located at Two First National Plaza, Room 2020, Chicago, Illinois, and Fullerton Industrial Supply, Inc., having its offices located at 1456 West Fullerton Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, the Economic Development Commission of the City of Chicago (hereinafter referred to as the "EDC" or "Lender"), was established on the twelfth day of December, 1975, by ordinance of the City Council of the City of Chicago; and

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

Whereas, by resolution dated June 4, 1981, the EDC has approved a Revolving Loan Fund Loan Agreement (hereinafter referred to as a "RLF Agreement") with Fullerton Industrial Supply (hereinafter referred to as "the Company" or "Borrower") for the purpose(s) described in Section II(4) of this RLF Agreement; and

Whereas, The EDC has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1971 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$165,000 of these RLF Funds be made available as a RLF loan to the Company for the purpose(s) described in Section II (4) of this RLF Agreement; and

Whereas, in response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC an offer to enter into RLF Loan, No. 4 in the amount of \$165,000.

Section I. Consideration

The EDC hereby agrees, in consideration of the Company executing this RLF Agreement and agreeing to be bound by its terms to loan \$165,000 received pursuant to the above-mentioned RLF to the Company.

In consideration of the EDC making the above-mentioned RLF Loan to the Company, the Company agrees for itself, its successors and assigns, to be bound by the terms of this RLF Agreement.

Section II. Loan Agreement

The EDC shall loan funds received under the above-mentioned RLF to the Company with the following loan provisions:

- (1) this loan will be for a period of 5 years for the \$165,000 loan for fixed assets financing and working capital and shall be evidenced by a note executed by the Company.
- (2) this loan will bear interest at an annual interest rate of 75 percent of the prime rate as established from time to time by the Continental Illinois National Bank to be adjusted quarterly the first date of each quarter being January 1, April 1, July 1, and October 1. Principal repayments will commence on the day of the month following closing date and will be continually due and payable on said day of each and every month thereafter until paid in full.
- (3) the proceeds of these interest and principal payments shall be used by the EDC for eligible RLF purposes only.
- (4) the loan is to be applied by the Company toward purchasing machinery and equipment, and for working capital.
- (5) said loan made by the EDC to the Company shall be secured by a lien which is a first secured lien position on machinery and equipment purchased, with the proceeds of this loan and no less than a second secured lien position on all other assets deemed necessary by EDC, to be evidenced by the following document(s):

Financing Statements and Security Agreements, being recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(6) the Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, to assure that the EDC secures no less than a first secured lien position on these assets. No later than the date of closing, the Company shall furnish to the City of Chicago documents satisfactory to the City of Chicago which evidence said agreement(s).

(7) if the secured property described in (5) of this Section is a fixture, it will be affixed to the real property described in Section XVIII of this RLF Agreement and will not be removed by the Company without the consent of the EDC.

(8) Company agrees to have Henry A. Bellagamba and Joan Bellagamba agree to personally guarantee this loan.

Section III. Representations and Warranties of the Company

The Company represents and warrants to the EDC that:

(a) *Corporate Status.* It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

(b) *Corporate Power and Authority.* It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this RLF Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the RLF Agreement and all documents and instruments called for therein has been taken.

(c) *Binding Agreements.* This RLF Agreement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms; the Note will when issued by the Company, constitute the legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

(d) *No Violation of Agreements.* It is not in default in any respect under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by the Company of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this RLF Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

Section IV. Assurance of Projected Jobs

The Company will use its best efforts to create or cause to be created approximately 9 full time, permanent job opportunities after the completion of the project for which this RLF loan is being granted.

The Company will use its best efforts to maintain approximately 6 present full-time, permanent job opportunities, as well as the creation of the 9 new job opportunities.

The Company consents to report to the EDC, as the EDC may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

Section V. *Maintaining Records and Right to Inspect*

All books, records and other documents relating directly to the receipt and disbursement of all RLF Funds shall be subject to audit and examination by any duly authorized representative of the EDC or of the United States Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago.

Section VI. *Reporting Requirements*

The Company is required to submit to the EDC its annual financial statements audited by an independent certified public accountant until the period set forth in Section V of the RLF Agreement. In addition, the Company agrees to submit to the EDC quarterly and/or semi-annual financial statements of the Company as requested by the EDC.

Section VII. *Access to Project*

The Company agrees that for the period set forth in Section V of this Agreement, any duly authorized representatives of the EDC or of the United States Department of Commerce, Economic Development Administration, shall have, during normal business hours, access to any portion of the premises owned, leased or otherwise occupied by the Company.

Section VIII. *Disclaimer of Relationship*

The Company agrees that nothing contained in this RLF Agreement nor any act of the EDC or of the U. S. Department of Commerce, Economic Development Administration, nor 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, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the EDC.

Section IX. *Time of the Essence*

Time is of the essence under this RLF Agreement.

Section X. *Prohibition Against Transfer of Property*

The Company, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section II (5) or any interest therein, or contract or agree to do any of the same without the prior written approval of the EDC.

Section XI. *Limitation Upon Encumbrance of Property*

During the term of the loan of RLF Funds from the EDC to the Company, the Company shall not, as provided in Section II (5) (6) of this RLF Agreement, engage in any additional financing or any other transaction creating any lien or other encumbrance upon the property described at Section II (5) which would result in the RLF Loan of the EDC to the Company constituting less than a first secured lien position on the above-described property as provided in Section II (5) and (6) of this RLF Agreement.

Section XII. *Events of Default*

(1) *Acceleration.* Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment,

decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by the EDC:

(a) If a failure shall be made in the due and punctual payment of the principal or any interest on the Note when the same becomes due and payable;

(b) If the Company fails to perform or observe any covenant, agreement or condition contained in this RLF Agreement or in the Note;

(c) If any representation or warranty of the Company contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date as of which such representation or warranty was made or deemed to have been made;

(d) Bankruptcy, insolvency, assignment for the benefit of creditors or the appointment of a receiver of any part of the Secured Property as described Section II (5) of this RLF Agreement;

(e) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section II (5) of this RLF Agreement; or the occurrence of a levy, seizure or attachment of such property;

(f) If any material statement, report or certificate made or delivered by the Company or any of its officers, employees or agents, to the EDC is not true and correct;

(g) If the Company fails to pay its Liabilities, when due and payable or declared due and payable;

(h) If the Company shall fail to perform any obligation under any agreement with any Person if, in the opinion of EDC, such failure may have a material adverse effect on the Company's business;

(i) If the Company is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs, or if a petition under any chapter of the United States Bankruptcy Code or any similar law or regulation is filed against the Company for its dissolution or liquidation;

(j) If an application is made by the Company for the appointment of a receiver, trustee or custodian for the Secured Property or any other of the Company's assets;

(k) If an application is made by any Person other than the Company for the appointment of a receiver, trustee, or custodian for the Secured Property or any other of the Company's assets;

(l) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of the Company's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation, or if any taxes or debts are owing and are past due at any time or times hereafter to any one of them and becomes a lien or encumbrance upon the Secured Property or any other of assets.

(2) *No Waiver by Delay.* Any delay by the EDC in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by the Company shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that the EDC should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the

default involved); nor shall any waiver in fact be made by the EDC with respect to any specific default by the Company under this Section be considered or treated as a waiver of the rights of the EDC with respect to any other defaults or of the same default on a future occasion made by the Company under this section.

Section XIII. Remedies Upon Default

(1) In the Case of the occurrence of an Event of Default pursuant to Section XII, the Note shall, at the discretion of the EDC, without notice to the Company or any other person, immediately become due and payable in full, together with all interest accrued thereon.

(2) In the event of the occurrence of any Event of Default pursuant to Section XII the EDC may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(a) Any remedy contained in this Agreement;

(b) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law;

(c) Without notice, demand or legal process of any kind, the EDC may take possession of any or all of the Secured Property (in addition to Collateral which it might already have in its possession), wherever it might be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of the Company's premises where any of the Secured Property may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Secured Property until the same shall be sold or otherwise disposed of, and the EDC shall have the right to store the same in any of the Company's premises without costs to the EDC;

(d) At the EDC's request, the Company will, at the Company's expense, assemble the Secured Property and make it available to the EDC at a place or places to be designated by the EDC which is reasonably convenient to the EDC and the Company; and

(e) The EDC at its option, and pursuant to notification given to the Company as provided for below, may sell any Secured Property actually or constructively in its possession at public or private sale and apply the proceeds thereof as provided below.

(3) Any notification of intended disposition of any of the Secured Property required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition.

(4) Any proceeds of any disposition by the EDC of any of the Secured Property may be applied by the EDC to the payment of expenses in connection with the taking possession of, storing, preparing for sale, and disposition of Secured Property including Attorney's Fees and legal expenses, and any balance of such Proceeds may be applied by the EDC toward the payment of such of the Liabilities, and in such order of application, as the EDC may from time to time elect.

Section XIV. Equal Employment Opportunity

The Company agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d) and its regulations as promulgated in 15 CFR Subtitle A, part 8, and any amendments thereto; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and any amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this RLF Agreement as set forth in Section V.

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

(b) The Company will include the provisions of paragraph (a) 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 such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(c) The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section XV. Environmental Considerations

The Company assures the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section XVI. Labor Standards

The Company will require every building or facility constructed/improved with funds provided under this RLF Loan to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section XVII. Location of Facilities

The Company pledges to the EDC that its facilities which are to be constructed/improved by this RLF Loan are located at 1456 West Fullerton Avenue, Chicago, Illinois and that in occupying these facilities they are not relocating from another labor area nor has the Company discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. The Company's expansion into the above-described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section XVIII. Flood Hazard Insurance

The Company pledges that it has acquired or will acquire by the closing date, whatever flood hazard insurance may be required by the EDC as a condition precedent to procuring this RLF Loan, or

The Company pledges that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973. Pub.L. 93-234, 87 Stat. 975, approved December 31, 1973 as well as the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.

Section XIX. Accessibility to the Handicapped

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section XX. Recording of this Agreement

Upon the signing of this RLF Agreement by all parties hereto, it shall be promptly recorded in the Cook County Recorder's Office by the City of Chicago along with all other recorded documents pertaining to this RLF Agreement.

Section XXI. Governing Law

This RLF Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section XXII. Additional Covenants and Conditions

(1) **Affirmative Covenants.** Borrower, the Company, will:

- (a) Promptly notify Lender if and when any of Borrower's Inventory or Equipment is placed in locations other than those identified in the Agreement;
- (b) Maintain, preserve and keep its plants and properties in good repair, working order and condition;
- (c) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or any Affiliate of Borrower, or the closing of any existing places of business of Borrower or any Affiliate of Borrower, of any changes in the name of Borrower or any Affiliate of Borrower, or the use of any trade names by Borrower or any Affiliate of Borrower, or of any material change in the condition of the S.P.;
- (d) Keep the Secured Property properly housed and will keep the Secured Property insured for the full insurable value sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by persons engaged in business similar to that of Borrower, which such companies, in such amounts and under policies in such form as shall be satisfactory to Lender. Certificates of such policies of insurance have been or will be delivered to Lender within fifteen (15) days after the date hereof, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty (30) days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act, whether willful or negligent, or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument, or other item of payment for the proceeds of such

policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required herein or to pay any premium in whole or part relating thereto, then Lender, without waiving or releasing any obligations or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable Attorneys' Fees, court costs, expenses and other charges relating thereto, shall be payable on demand by Borrower to Lender;

- (e) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower;
 - (f) Reimburse Lender on demand for all costs and expenses including reasonable Attorneys' Fees, incurred by Lender in seeking to collect or enforce any rights in or to the Secured Property and, in case of any Event of Default, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement;
 - (g) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which may materially and adversely affect the operations, financial condition or business of Borrower or Lender's security interest in the Secured Property.
- (2) **Negative Covenants.** Except with the EDC's prior written consent, Borrower, the Company, will not:
- (a) Purchase or redeem any shares of the Borrower's capital stock, or declare or pay any dividends (other than dividends payable in capital stock); or redeem, repurchase or otherwise retire or acquire any of its capital stock; or make any loan advances in cash or otherwise, to any Person or entity;
 - (b) Create or permit to exist any mortgage, pledge, or other encumbrance on any Secured Property securing this Agreement, except liens of current taxes not delinquent or taxes which are being contested in good faith;
 - (c) Effect any recapitalization or be a party to any merger or consolidation; nor sell, transfer, convey or lease any of the Borrower's property nor sell or assign, except to Lender as provided in the Agreement, with or without recourse, any Accounts or notes receivable; nor purchase or otherwise acquire the business enterprise or all or substantially all of the assets of any Person, corporation, or other entity, or any shares of stock, or similar interest in, any other corporation or entity;
 - (d) Permit any money to be owing at any time to the Borrower by any of the Borrower's officers and directors, and members of their families, as a result of borrowings from the Borrower, charges by the Borrower, advances for travel expenses, or otherwise;

- (e) Make any substantial change in the present senior management, or any change in the Borrower's line of business, without prior notice to Lender;
- (f) Permit the Tangible Net Worth, as measured in the annual audited financial statements of Borrower to (i) fall below the Tangible Net Worth as shown in the audited financial statements of Borrower prepared most recently prior to the date of this Agreement, and (ii) decrease in any year subsequent to the date hereof from the Tangible Net Worth shown in the annual audited financial statements of Borrower for the immediately prior year.

Section XIII. Severability

Each covenant and agreement contained in this RLF Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this RLF Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, The Company and the City of Chicago, by and through the Economic Development Commission, have caused this RLF Agreement to be signed in their names and on their behalf as of the day of, 19.....

[Signature forms omitted for printing purposes]

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

Execution of Revolving Loan Fund Loan Agreement Authorized with Illinois Pallet and Skid Company.

The Committee on Finance submitted a report (referred on July 1, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a Revolving Loan Fund Loan Agreement between the City of Chicago and the Illinois Pallet and Skid Company.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated April 15, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Illinois Pallet and Skid Company; and

WHEREAS, Said loan is consistent with the primary purpose of the Economic Development Commission, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Illinois Pallet and Skid Company is consistent with the

goals and objectives of improving services to smaller companies and encouraging entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Economic Development Commission has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971 and supplementary funds made available through the United States Department of Housing and Urban Development, and the Economic Development Commission proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Illinois Pallet and Skid Company; now, therefore;

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

SECTION 1. That a Revolving Loan Fund Loan for \$191,000 is hereby approved for Illinois Pallet and Skid Company.

SECTION 2. That the Executive Director of the Economic Development Commission of the City of Chicago is hereby authorized to execute on behalf of the City a Revolving Loan Fund Loan Agreement between the City and Illinois Pallet and Skid Company said Revolving Loan Fund Loan Agreement to be in substantially the following form:

This Agreement made on or as of the day of, 19....., between the City of Chicago, by and through its Economic Development Commission, having its offices located at Two First National Plaza, Room 2020, Chicago, Illinois, and Illinois Pallet and Skid Co., Inc., having its offices located at 5425 South Normal Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, the Economic Development Commission of the City of Chicago (hereinafter referred to as the "EDC" or "Lender"), was established on the twelfth day of December, 1975, by ordinance of the City Council of the City of Chicago; and

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

Whereas, by resolution dated April 15, 1981, the EDC has approved a Revolving Loan Fund Agreement (hereinafter referred to as a "RLF Agreement") with Illinois Pallet and Skid Co., Inc. (hereinafter referred to as "the Company" or "Borrower") for the purpose(s) described in Section II(4) of this RLF Agreement; and

Whereas, the EDC has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1971 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$191,000 of these RLF Funds be made available as a RLF loan to the Company for the purpose(s) described in Section II(4) of this RLF Agreement; and

Whereas, in response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC an offer to enter into RLF Loan, No. 1 in the amount of \$191,000.

Section I. Consideration

The EDC hereby agrees, in consideration of the Company executing this RLF Agreement and agreeing to be bound by its terms to loan \$191,000 received pursuant to the above-mentioned RLF to the Company.

In consideration of the EDC making the above-mentioned RLF Loan to the Company, the Company agrees for itself, its successors and assigns, to be bound by the terms of this RLF Agreement.

Section II. *Loan Agreement*

The EDC shall loan funds received under the above-mentioned RLF to the Company with the following loan provisions:

- (1) this loan will be for a period of 10 years for the \$141,000 portion of the loan for fixed asset financing and for 5 years for the \$50,000 portion of the loan for working capital and shall be evidenced by a note executed by the Company.
- (2) both portions of this loan will bear interest at an annual interest rate of 12.5 percent per annum: principal repayments will commence on the day of the month following closing and will be continually due and payable on said day of each and every month thereafter until paid in full.
- (3) the proceeds of these interest and principal payments shall be used by the EDC for eligible RLF purposes only.
- (4) the loan is to be applied by the Company toward purchasing machinery and equipment and for working capital.
- (5) said loan made by the EDC to the Company shall be secured by a lien which is a first secured lien position on machinery and equipment purchased, with the proceeds of this loan and no less than a second secured lien position on all other assets as deemed necessary by EDC, to be evidenced by the following document(s):

Financing Statements and Security Agreements, being recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

- (6) the company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, to assure that the EDC secures no less than a first secured lien position on these assets. No later than the date of closing, the Company shall furnish to the City of Chicago documents satisfactory to the City of Chicago which evidence said agreement(s).
- (7) if the secured property described in (5) of this Section is a fixture, it will be affixed to the real property described in Section XVIII of this RLF Agreement and will not be removed by the Company without the consent of the EDC.
- (8) Company agrees to have David Castellanos and Hazel Poole Castellanos agree to personally guarantee this loan.

Section III. *Representations and Warranties of the Company*

The Company represents and warrants to the EDC that:

(a) *Corporate Status.* It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

(b) *Corporate Power and Authority.* It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this RLF Agreement and the Note executed thereunder, and all necessary corporate action with respect to the

execution of the RLF Agreement and all documents and instruments called for therein has been taken.

(c) *Binding Agreements.* This RLF Agreement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms; the Note will when issued by the Company, constitute the legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

(d) *No Violation of Agreements.* It is not in default in any respect under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by the Company of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this RLF Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

Section IV. *Assurance of Projected Jobs*

The Company will use its best efforts to create or cause to be created approximately 10 full-time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

The Company will use its best efforts to maintain approximately 15 present full-time, permanent job opportunities, as well as the creation of the 10 new job opportunities.

The Company consents to report to the EDC, as the EDC may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

Section V. *Maintaining Records and Right to Inspect*

All books, records and other documents relating directly to the receipt and disbursement of all RLF Funds shall be subject to audit and examination by any duly authorized representative of the EDC or of the United States Department of Housing and Urban Development. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago.

Section VI. *Reporting Requirements*

The Company is required to submit to the EDC its annual financial statements audited by an independent certified public accountant until the period set forth in Section V of the RLF Agreement. In addition, the Company agrees to submit to the EDC quarterly and/or semi-annual financial statements of the Company as requested by the EDC.

Section VII. *Access to Project*

The Company agrees that for the period set forth in Section V of this Agreement, any duly authorized representatives of the EDC or of the United States Department of Housing and Urban Development, shall have, during normal business hours, access to any portion of the premises owned, leased or otherwise occupied by the Company.

Section VIII. *Disclaimer of Relationship*

The Company agrees that nothing contained in this RLF Agreement nor any act of the EDC or of the U.S. Department of Housing and Urban Development, nor 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, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the EDC.

Section IX. Time of the Essence

Time is of the essence under this RLF Agreement.

Section X. Prohibition against Transfer of Property

The Company, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section II (5) or any interest therein, or contract or agree to do any of the same without the prior written approval of the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property

During the term of the loan of RLF Funds from the EDC to the Company, the Company shall not, as provided in Section II (5) and (6) of this RLF Agreement, engage in any additional financing or any other transaction creating any lien or other encumbrance upon the property described at Section II (5) which would result in the RLF Loan of the EDC to the Company constituting less than a first secured lien position on the above-described property as provided in Section II (5) and (6) of this RLF Agreement.

Section XII. Events of Default

(1) **Acceleration.** Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by the EDC:

(a) If a failure shall be made in the due and punctual payment of the principal or any interest on the Note when the same becomes due and payable;

(b) If the Company fails to perform or observe any covenant, agreement or condition contained in this RLF Agreement or in the Note;

(c) If any representation or warranty of the Company contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date as of which such representation or warranty was made or deemed to have been made.

(d) Bankruptcy, insolvency, assignment for the benefit of creditors or the appointment of a receiver of any part of the Secured Property as described Section II (5) of this RLF Agreement.

(e) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section II (5) of this RLF Agreement; or the occurrence of a levy, seizure or attachment of such property.

(f) If any material statement, report or certificate made or delivered by the Company or any of its officers, employees or agents, to the EDC is not true and correct;

(g) If the Company fails to pay its Liabilities, when due and payable or declared due and payable;

(h) If the Company shall fail to perform any obligation under any agreement with any Person if, in the opinion of EDC, such failure may have a material adverse effect on the Company's business;

(i) If the Company is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs, or if a petition under any chapter of the United States

Bankruptcy Code or any similar law or regulation is filed against the Company for its dissolution or liquidation;

(j) If an application is made by the Company for the appointment of a receiver, trustee or custodian for the Secured Property or any other of the Company's assets;

(k) If an application is made by any Person other than the Company for the appointment of a receiver, trustee, or custodian for the Secured Property or any other of the Company's assets;

(1) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of the Company's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation, or if any taxes or debts are owing and are past due at any time or times hereafter to any one of them and becomes a lien or encumbrance upon the Secured Property or any other assets;

(2) **No Waiver by Delay.** Any delay by the EDC in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by the Company shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that the EDC should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved); nor shall any waiver in fact be made by the EDC with respect to any specific default by the Company under this Section be considered or treated as a waiver of the rights of the EDC with respect to any other defaults or of the same default on a future occasion made by the Company under this section.

Section XIII. Remedies Upon Default

(1) In the Case of the occurrence of an Event of Default pursuant to Section XII, the Note shall, at the discretion of the EDC, without notice to the Company or any other person, immediately become due and payable in full, together with all interest accrued thereon.

(2) In the event of the occurrence of any Event of Default pursuant to Section XII the EDC may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(a) Any remedy contained in this Agreement;

(b) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law;

(c) Without notice, demand or legal process of any kind, the EDC may take possession of any or all of the Secured Property (in addition to Collateral which it might already have in its possession), wherever it might be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of the Company's premises where any of the Secured Property may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Secured Property until the same shall be sold or otherwise disposed of, and the EDC shall have the right to store the same in any of the Company's premises without costs to the EDC;

(d) At the EDC's request, the Company will, at the Company's expense, assemble the Secured Property and make it available to the EDC at a place or

places to be designated by the EDC which is reasonably convenient to the EDC and the Company; and

(e) The EDC at its option, and pursuant to notification given to the Company as provided for below, may sell any Secured Property actually or constructively in its possession at public or private sale and apply the proceeds thereof as provided below.

(3) Any notification of intended disposition of any of the Secured Property required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition.

(4) Any proceeds of any disposition by the EDC of any of the Secured Property may be applied by the EDC to the payment of expenses in connection with the taking of possession of, storing, preparing for sale, and disposition of Secured Property including Attorney's Fees and legal expenses, and any balance of such Proceeds may be applied by the EDC toward the payment of such of the Liabilities, and in such order of application, as the EDC may from time to time elect.

Section XIV. *Equal Employment Opportunity*

The Company agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d) and its regulations as promulgated in 15 CFR Subtitle A, part 8, and any amendments thereto; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and any amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this RLF Agreement as set forth in Section V.

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

(b) The Company will include the provisions of paragraph (a) 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 such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(c) The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section XV. *Environmental Considerations*

The Company assures the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section XVI. *Labor Standards*

The Company will require every building or facility constructed/improved with funds provided under this RLF Loan to meet the labor standards and

prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section XVII. *Location of Facilities*

The Company pledges to the EDC that its facilities which are to be constructed/improved by this RLF Loan are located at 5425 South Normal Avenue, Chicago, Illinois and that in occupying these facilities they are not relocating from another labor area nor has the Company discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. The Company's expansion into the above-described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section XVIII. *Flood Hazard Insurance*

The Company pledges that it has acquired or will acquire by the closing date, whatever flood hazard insurance may be required by the EDC as a condition precedent to procuring this RLF Loan, or

The Company pledges that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat. 975, approved December 31, 1973 as well as the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention control and abatement of water pollution.

Section XIX. *Accessibility to the Handicapped*

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section XX. *Recording of this Agreement*

Upon the signing of this RLF Agreement by all parties hereto, it shall be promptly recorded in the Cook County Recorder's Office by the City of Chicago along with all other recorded documents pertaining to this RLF Agreement.

Section XXI. *Governing Law*

This RLF Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section XXII. *Additional Covenants and Conditions*

(1) *Affirmative Covenants.* Borrower, the Company, will:

- (a) Promptly notify Lender if and when any of Borrower's Inventory or Equipment is placed in locations other than those identified in the Agreement.
- (b) Maintain, preserve and keep its plants and properties in good repair, working order and condition.
- (c) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or any Affiliate of Borrower, or the closing of any existing places of business of Borrower or any Affiliate of Borrower, of any changes in the name of Borrower or any Affiliate of Borrower, or the use of any trade names by Borrower or any Affiliate of Borrower, or of any material change in the condition of the S.P.

(d) Keep the Secured Property properly housed and will keep the Secured Property insured for the full insurable value sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by persons engaged in business similar to that of Borrower, which such companies, in such amounts and under policies in such form as shall be satisfactory to Lender. Certificates of such policies of insurance have been or will be delivered to Lender within fifteen (15) days after the date hereof, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty (30) days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act, whether willful or negligent, or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and appoints Lender (and all officers employees or agent designated by Lender) as Borrower's true and lawful attorney (and agent-in fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower or any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required herein or to pay any premium in whole or part relating thereto, then Lender, without waiving or releasing any obligations or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable Attorneys' Fees, court costs, expenses and other charges relating thereto, shall be payable on demand by Borrower to Lender.

(e) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower.

(f) Reimburse Lender on demand for all costs and expenses including reasonable Attorneys' Fees, incurred by Lender in seeking to collect or enforce any rights in or to the Secured Property and, in case of any Event of Default, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement.

(g) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which

may materially and adversely affect the operations, financial condition or business of Borrower or Lender's security interest in the Secured Property.

(2) *Negative Covenants.* Except with the EDC's prior written consent, Borrower, the Company, will not:

(a) Purchase or redeem any shares of the Borrower's capital stock, or declare or pay any dividends (other than dividends payable in capital stock); or redeem, repurchase or otherwise retire or acquire any of its capital stock; or make any loans, advances in cash or otherwise, to any Person or entity.

(b) Create or permit to exist any mortgage, pledge, or other encumbrance on any Secured Property securing this Agreement, except liens of current taxes not delinquent or taxes which are being contested in good faith.

(c) Effect any recapitalization or be a party to any merger or consolidation; nor sell, transfer, convey or lease any of the Borrower's property nor sell or assign, except to Lender as provided in the Agreement, with or without recourse, any Accounts or notes receivable; nor purchase or otherwise acquire the business enterprise or all or substantially all of the assets of any Person, corporation, or other entity, or any shares of stock, or similar interest in, any other corporation or entity.

(d) Permit any money to be owing at any time to the Borrower by any of the Borrower's officers and directors, and members of their families, as a result of borrowings from the Borrower, charges by the Borrower, advances for travel expenses, or otherwise.

(e) Make any substantial change in the present senior management, or any change in the Borrower's line of business, without prior notice to Lender.

(f) Permit the Tangible Net Worth, as measured in the annual audited financial statements of Borrower to (i) fall below the Tangible Net Worth as shown in the audited financial statements of Borrower prepared most recently prior to the date of this Agreement, and (ii) decrease in any year subsequent to the date hereof from the Tangible Net Worth shown in the annual audited financial statements of Borrower for the immediately prior year.

Section XXIII. *Severability*

Each covenant and agreement contained in this RLF Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this RLF Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, The Company and the City of Chicago, by and through the Economic Development Commission, have caused this RLF Agreement to be signed in their names and on their behalf as of the day of, 19.....

[Signature forms omitted for printing purposes]

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

**Execution of Revolving Loan Fund Loan Agreement
Authorized with Lawndale Packaging, Inc.**

The Committee on Finance submitted a report (referred on July 1, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a Revolving Loan Fund Loan Agreement between the City of Chicago and Lawndale Packaging, Inc.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Meil, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Vollni, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated April 15, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Lawndale Packaging, Inc.; and

WHEREAS, Said loan is consistent with the primary purpose of the Economic Development Commission, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Lawndale Packaging, Inc. is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Economic Development Commission has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971 and supplementary funds made available through the United States Department of Housing and Urban Development, and the Economic Development Commission proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Lawndale Packaging, Inc.; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$283,000 is hereby approved for Lawndale Packaging, Inc.

SECTION 2. That the Executive Director of the Economic Development Commission of the City of Chicago is hereby authorized to execute on behalf of the City a Revolving Loan Fund Loan Agreement between the City and Lawndale Packaging, Inc.; said Revolving Loan Fund Loan Agreement to be in substantially the following form:

This Agreement made on or as of the day of 19....., between the City of Chicago, by and through its Economic Development Commission, having its offices located at Two First National Plaza, Room 2020, Chicago, Illinois, and Lawndale Packaging, Inc., having its offices located at No. 4301 South Ashland Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, The Economic Development Commission of the City of Chicago (hereinafter referred to as the "EDC" or Lender"), was established on the twelfth day of December, 1975, by ordinance of the City Council of the City of Chicago; and

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

Whereas, By resolution dated April 15, 1981, the EDC has approved a Revolving Loan Fund Loan Agreement (hereinafter referred to as a "RLF Agreement") with Lawndale Packaging, Inc. (hereinafter referred to as "the Company" or "Borrower") for the purpose(s) described in Section II(4) of this RLF Agreement; and

Whereas, The EDC has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1971 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$283,000 of these RLF Funds be made available as a RLF loan to the Company for the purpose(s) described in Section II (4) of this RLF Agreement; and

Whereas, In response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC an offer to enter into RLF Loan, No. 2 in the amount of \$283,000.

Section I. Consideration

The EDC hereby agrees, in consideration of the Company executing this RLF Agreement and agreeing to be bound by its terms to loan \$283,000 received pursuant to the above-mentioned RLF to the Company.

In consideration of the EDC making the above-mentioned RLF Loan to the Company, the Company agrees for itself, its successors and assigns, to be bound by the terms of this RLF Agreement.

Section II. Loan Agreement

The EDC shall loan funds received under the above-mentioned RLF to the Company with the following loan provisions:

- (1) this loan will be for a period of 10 years for the \$233,000 portion of the loan for fixed asset financing and for 5 years for the \$50,000 portion of the loan for working capital and shall be evidenced by a note executed by the Company.
- (2) both portions of this loan will bear interest at an annual interest rate of 12.5 percent per annum: principal repayments will commence on the day of the month following closing and will be continually due and payable on said day of each and every month thereafter until paid in full.
- (3) the proceeds of these interest and principal payments shall be used by the EDC for eligible RLF purposes only.
- (4) the loan is to be applied by the Company toward purchasing machinery and equipment, and for working capital.
- (5) said loan made by the EDC to the Company shall be secured by a lien which is a first secured lien position on machinery and equipment purchased, with the proceeds of this loan, and no less than a second secured

lien position on all other assets as deemed necessary by EDC be evidenced by the following document(s):

Financing Statements and Security Agreements, being recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

- (6) the Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, to assure that the EDC secures no less than a first secured lien position on these assets. No later than the date of closing, the Company shall furnish to the City of Chicago documents satisfactory to the City of Chicago which evidence said agreement(s).
- (7) if the secured property described in (5) of this Section is a fixture, it will be affixed to the real property described in Section XVIII of this RLF Agreement and will not be removed by the Company without the consent of the EDC.

Section III. *Representations and Warranties of the Company*

The Company represents and warrants to the EDC that:

(a) *Corporate Status.* It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

(b) *Corporate Power and Authority.* It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this RLF Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the RLF Agreement and all documents and instruments called for therein has been taken.

(c) *Binding Agreements.* This RLF Agreement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms; the Note will when issued by the Company, constitute the legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

(d) *No Violation of Agreements.* It is not in default in any respect under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by the Company of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this RLF Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

Section IV. *Assurance of Projected Jobs*

The Company will use its best efforts to create or cause to be created approximately 9 full time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

The Company will use its best efforts to maintain approximately 32 present full-time, permanent job opportunities, as well as the creation of the 9 new job opportunities.

The Company consents to report to the EDC, as the EDC may from time to time require, on the numbers and kinds of such jobs maintained and created and filled:

Section V. *Maintaining Records and Right to Inspect*

All books, records and other documents relating directly to the receipt and disbursement of all RLF Funds shall be subject to audit and examination by any duly authorized representative of the EDC or of the United States Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago.

Section VI. *Reporting Requirements*

The Company is required to submit to the EDC its annual financial statements audited by an independent certified public accountant until the period set forth in Section V of the RLF Agreement. In addition, the Company agrees to submit to the EDC quarterly and/or semi-annual financial statements of the Company as requested by the EDC.

Section VII. *Access to Project*

The Company agrees that for the period set forth in Section V of this Agreement, any duly authorized representatives of the EDC or of the United States Department of Commerce, Economic Development Administration, shall have, during normal business hours, access to any portion of the premises owned, leased or otherwise occupied by the Company.

Section VIII. *Disclaimer of Relationship*

The Company agrees that nothing contained in this RLF Agreement nor any act of the EDC or of the U.S. Department of Commerce, Economic Development Administration, nor 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, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the EDC.

Section IX. *Time of the Essence*

Time is of the essence under this RLF Agreement.

Section X. *Prohibition Against Transfer of Property*

The Company, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section II (5) or any interest therein, or contract or agree to do any of the same without the prior written approval of the EDC.

Section XI. *Limitation Upon Encumbrance of Property*

During the term of the loan of RLF Funds from the EDC to the Company, the Company shall not, as provided in Section II (5) (6) of this RLF Agreement, engage in any additional financing or any other transaction creating any lien or other encumbrance upon the property described at Section II (5) which would result in the RLF Loan of the EDC to the Company constituting less than a first secured lien position on the above-described property as provided in Section II (5) and (6) of this RLF Agreement.

Section XII. *Events of Default*

1) *Acceleration.* Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by the EDC:

(a) If a failure shall be made in the due and punctual payment of the principal or any interest on the Note when the same becomes due and payable;

(b) If the Company fails to perform or observe any covenant, agreement or condition contained in this RLF Agreement or in the Note;

(c) If any representation or warranty of the Company contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date as of which such representation or warranty was made or deemed to have been made.

(d) Bankruptcy, insolvency, assignment for the benefit of creditors or the appointment of a receiver of any part of the Secured Property as described Section II (5) of this RLF Agreement.

(e) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section II (5) of this RLF Agreement; or the occurrence of a levy, seizure or attachment of such property.

(f) If any material statement, report or certificate made or delivered by the Company or any of its officers, employees or agents, to the EDC is not true and correct;

(g) If the Company fails to pay its Liabilities, when due and payable or declared due and payable;

(h) If the Company shall fail to perform any obligation under any agreement with any Person if, in the opinion of EDC, such failure may have a material adverse effect on the Company's business;

(i) If the Company is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs, or if a petition under any chapter of the United States Bankruptcy Code or any similar law or regulation is filed against the Company for its dissolution or liquidation;

(j) If an application is made by the Company for the appointment of a receiver, trustee or custodian for the Secured Property or any other of the Company's assets;

(k) If an application is made by any Person other than the Company for the appointment of a receiver, trustee, or custodian for the Secured Property or any other of the Company's assets;

(l) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of the Company's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation, or if any taxes or debts are owing and are past due at any time or times hereafter to any one of them and becomes a lien or encumbrance upon the Secured Property or any other of assets;

(2) *No Waiver by Delay.* Any delay by the EDC in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by the Company shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that the EDC should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact be made by the EDC with respect to any specific default by the Company under this Section be considered or treated as a waiver of the rights of the EDC with respect to any other defaults or of the same default on a future occasion made by the Company under this section.

Section XIII. Remedies Upon Default

(1) In the Case of the occurrence of an Event of Default pursuant to Section XII, the Note shall, at the discretion of the EDC, without notice to the Company or any other person, immediately become due and payable in full, together with all interest accrued thereon.

(2) In the event of the occurrence of any Event of Default pursuant to Section XII the EDC may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(a) Any remedy contained in this Agreement;

(b) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law;

(c) Without notice, demand or legal process of any kind, the EDC may take possession of any or all of the Secured Property (in addition to Collateral which it might already have in its possession), wherever it might be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of the Company's premises where any of the Secured Property may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Secured Property until the same shall be sold or otherwise disposed of, and the EDC shall have the right to store the same in any of the Company's premises without costs to the EDC;

(d) At the EDC's request, the Company will, at the Company's expense, assemble the Secured Property and make it available to the EDC at a place or places to be designated by the EDC which is reasonably convenient to the EDC and the Company; and

(e) The EDC at its option, and pursuant to notification given to the Company as provided for below, may sell any Secured Property actually or constructively in its possession at public or private sale and apply the proceeds thereof as provided below.

(3) Any notification of intended disposition of any of the Secured Property required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition.

(4) Any proceeds of any disposition by the EDC of any of the Secured Property may be applied by the EDC to the payment of expenses in connection with the taking possession of, storing, preparing for sale, and disposition of Secured Property including Attorney's Fees and legal expenses, and any balance of such Proceeds may be applied by the EDC toward the payment of such of the Liabilities, and in such order of application, as the EDC may from time to time elect.

Section XIV. Equal Employment Opportunity

The Company agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d) and its regulations as promulgated in 15 CFR Subtitle A, part 8, and any amendments thereof; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and any amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this RLF Agreement as set forth in Section V.

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, handicap or sex. The Company will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion,

handicap or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The Company will include the provisions of paragraph (a) 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 such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(c) The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section XV. Environmental Considerations

The Company assures the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section XVI. Labor Standards

The Company will require every building or facility constructed/improved with funds provided under this RLF Loan to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section XVII. Location of Facilities

The Company pledges to the EDC that its facilities which are to be constructed/improved by this RLF Loan are located at 4310 South Ashland Avenue, Chicago, Illinois and that in occupying these facilities they are not relocating from another labor area nor has the Company discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. The Company's expansion into the above-described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section XVIII. Flood Hazard Insurance

The Company pledges that it has acquired or will acquire by the closing date, whatever flood hazard insurance may be required by the EDC as a condition precedent to procuring this RLF Loan, or

The Company pledges that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat.975, approved December 31, 1973 as well as the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.

Section XIX. Accessibility to the Handicapped

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section XX. Recording of This Agreement

Upon the signing of this RLF Agreement by all parties hereto, it shall be promptly recorded in the Cook County Recorder's Office by the City of Chicago along with all other recorded documents pertaining to this RLF Agreement.

Section XXI. Governing Law

This RLF Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section XXII. Additional Covenants and Conditions

(1) *Affirmative Covenants.* Borrower, the Company, will:

(a) Promptly notify Lender if and when any of Borrower's Inventory or Equipment is placed in locations other than those identified in the Agreement;

(b) Maintain, preserve and keep its plants and properties in good repair, working order and condition;

(c) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or any Affiliate or Borrower, or the closing of any existing places of business of Borrower or any Affiliate of Borrower, of any changes in the name of Borrower or any Affiliate of Borrower, or the use of any trade names by Borrower or any Affiliate of Borrower, or of any material change in the condition of the S.P.;

(d) Keep the Secured Property properly housed and will keep the Secured Property insured for the full insurable value sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by persons engaged in business similar to that of Borrower, which such companies, in such amounts and under policies in such form as shall be satisfactory to Lender. Certificates of such policies of insurance have been or will be delivered to Lender within fifteen (15) days after the date hereof, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty (30) days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act, whether willful or negligent, or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and appoints Lender (and all officers, employees, or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required herein or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligations or default by

Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable Attorneys' Fees, court costs, expenses and other charges relating thereto, shall be payable on demand by Borrower to Lender;

- (e) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower;
 - (f) Reimburse Lender on demand for all costs and expenses including reasonable Attorneys' Fees, incurred by Lender in seeking to collect or enforce any rights in or to the Secured Property and, in case of any Event of Default, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement;
 - (g) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which may materially and adversely affect the operations, financial condition or business of Borrower or Lender's security interest in the Secured Property.
- (2) *Negative Covenants.* Except with the EDC's prior written consent, Borrower, the Company, will not:
- (a) Purchase or redeem any shares of the Borrower's capital stock, or declare or pay any dividends (other than dividends payable in capital stock); or redeem, repurchase or otherwise retire or acquire any of its capital stock; or make any loans advances in cash or otherwise, to any Person or entity;
 - (b) Create or permit to exist any mortgage, pledge, or other encumbrance on any Secured Property securing this Agreement, except liens of current taxes not delinquent or taxes which are being contested in good faith;
 - (c) Effect any recapitalization or be a party to any merger or consolidation; nor sell, transfer, convey or lease any of the Borrower's property nor sell or assign, except to Lender as provided in the Agreement, with or without recourse, any Accounts or notes receivable; or purchase or otherwise acquire the business enterprise or all or substantially all of the assets of any Person, corporation, or other entity, or any shares of stock, or similar interest in, any other corporation or entity;
 - (d) Permit any money to be owing at any time to the Borrower by any of the Borrower's officers and directors, and members of their families, as a result of borrowings from the Borrower, charges by the Borrower, advances for travel expenses, or otherwise;
 - (e) Make any substantial change in the present senior management, or any change in the Borrower's line of business, without prior notice to Lender;

- (f) Permit the Tangible Net Worth, as measured in the annual audited financial statements of Borrower to (i) fall below the Tangible Net Worth as shown in the audited financial statements of Borrower prepared most recently prior to the date of this Agreement, and (ii) decrease in any year subsequent to the date hereof from the Tangible Net Worth shown in the annual audited financial statements of Borrower for the immediately prior year.

Section XXIII. Severability

Each covenant and agreement contained in this RLF Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this RLF Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, The Company and the City of Chicago, by and through the Economic Development Commission, have caused this RLF Agreement to be signed in their names and on their behalf as of the day of, 19.....

[Signature forms omitted for printing purposes]

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

Execution of Revolving Loan Fund Loan Agreement Authorized with System Seating, Inc.

The Committee on Finance submitted a report (referred on July 1, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a Revolving Loan Fund Loan Agreement between the City of Chicago and System Seating, Inc.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcini, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated June 4, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for System Seating, Inc.; and

WHEREAS, Said loan is consistent with the primary purpose of the Economic Development Commission, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to System Seating, Inc. is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Economic Development Commission has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971 and supplementary funds made available through the United States Department of Housing and Urban Development, and the Economic Development Commission proposed that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to System Seating, Inc.; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$150,000 is hereby approved for System Seating, Inc.

SECTION 2. That the Executive Director of the Economic Development Commission of the City of Chicago is hereby authorized to execute on behalf of the City a Revolving Loan Fund Loan Agreement between the City and System Seating, Inc.; said Revolving Loan Fund Loan Agreement to be in substantially the following form:

This Agreement made on or as of the day of 19...., between the City of Chicago, by and through its Economic Development Commission, having its offices located at Two First National Plaza, Room 2020, Chicago, Illinois, and System Seating, Inc., having its offices located at 1344 West 37th Street, Chicago, Illinois.

WITNESSETH:

Whereas, The Economic Development Commission of the City of Chicago (hereinafter referred to as the "EDC" or "Lender"), was established on the Twelfth day of December, 1975, by ordinance of the City Council of the City of Chicago; and

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

Whereas, By resolution dated June 4, 1981, the EDC has approved a Revolving Loan Fund Loan Agreement (hereinafter referred to as a "RLF Agreement") with System Seating, Inc. (hereinafter referred to as "the Company" or "Borrower") for the purpose(s) described in Section II(4) of this RLF Agreement; and

Whereas, The EDC has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1971 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$150,000 of these RLF Funds be made available as a RLF loan to the Company for the purpose(s) described in Section II (4) of this RLF Agreement; and

Whereas, In response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC an offer to enter into RLF Loan, No. 3 in the amount of \$150,000.

Section I. *Consideration*

The EDC agrees, in consideration of the Company executing this RLF Agreement and agreeing to be bound by its terms to loan \$150,000 received pursuant to the above-mentioned RLF to the Company.

In consideration of the EDC making the above-mentioned RLF Loan to the Company, the Company agrees for itself, its successors and assigns, to be bound by the terms of this RLF Agreement.

Section II. *Loan Agreement*

The EDC shall loan funds received under the above-mentioned RLF to the Company with the following loan provisions:

- (1) this loan will be for a period of 8 years for the \$68,000 portion of the loan for fixed asset financing and for 5 years for the \$82,000 portion of the loan for working capital and shall be evidenced by a note executed by the Company.
- (2) both portions of this loan will bear interest at an annual interest rate of 12.5 percent per annum: principal repayments will commence on the day of the month following closing and will be continually due and payable on said day of each and every month thereafter until paid in full.
- (3) the proceeds of these interest and principal payments shall be used by the EDC for eligible RLF purposes only.
- (4) the loan is to be applied by the Company toward purchasing machinery and equipment, and for working capital.
- (5) said loan made by the EDC to the Company shall be secured by a lien which is a first secured lien position on machinery and equipment purchased, with the proceeds of this loan and no less than a second secured lien position on all other assets deemed necessary by EDC, to be evidenced by the following document(s): Financing Statements and Security Agreements, being recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.
- (6) the Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, to assure that the EDC secures no less than a first secured lien position on these assets. No later than the date of closing, the Company shall furnish to the City of Chicago documents satisfactory to the City of Chicago which evidence said agreement(s).
- (7) if the secured property described in (5) of this Section is a fixture, it will be affixed to the real property described in Section XVIII of this RLF Agreement and will not be removed by the Company without the consent of the EDC.
- (8) Company agreed to have David Wilson and John W. Wilson agree to personally guarantee this loan.

Section III. *Representations and Warranties of the Company*

The Company represents and warrants to the EDC that:

(a) *Corporate Status.* It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

(b) *Corporate Power and Authority.* It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this RLF Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the RLF Agreement and all documents and instruments called for therein has been taken.

(c) *Binding Agreements.* This RLF Agreement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its

terms; the Note will when issued by the Company, constitute the legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

(d) *No Violation of Agreements.* It is not in default in any respect under any indenture, mortgage, deed or trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by the Company of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this RLF Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

Section IV. Assurance of Projected Jobs

The Company will use its best efforts to create or cause to be created approximately 10 full time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

The Company will use its best efforts to maintain approximately 40 present full-time, permanent job opportunities, as well as the creation of 10 new job opportunities.

The Company consents to report to the EDC, as the EDC may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

Section V. Maintaining Records and Right to Inspect

All books, records and other documents relating directly to the receipt and disbursement of all RLF Funds shall be subject to audit and examination by any duly authorized representative of the EDC or of the United States Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago.

Section VI. Reporting Requirements

The Company is required to submit to the EDC its annual financial statements audited by an independent certified public accountant until the period set forth in Section V of the RLF Agreement. In addition, the Company agrees to submit to the EDC quarterly and/or semi-annual financial statements of the Company as requested by the EDC.

Section VII. Access to Project

The Company agrees that for the period set forth in Section V of this Agreement, any duly authorized representatives of the EDC or of the United States Department of Commerce, Economic Development Administration, shall have, during normal business hours, access to any portion of the premises owned, leased or otherwise occupied by the Company.

Section VIII. Disclaimer of Relationship

The Company agrees that nothing contained in this RLF Agreement nor any act of the EDC or of the U.S. Department of Commerce, Economic Development Administration, nor 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, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the EDC.

Section IX. Time of the Essence

Time is of the essence under this RLF Agreement.

Section X. Prohibition Against Transfer of Property

The Company, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section II (5), or any interest therein, or contract or agree to do any of the same without the prior written approval of the EDC.

Section XI. Limitation Upon Encumbrance of Property

During the term of the loan of RLF Funds from the EDC to the Company, the Company shall not, as provided in Section II (5) and (6) of this RLF Agreement, engage in any additional financing or any other transaction creating any lien or other encumbrance upon the property described at Section II (5) which would result in the RLF Loan of the EDC to the Company constituting less than a first secured lien position on the above-described property as provided in Section II (5) and (6) of this RLF Agreement.

Section XII. Events of Default

(1) *Acceleration.* Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by the EDC:

(a) If a failure shall be made in the due and punctual payment of the principal or any interest on the Note when the same becomes due and payable;

(b) If the Company fails to perform or observe any covenant, agreement or condition contained in this RLF Agreement or in the Note;

(c) If any representation or warranty of the Company contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date as of which such representation or warranty was made or deemed to have been made.

(d) Bankruptcy, insolvency, assignment for the benefit of creditors or the appointment of a receiver of any part of the Secured Property as described in Section II (5) of this RLF Agreement.

(e) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section II (5) of this RLF Agreement; or the occurrence of a levy, seizure or attachment of such property.

(f) If any material statement, report or certificate made or delivered by the Company or any of its officers, employees or agents, to the EDC is not true and correct;

(g) If the Company fails to pay its Liabilities, when due and payable or declared due and payable;

(h) If the Company shall fail to perform any obligation under any agreement with any Person if, in the opinion of EDC, such failure may have a material adverse effect on the Company's business;

(i) If the Company is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs, or if a petition under any chapter of the United States Bankruptcy Code or any similar law or regulation is filed against the Company for its dissolution or liquidation;

(j) If an application is made by the Company for the appointment of a receiver, trustee or custodian for the Secured Property or any other of the Company's assets;

(k) If an application is made by any Person other than the Company for the appointment of a receiver, trustee, or custodian for the Secured Property or any other of the Company's assets;

(1) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of the Company's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation, or if any taxes or debts are owing and are past due at any time or times hereafter to any one of them and becomes a lien or encumbrance upon the Secured Property or any other of assets;

(2) *No Waiver by Delay.* Any delay by the EDC in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by the Company shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that the EDC should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved); nor shall any waiver in fact be made by the EDC with respect to any specific default by the Company under this Section be considered or treated as a waiver of the rights of the EDC with respect to any other defaults or of the same default on a future occasion made by the Company under this section.

Section XIII. Remedies Upon Default

(1) In the Case of the occurrence of an Event of Default pursuant to Section XII, the Note shall, at the discretion of the EDC, without notice to the Company or any other person, immediately become due and payable in full, together with all interest accrued thereon.

(2) In the event of the occurrence of any Event of Default pursuant to Section XII the EDC may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(a) Any remedy contained in this Agreement;

(b) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law;

(c) Without notice, demand or legal process of any kind, the EDC may take possession of any or all of the Secured Property (in addition to Collateral which it might already have in its possession), wherever it might be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of the Company's premises where any of the Secured Property may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Secured Property until the same shall be sold or otherwise disposed of, and the EDC shall have the right to store the same in any of the Company's premises without costs to the EDC;

(d) At the EDC's request, the Company will, at the Company's expense, assemble the Secured Property and make it available to the EDC at a place or places to be designated by the EDC which is reasonably convenient to the EDC and the Company; and

(e) The EDC at its option, and pursuant to notification given to the Company as provided

for below, may sell any Secured Property actually or constructively in its possession at public or private sale and apply the proceeds thereof as provided below.

(3) Any notification of intended disposition of any of the Secured Property required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition.

(4) Any proceeds of any disposition by the EDC of any of the Secured Property may be applied by the EDC to the payment of expenses in connection with the taking possession of, storing, preparing for sale, and disposition of Secured Property including Attorney's Fees and legal expenses, and any balance of such Proceeds may be applied by the EDC toward the payment of such of the Liabilities, and in such order of application, as the EDC may from time to time elect.

Section XIV. Equal Employment Opportunity

The Company agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d) and its regulations as promulgated in 15 CFR Subtitle A, part 8, and any amendments thereto; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and any amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this RLF Agreement as set forth in Section V.

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

(b) The Company will include the provisions of paragraph (a) 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 such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(c) The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section XV. Environmental Considerations

The Company assures the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section XVI. Labor Standards

The Company will require every building or facility constructed/improved with funds provided under this RLF Loan to meet the labor standards and prevailing wage schedules of the Davis-Beacon Act, as amended (40 U.S.C. 276a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section XVII. Location of Facilities

The Company pledges to the EDC that its facilities which are to be constructed/improved by this RLF Loan are located at 1344 West 37th Street, Chicago, Illinois and that in occupying these facilities they are not relocating from another labor area nor has the Company discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. The Company's expansion into the above-described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section XVIII. Flood Hazard Insurance

The Company pledges that it has acquired or will acquire by the closing date, whatever flood hazard insurance may be required by the EDC as a condition precedent to procuring this RLF Loan, or

The Company pledges that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat. 975, approved December 31, 1973 as well as the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.

Section XIX. Accessibility to the Handicapped

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section XX. Recording of This Agreement

Upon the signing of this RLF Agreement by all parties hereto, it shall be promptly recorded in the Cook County Recorder's Office by the City of Chicago along with all other recorded documents pertaining to this RLF Agreement.

Section XXI. Governing Law

This RLF Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section XXII. Additional Covenants and Conditions

- (1) **Affirmative Covenants.** Borrower, the Company, will:
 - (a) Promptly notify Lender if and when any of Borrower's Inventory or Equipment is placed in locations other than those identified in the Agreement.
 - (b) Maintain, preserve and keep its plants and properties in good repair, working order and condition.
 - (c) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or any Affiliate of Borrower, or the closing of any existing places of business of Borrower or any Affiliate of Borrower, of any changes in the name of Borrower or any Affiliate of Borrower, or the use of any trade names by Borrower or any Affiliate of Borrower, or of any material change in the condition of the S.P.

- (d) Keep the Secured Property properly housed and will keep the Secured Property insured for the full insurable value sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by persons engaged in business similar to that of Borrower, which such companies, in such amounts and under policies in such form as shall be satisfactory to Lender. Certificates of such policies of insurance have been or will be delivered to Lender within fifteen (15) days after the date hereof, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty (30) days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act, whether willful or negligent, or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required herein or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligations or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable Attorneys' Fees, court costs, expenses and other charges relating thereto, shall be payable on demand by Borrower to Lender.
- (e) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower.
- (f) Reimburse Lender on demand for all costs and expenses including reasonable Attorneys' Fees, incurred by Lender in seeking to collect or enforce any rights in or to the Secured Property and, in case of any Event of Default, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement.
- (g) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which may materially and ad-

versely affect the operations, financial condition or business of Borrower or Lender's security interest in the Secured Property.

- (2) *Negative Covenants.* Except with the EDC's prior written consent, Borrower, the Company, will not:
- (a) Purchase or redeem any shares of the Borrower's capital stock, or declare or pay any dividends (other than dividends payable in capital stock); or redeem, repurchase or otherwise retire or acquire any of its capital stock; or make any loans, advances in cash or otherwise, to any Person or entity.
 - (b) Create or permit to exist any mortgage, pledge, or other encumbrance on any Secured Property securing this Agreement, except liens of current taxes not delinquent or taxes which are being contested in good faith.
 - (c) Effect any recapitalization or be a party to any merger or consolidation; nor sell, transfer, convey or lease any of the Borrower's property nor sell or assign, except to Lender as provided in the Agreement, with or without recourse, any Accounts or notes receivable; nor purchase or otherwise acquire the business enterprise or all or substantially all of the assets of any Person, corporation, or other entity, or any shares of stock, or similar interest in, any other corporation or entity.
 - (d) Permit any money to be owing at any time to the Borrower by any of the Borrower's officers and directors, and members of their families, as a result of borrowings from the Borrower, charges by the Borrower, advances for travel expenses, or otherwise.
 - (e) Make any substantial change in the present senior management, or any change in the Borrower's line of business, without prior notice to Lender.
 - (f) Permit the Tangible Net Worth, as measured in the annual audited financial statements of Borrower to (i) fall below the Tangible Net Worth as shown in the audited financial statements of Borrower prepared most recently prior to the date of this Agreement, and (ii) decrease in any year subsequent to the date hereof from the Tangible Net Worth shown in the annual audited financial statements of Borrower for the immediately prior year.

Section XXIII. Severability

Each covenant and agreement contained in this RLF Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this RLF Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, The Company and the City of Chicago, by and through the Economic Development Commission, have caused this RLF Agreement to be signed in their names and on their behalf as of the day of, 19.....

[Signature forms omitted for printing purposes]

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

Execution of License Agreement Authorized between City and C.T.A. for Use of City-owned Property for Bus Shelter at S. Racine Av. and W. 61st St.

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

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

SECTION 1. That the Mayor is authorized to execute on behalf of the City of Chicago, a license from the City of Chicago, a Municipal Corporation, as Licensor, for the use of City-owned vacant property located on the southeast corner of Racine Avenue and W. 61st Street by the Chicago Transit Authority, a Municipal Corporation, as Licensee, solely for the purpose of erecting and maintaining a bus shelter; such license to be approved as to form and legality by the Corporation Counsel in the following form.

The City of Chicago, a Municipal Corporation, with its principal place of business at City Hall, Chicago, Illinois 60602, herein called the Licensor, and the Chicago Transit Authority, a Municipal Corporation, with its general offices at the Merchandise Mart Plaza, Chicago, Illinois 60654, herein called the Licensee, hereby entered into this license agreement on this day of, 19.....

In consideration of the sum of One Dollar (\$1.00) paid to the Licensor, by the Licensee, receipt of which is hereby acknowledged, and of the mutual promises contained in this agreement, the parties agree as follows:

1) The Licensor hereby grants to the Licensee permission to occupy and use, subject to all the terms and conditions of this agreement, the following described premises: W. 61st Street and S. Racine Avenue. The aforementioned property is further described and outlined in red on an exhibit attached to this agreement and made a part of this agreement.

2) The premises may be occupied and used by the Licensee solely for the purposes of installing, using, repairing, maintaining, and removing a bus shelter and for the purpose of allowing occupation of the shelter by members of the public while awaiting transportation provided by the Licensee. The aforementioned bus shelter is aluminum framed, clear-glazed, set on a concrete slab and roofed with a translucent dome, the dimensions of the shelter being 8'3" wide, 5'8" deep and 7'6" high; provided, however, that a shelter not conforming to the above description may be substituted at the sole discretion of the Licensee, and provided further that no advertising shall be run on or in the shelter. All costs and expenses relating to achievement of the above purposes will be borne by the Licensee.

3) This license shall commence on October 1, 1981 and shall continue thereafter, subject to termination by either party upon ten (10) days written notice to the other party. Such notice may be served by either party by hand delivery to the other party or by depositing the notice in the United States Mail, certified, and addressed to the other party at the address stated at the conclusion of this Agreement.

4) The parties to the Agreement state that their relationship is strictly that of Licensor and Licensee; that this instrument does not grant the Licensee any interest or estate in the premises described herein; and that the Licensee shall not be deemed to be the employee, agent or tenant of the Licensor for any purpose whatsoever. Further, the Licensee agrees that it shall not claim at any time any interest or estate in the premises described herein, by virtue of this license or the Licensee's occupancy or use hereunder.

5) This agreement shall be binding on the parties hereto and their respective representatives, successors and assigns.

6) The Licensee shall conform with all laws, ordinances, and municipal regulations in the use of the premises described in this Agreement.

7) Ownership of all structures, fixtures, and any other form of property placed on the premises by the Licensee shall be retained by the Licensee. In the event of termination of the license, the Licensee shall have the right and obligation to remove such property from the premises within a period of ten (10) days after the date of termination.

8) The Licensee agrees to indemnify and hold harmless the City of Chicago, its agents and employees from any claims, liability and costs for injuries or damages occurring in or about the premises and due to the act, omission or negligence of the indemnifying party, its agents or employees, or invitees.

9) The Licenser does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this license.

10) The making, execution, and delivery of this agreement by the Licensee and the Licenser have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are not further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

[Signature forms omitted for printing purposes]

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

[Exhibit "A" attached to this ordinance printed on page 6589 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcia, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Execution of License Agreement Authorized between City and C.T.A. for Use of City-owned Property for Bus Shelter at W. Washington Blvd. and N. Laramie Av.

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

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

SECTION 1. That the Mayor is authorized to execute on behalf of the City of Chicago, a license from the City of Chicago, a Municipal Corporation, as Licenser, for the use of City-owned vacant property located on the southeast corner of Washing-

ton Boulevard and Laramie Avenue by the Chicago Transit Authority, a Municipal Corporation, as Licensee, solely for the purpose of erecting and maintaining a bus shelter; such license to be approved as to form and legality by the Corporation Counsel in the following form:

The City of Chicago, a Municipal Corporation, with its principal place of business at City Hall, Chicago, Illinois 60602, herein called the Licenser, and the Chicago Transit Authority, a Municipal Corporation, with its general offices at the Merchandise Mart Plaza, Chicago, Illinois, 60654, herein called the Licensee, hereby enter into this license agreement on this day of, 19.....

In consideration of the sum of One Dollar (\$1.00) paid to the Licenser, by the Licensee, receipt of which is hereby acknowledged, and of the mutual promises contained in this agreement, the parties agree as follows:

1) The Licenser hereby grants to the Licensee permission to occupy and use, subject to all the terms and conditions of this agreement, the following described premises: southeast corner of Washington Boulevard and Laramie Avenue. The aforementioned property is further described and outlined in red on an exhibit attached to this agreement and made a part of this agreement.

2) The premises may be occupied and used by the Licensee solely for the purposes of installing, using, repairing, maintaining, and removing a bus shelter and for the purpose of allowing occupation of the shelter by members of the public while awaiting transportation provided by the Licensee. The aforementioned bus shelter is aluminium framed, clear-glazed, set on a concrete slab and roofed with a translucent dome, the dimensions of the shelter being 8' 3" wide, 5' 8" deep and 7' 6" high; provided, however, that a shelter not conforming to the above description may be substituted at the sole discretion of the Licensee, and provided further that no advertising shall be run on or in the shelter. All costs and expenses relating to achievement of the above purposes will be borne by the Licensee.

3) This license shall commence on October 1, 1981 and shall continue thereafter, subject to termination by either party upon ten (10) days written notice to the other party. Such notice may be served by either party by hand delivery to the other party or by depositing the notice in the United States Mail, certified, and addressed to the other party at the address stated at the conclusion of this Agreement.

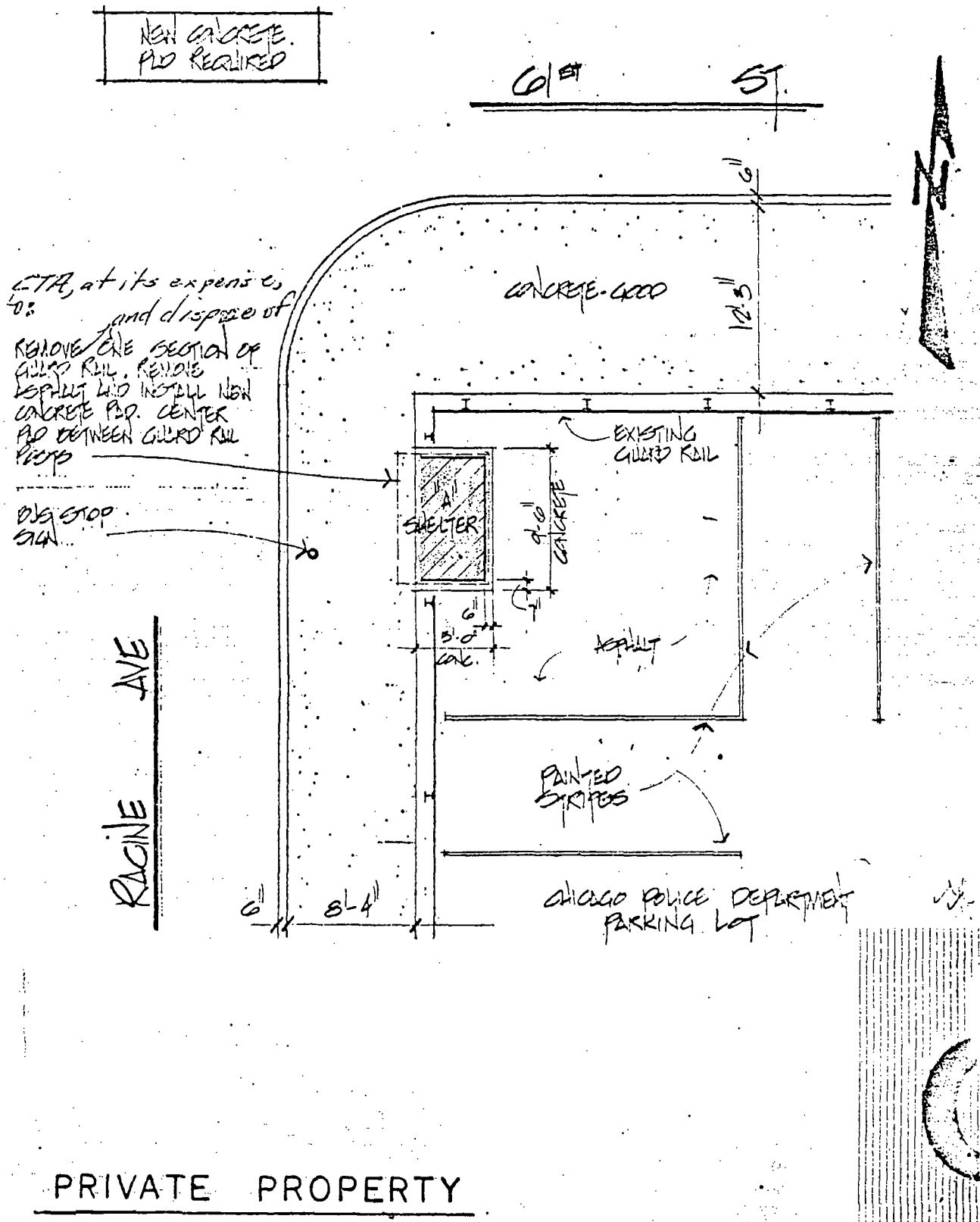
4) The parties to the Agreement state that their relationship is strictly that of Licenser and Licensee; that this instrument does not grant the Licensee any interest or estate in the premises described herein; and that the Licensee shall not be deemed to be the employee, agent or tenant of the Licenser for any purpose whatsoever. Further, the Licensee agrees that it shall not claim at any time any interest or estate in the premises described herein, by virtue of this license or the Licensee's occupancy or use hereunder.

5) This agreement shall be binding on the parties hereto and their respective representatives, successors and assigns.

6) The Licensee shall conform with all laws, ordinances, and municipal regulations in the use of the premises described in this Agreement.

7) Ownership of all structures, fixtures, and any other form of property placed on the premises by the Licensee shall be retained by the Licensee. In the event of termination of the License, the Licensee shall have the right and obligation to remove such property from the premises within a period of ten (10) days after the date of termination.

(continued on page 6590)



(continued from page 6588)

8) The Licensee agrees to indemnify and hold harmless the City of Chicago, its agents and employees from any claims, liability and costs for injuries or damages occurring in or about the premises and due to the act, omission or negligence of the indemnifying party, its agents or employees, or invitees.

9) The Licensor does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this license.

10) The making, execution, and delivery of this agreement by the Licensee and the Licensor have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are not further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

[Signature forms omitted for printing purposes]

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

[Exhibit "A" attached to this ordinance printed on page 6591 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuiter, Volini, Orr, Stone—47.

Nays—None.

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

Execution of Agreement Authorized with State of Illinois and Village of Oak Park for Improvement of Austin Blvd. between W. North Av. and W. Roosevelt Rd.

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 and the Village of Oak Park providing for the engineering of the improvement of Austin Boulevard between North Avenue and Roosevelt Road described therein, said agreement to be substantially in the following form:

This Agreement, entered into this day of 19....., by and between the State of Illinois, acting by and through its Department of Transportation and hereinafter called the State, the City of Chicago, acting through its Department of Public Works and hereinafter called the City, and the Village of Oak Park, acting through its President and Board of Trustees and hereinafter called the Village.

WITNESSETH:

Whereas, the State, the City and the Village, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of resurfacing and otherwise improving approximately 3.0 miles of Austin Boulevard (FAU Route 2780) from North Avenue to Roosevelt Road in the City of Chicago and the Village of Oak Park, Cook County, Illinois, Village Section 80-00195-00-RS, City Section 80-B0016-00-RS, State Section 1980-097RS, Federal Projects IX-5000 (195) (State Job No. P-88-068-80) and IX-5003 (742) (State Job No. P-88-067-80) (for preliminary engineering) and IX-5000 (178) (State Job No. C-88-068-80) and IX-5003 (743) (State Job No. C-88-067-80) (for construction engineering and construction), hereinafter called the Project; and

Whereas, the City and the Village, before such an improvement can be made, are required, or cause to be made, certain design and location studies, an environmental investigation and a Design Report covering the improvement, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for municipally-owned utility adjustments, contract construction and force account construction, all of which is hereinafter referred to as "Preliminary Engineering;" and

Whereas, the State, the City and the Village have determined that the City should perform or cause to be performed said "Preliminary Engineering" subject to the approval of the State and the Village; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(3), (4) to approve the use of funds made available by the request for withdrawal of certain nonessential Interstate Highway routes from the Interstate System for substitute highway or non-highway public mass transit projects; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program, and have determined that this Project qualifies for said funding; and

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

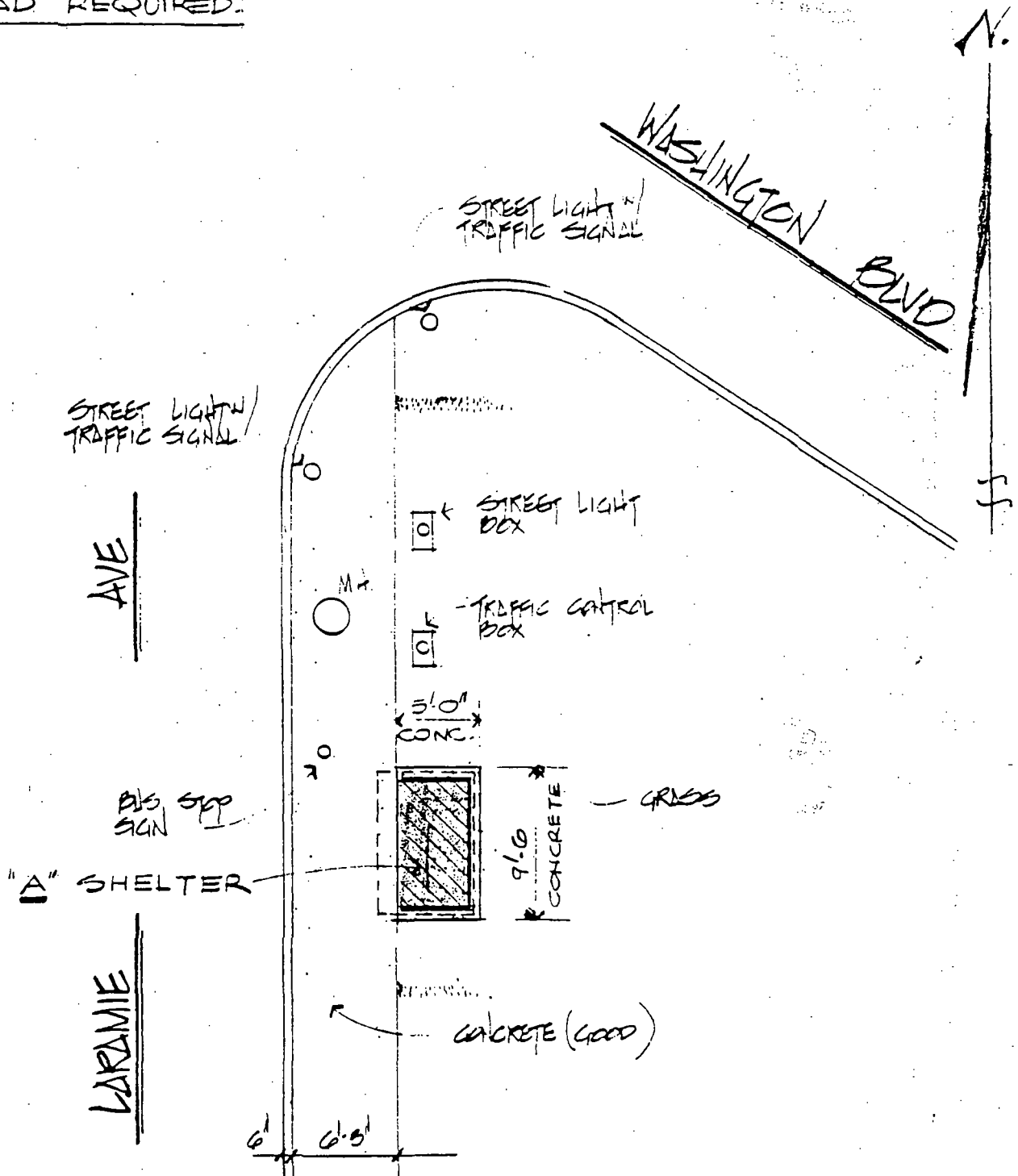
Whereas, under Federal regulations, certain written agreements may be required,

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City, either with its own forces or in conjunction with a competent consulting engineering firm approved by the State, the Village and the Federal Highway Administration, shall make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, make the environmental investigation and prepare the final Design Report, perform the engineering for the relocation and/or adjustment of municipally owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award the contract or otherwise construct the Project, all of which is considered to be "Preliminary Engineering."
2. The City, and the Village have appropriated, or shall appropriate, such funds as are necessary to pay for the "Preliminary Engineering" as herein specified, and the City shall keep a complete and accurate breakdown of such costs.

(continued on page 6592)

NEW CONCRETE
PAD REQUIRED.



(continued from page 6590)

3. The State shall give administrative assistance and guidance to the City during the performance of said "Preliminary Engineering", and shall forward to the Federal Highway Administration, without delay, all submittals which require Federal review, approval or other action.
4. The State shall request Federal participation in the cost of the "Preliminary Engineering", and shall reimburse the City and the State and Federal shares of said cost on the basis of periodic billings. These billings shall be supported by documentation as required by the State and the Federal Highway Administration, and if the engineering is performed by a consultant, the billing shall show evidence of payment by the City. Five percent (5%) of the sum of the State and Federal shares of "Preliminary Engineering" shall be withheld pending an audit of the City's records.
5. Upon completion of the "Preliminary Engineering", the Village shall reimburse the City for the Village's share of the cost thereof within thirty (30) days of receipt of an invoice therefrom from the City.
6. It is mutually agreed that the estimated cost of the "Preliminary Engineering" for the Project is \$400,000.00, and that the division of cost for said engineering shall be as follows:

Non-Federal (State)	7.5%	(\$30,000)
Non-Federal (Village)	7.5%	(\$30,000)
Federal Project IX-5000 (195)	42.5%	(\$170,000)
Federal Project IX-5003 (742)	42.5%	(\$170,000)

 - A. The Federal share assigned to Project IX-5000 (195) shall come from the "Transfer-Highway" portion of funds allocated to the City under the Interstate Transfer II (IT2) program.
 - B. The Federal share assigned to Project IX-5003 (742) shall come from the "Transfer-Highway" portion of funds allocated to the State under said IT2 program for expenditure in the area under the jurisdiction of the C.A.T.S. North Central Regional Council of Mayors.
7. It is mutually agreed that all costs determined to be ineligible for Federal-Aid participation which are incurred without prior approval of the State and Federal Highway Administration shall be borne 50% by the City and 50% by the Village, provided said costs are approved by the Village.
8. The City agrees to retain all Project records and to make them available for audit by State and Federal auditors during the Project development stages, for a period of three years after final acceptance.
9. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, Village, City and State have caused this Agreement to be executed by their respective officials and attested to on the dates 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 the City Clerk is hereby directed to transmit one (1) certified copy of this ordinance to the President of the Village of Oak Park and one (1) certified copy of this ordinance to the Village Clerk of the Village of Oak Park.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

Execution of Agreement Authorized Between City and State for Pavement Marking on Lake Shore Dr. and Specified Feeder Roadways.

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

WHEREAS, Under Section 207 of the Federal Highway Safety Act, certain Federal funds are available; and

WHEREAS, The City has developed a project for the installation of snow-plowable raised pavement marking reflections on Lake Shore Drive and selected feeder roadways which qualifies for said Federal funding; and

WHEREAS, It is in the interest of the City, the State and the motoring public that said project be commenced at the earliest possible date; now, therefore,

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 and the Commissioners of Public Works and Streets and Sanitation, and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the project described therein. Said agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it desirable to proceed with the installation of snowplowable raised pavement markers on the following routes:

1. FAP No. 525—Lake Shore Drive
Hollywood Avenue to E. 57th Drive
2. FAU No. 2873—Lake Shore Drive
E. 57th Drive to Hayes Drive
3. FAU No. 3571—Coast Guard Drive
Hayes Drive to Marquette Drive
4. FAU No. 1525—Marquette Drive
Coast Guard Drive to E. 67th Street
5. FAU No. 2936—South Shore Drive
E. 67th Street to E. 71st Street.

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

Whereas, the State and the City are desirous of availing themselves of Pavement Marking Demonstration Funds authorized by Section 207 of the Federal Highway Safety Act for this improvement; and

Whereas, under Federal regulations, certain written agreements are required.

Now, Therefore, The City Agrees:

1. To prepare, or cause to be prepared, surveys, studies, plans, specifications and cost estimates for the installation of snowplowable raised pavement markers and any necessary appurtenant work to finance this work and to appropriate such funds as are necessary therefore.
2. To receive bids for the construction of the proposed improvement.
3. Subject to the State's and FHWA concurrence, to let and award all contracts for the construction and to provide all necessary construction supervision all in accordance with established procedures of the City, State and FHWA, and to finance the entire cost of this work pending complete Federal reimbursement.
4. To maintain, or cause to be maintained, the improvement in a satisfactory manner upon its completion.
5. To maintain a competent traffic engineering unit to accomplish the proper operation and maintenance of the traffic engineering features of the improvement (the Bureau of Street Traffic, Department of Streets and Sanitation, presently constitutes this unit).

Now, Therefore, The State Agrees:

6. To review without delay, all submittals including plans, specifications and estimates, and to request the FHWA to approve the proposed improvement for Federal-aid participation.
7. To reimburse the City for the entire cost in accordance with established procedures for Federal-aid projects.

Now, Therefore, The Parties Mutually Agree:

8. That the estimated cost of the pavement marking improvements covered under this Agreement is Four Hundred Eighty-five Thousand Dollars (\$485,000.00), and that the Federal share is one hundred percent (100%) thereof.
9. 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 September 30, 1982.

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

In Witness Whereof, the City and State have caused this Agreement to be Executed by their respective officials and attested to on the dates 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, Depart-

ment 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, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—47.

Nays—None.

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

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

*Department of Human Services,
No. 11300 S. Halsted St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal lease from Vanlo, Incorporated, an Illinois corporation, for approximately 1,125 square feet on the first (1st) floor and 1,125 square feet on the second (2nd) floor for a total of 2,250 square feet in the building at No. 11300 S. Halsted Street, for the Department of Human Services, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6594 of this Journal]

(continued on page 6595)

[Signature forms omitted]

(continued from page 6593)

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 Lessee at the premises and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as 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"

Rental Payment Provisions

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

One Thousand Sixty-five and no/100 dollars (\$1,065.00) per month for the period April 1, 1981 to March 31, 1982;

One Thousand One Hundred Fifty and no/100 dollars (\$1,150.00) per month for the period April 1, 1982 to March 31, 1983;

One Thousand Two Hundred Forty-five and no/100 dollars (\$1,245.00) per month for the period April 1, 1983 to March 31, 1984.

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

Rider "C"

Lessor under this lease shall:

Paint entire premises prior to April 1, 1982.

Replace flood light in parking lot prior to execution of lease.

Install locks on washroom doors prior to execution of lease.

Provide parking for ten (10) automobiles in adjacent parking lot.

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

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

Provide central air-conditioning and maintain same.

Provide and pay for janitorial service.

Provide and pay for prompt removal of snow and ice from parking lots and sidewalks which immediately abut demised premises.

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

Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of Insurance for said renewal at least thirty (30) days prior to

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

Lessee under this lease shall:

Provide plate glass insurance.

Provide and pay for its own custodial service.

Pay for electricity as metered.

Additional terms and conditions of this lease:

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected 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
No. 8600 S. Racine Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Rev. Jasper Joseph Taylor and Mrs. Johnnie Pearl Taylor, his wife and joint tenants, for approximately 1,550 square feet of office space located at No. 8600 S. Racine Avenue for use by the Department of Human Services; such lease to be approved by the Commissioner of the Department of Human Services, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6596 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 Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other

(continued on page 6597)

This Agreement,

Made this..... day of.....

A. D. 19..... between Rev. Jasper Joseph Taylor and Johnnie Pearl Taylor, his wife, as joint tenants....., as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,550 square feet of office space on the ground floor for the Department of Human Services Youth Service Bureau located at 8600 South Racine.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1981, and ending on the 31st day of August A. D. 1984. Lessee has the right to terminate this lease upon thirty (30) days written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at J. J. Taylor, 1041 W. 98th St., Chicago, Ill. 60643 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof

For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof

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

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is 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 untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

[Signature forms omitted]

(continued from page 6595)

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"

Rental Payment Provisions

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

Four Hundred Five and no/100 dollars (\$405.00) per month for a period beginning September 1, 1981 and ending on the 31st day of August, 1982;

Four Hundred Twenty-five and no/100 dollars (\$425.00) per month for a period beginning September 1, 1982 and ending on the 31st day of August, 1983;

Four Hundred Fifty-five and no/100 dollars (\$455.00) per month for a period beginning September 1, 1983, and ending on the 31st day of August, 1984.

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

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Replace missing tile from floor of premises within thirty (30) days of lease execution.

Decorate entire premises prior to execution of lease.

Replace defective lock on rear door prior to execution of lease.

Replace broken or water marked ceiling tiles prior to execution of lease.

Patch leaking areas in the roof prior to execution of lease.

Install exit signs in the front and rear of the building prior to execution of lease.

Install plastic cover over light fixture in the rear store area prior to execution of lease.

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

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

Provide for central air-conditioning and maintain same.

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

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

Pay all real estate taxes and other tax levies assessed against said premises with deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$500,000 per occurrence property damage; with the Lessee 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 removal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for own custodial service.

Provide and pay for plate glass insurance.

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

Federal Funds Clause: It is mutually agreed and understood by and between the parties hereto that during the term of this lease the remuneration mentioned in the lease may be paid in part or entirely from funds when made available from the Federal Government. If said funds are not made available from the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Planning
No. 500 S. Racine Av.

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

SECTION 1. That the Ordinance passed by the City Council on December 4, 1980, which appears on pages 4457-4459 of the City Council Journal of Proceedings authorizing a lease from Heitman Mortgage Investors, a Massachusetts Business Trust, as beneficiary under American National Bank and Trust Company, Trust Number 47559, dated August 30, 1979, for approximately 9,328 square feet of office space on the fourth (4th) level of the building located at No. 500 S. Racine Avenue for use by the Economic and Community Planning Division of the Department of Planning be and the same is hereby repealed as of December 4, 1980.

SECTION 2. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of a lease from the Heitman Mortgage Investors, a Massachusetts Business Trust, as beneficiary under American National Bank and Trust Company Trust, Trust Number 47559, dated August 30, 1979, for approximately 7,500 square feet of office space on the fourth (4th) level of the building located at 500 South Racine Avenue, for use by the Economic and Community Planning Division of the Department of Planning; such lease to be approved by the Commissioner of Planning and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6598 of this Journal]

(continued on page 6599)

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

A. D. 19 81 between Heitman Mortgage Investors, a Massachusetts Business Trust, As Beneficiary
Under American National Bank & Trust Company, Trust No. 47559 dated Aug. 30, 1979, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do ES 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 7,500 square feet in Rooms
412 and 414 of office space in the building located at 500 South Racine to be occupied
by the Economic and Community Planning Division of the Department of Planning.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January
A. D. 19 80 and ending on the 31st day of December A. D. 1982. Lessee has the right to
terminate this lease upon thirty (30) days prior written notice to lessor at address
cited herein ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
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
Heitman Mortgage Investors, 180 N. LaSalle St., Chicago, Ill. 60601, 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

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Provisions See Rider "B" Attached Hereto and Made a Part Hereof For Rental Payment
payable in advance on the first day of each calendar month by the office of the City Comptroller ~~XXXXXXXXXXXXXXXXXXXX~~
Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

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

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

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

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

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

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casua'ty, 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]

(continued from page 6597)

SECTION 3. 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 Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Room 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions

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

Five Thousand Six Hundred Twenty-five and No/100 Dollars (\$5,625.00) per month for 7,500 square feet during the period beginning on the 1st day of January, 1980, and ending on the 31st day of December, 1980;

Six Thousand One Hundred Eighty-seven and 50/100 Dollars (\$6,187.50) per month for 7,500 square feet during the period beginning on the 1st day of January, 1981, and ending on the 31st day of December, 1981;

Six Thousand Eight Hundred Six and 25/100 Dollars (\$6,806.25) per month for 7,500 square feet during the period beginning on the 1st day of January 1982, and ending on the 31st day of December, 1982.

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

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this Lease shall:

Undertake the following improvements by July 1, 1981:

Repair large hole in wall of room 414.

Repair trim for suspended ceiling in Rooms 412 and 414.

Repair water leaks in conference room's closet and storage room.

Replace all water damaged rugs in the demised premises.

Paint walls and shampoo rug of said premises within 30 days of Lease execution.

Provide heat and air conditioning between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday when necessary to provide for comfortable occupancy of the demised premises.

Pay for all electrical charges for ceiling lighting fixtures within the demised premises.

Provide cold water for drinking and toilet purposes and cold and hot water for lavatory purposes from City of Chicago's mains drawn through fixtures installed by Lessor.

Provide for plate glass insurance for said premises.

Promptly remove snow and ice from parking lot and sidewalks adjacent to and surrounding said premises.

Provide extermination service on a monthly basis.

Provide daily custodial service.

Provide janitorial services as required.

Maintain at its own expense the building's structural elements and make necessary repairs to the roof, exterior walls and exterior glass.

Operate and maintain in good working condition at sole expense the heating, ventilation, air conditioning, plumbing, electrical, and elevator systems contained within the demised premises.

Maintain the mall's interior and exterior, including outside grounds.

Pay for all work necessary to have said premises comply with City of Chicago's Municipal Building Code.

Lessee under this Lease shall:

Pay for its own electricity as metered for office equipment only.

Additional Lease terms:

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this Lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards of 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 Planning,
No. 500 S. Racine Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Heitman Mortgage Investors, a Massachusetts Business Trust, as Beneficiary Under American National Bank and Trust Company Trust, Trust Number 47559, dated August 30, 1979, for approximately 6,243 square feet of office space in the southwest section on the first (1st) level of the building located at No. 500 S. Racine Avenue for use by the Department of Planning; such lease to be approved by the Commissioner of Planning and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6600 of this Journal]

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

(continued on page 6601)

This Agreement. Made this..... day of.....
 A. D. 1981, between Heitman Mortgage Investors, a Massachusetts Business Trust, As Beneficiary
Under American National Bank and Trust Company Trust, Trust No. 47559, dated/ August 30, 1979
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessor:

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 6,243 square feet of office
space located in the southwest section of the first (1st) level of the building located
at 500 South Racine Avenue to be occupied by the Department of Planning

To have and to hold said premises unto the Lessor for a term beginning on the 1st day of September
or date of occupation whichever occurs later
 A. D. 1981/ and ending on the 31st day of August A. D. 1986. Lessee has the right to
 terminate this lease upon one hundred twenty days (120) prior written notice to the lessor at the
address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
Heitman Mortgage Investors, 180 N. LaSalle, Chicago, Ill. 60601
 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached
 Hereto and Made a Part Hereof.

For Rental Payment
 Provisions See Rider "B" Attached Hereto and Made a Part Hereof.
 Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, curbs 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 the Lessor and Lessee
 See Rider "C" Attached Hereto and Made a
 Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, 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 locations 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 to do so, 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]

(continued from page 6599)

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

Rider "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States 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, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions

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

Five Thousand Seventy-two and 43/100 dollars (\$5,072.43) per month during the period beginning on the 1st day of September, 1981, or date of occupation, whichever occurs later, (said monthly rent to be prorated on a per diem basis if the initial term does not commence on the first day of the month) and ending on the 31st day of August, 1982;

Five Thousand Four Hundred Seventy-eight and 23/100 dollars (\$5,478.23) per month during the period beginning on the 1st day of September, 1982, and ending on the 31st day of August, 1983;

Five Thousand Nine Hundred Fifteen and 24/100 dollars (\$5,915.24) per month during the period beginning on the 1st day of September, 1983, and ending on the 31st day of August, 1984;

Six Thousand Three Hundred Eighty-eight and 67/100 dollars (\$6,388.67) per month during the period beginning on the 1st day of September, 1984, and ending on the 31st day of August, 1985;

Six Thousand Eight Hundred Ninety-eight and 51/100 dollars (\$6,898.51) per month during the period beginning on the 1st day of September, 1985, and ending on the 31st day of August, 1986.

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

Rider "C"

Lessor and Lessee Responsibilities

Lease is subject to the construction of the demised premises in accordance with the Department of Planning's specifications. Construction costs shall be the sole responsibility of the Lessor. All construction work performed by the Lessor shall be in compliance with the City's Municipal Building Code and all necessary building permits shall be obtained prior to the commencement of construction. The premises shall be constructed in accordance with the drawing prepared by the Lessee, dated February 4, 1981.

Said drawing calls for the following construction:

Reception Area—16' x 16'

Executive Secretary Area—66 square feet

Executive Office—17'8" x 16'

Conference Room—16' x 23'

Photocopy Area—85 square feet

Storage Room—1,719 square feet

Secretarial Area—11' x 21'

Closet—See Drawing

Cubical A—390 square feet

Cubical B—8' x 19'

Cubical C—128 square feet

Cubical D—16' x 22'6"

Cubical E—16' x 17'

Vinyl tile is to be installed in the Reception Area, Executive Secretary Area, Storage Room and the washrooms.

Steel doors with Segal locks or equal are to be installed in the Storage Room.

Lock sets are to be installed on the doors of the Executive Office and Conference Room.

A Men's and Women's washroom are to be constructed which will be accessible to the handicapped. See the State of Illinois Handicapped Accessibility Standards for construction specifications.

Fire extinguishers and Exit signs are to be installed in compliance with all State and Local Laws.

A panic bar and security dead bolt lock are to be installed on the Rear Exit Door.

Lease Terms and Conditions

Lessor under this lease shall:

At its own expense paint entire facility with one coat of paint at the end of the third year of lease; decorating is to be completed no later than August 31, 1984.

Provide and pay for heat and air conditioning between the hours of 8:00 A.M. and 8:00 P.M. Monday thru Friday and on Saturday from 8:00 A.M. to 5:00 P.M.

Pay all electrical charges for ceiling lighting fixtures for the demised premises.

Provide cold water for drinking and toilet purposes and cold and hot water for lavatory purposes from the City of Chicago mains drawn through fixtures installed by Lessor.

Provide and pay for prompt removal of snow and ice for the parking lot and sidewalks adjacent to and surrounding said premises.

Provide and pay for exterminator service on a monthly basis.

Provide and pay for nightly custodial service.

Provide and pay for janitorial service as required.

Provide and pay for scavenger service.

At its own expense provide and maintain Exit signs and fire extinguishers in compliance with all State and Local Laws.

At its own expense maintain the building's structural elements and make the necessary repairs to the roof, exterior walls and exterior glass.

At its own expense operate and maintain in good working condition the heating, ventilation, air conditioning, plumbing, electrical and elevator systems contained within the demised premises.

At its own expense maintain the Mall's interior and exterior, including the outside grounds.

Pay for all work necessary to have said premises comply with the City of Chicago's Municipal Building Code.

Provide and maintain for the benefit of the Lessor at all times during term of lease public liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate bodily injury and \$1,000,000 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 annual renewal at least 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 address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Provide and maintain at all times during the term of this lease plate glass insurance for the demised premises; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should the above described policy 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.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay its own electricity as metered for office equipment only.

Have the right to terminate this lease upon one hundred twenty (120) days prior written notice, said right only to be exercised from and after date of occupation.

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

Additional Terms and Conditions

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail, return receipt requested, 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 correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues 30 days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its option make the necessary repairs or supply the maintenance of service itself or have the hazards corrected and deduct the cost and expense thereof from the rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice at the address cited herein.

Police/Beat Representative Program.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from John Bolz and Janice Bolz as Beneficiaries under Lakeview Bank as Trustee, Under Trust No. 5151 dated August 17, 1978, for approximately 750 square feet of office space at No. 2256 W. Roscoe Street; for use by the Department of Police; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6603 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 certified or registered mail, postage prepaid, addressed to the Lessee at the premises and, in addition to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions

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

Three Hundred and no/100 dollars (\$300.00) per month for the period beginning on the 1st day of June, 1981 and ending on the 31st day of May, 1982;

Three Hundred Twenty-five and no/100 dollars (\$325.00) per month for the period beginning on the 1st day of June, 1982 and ending on the 31st day of May, 1983.

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

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide one air-conditioning unit and maintain said air-conditioning unit in good operable condition.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

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

Provide and pay for janitorial service as required. Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

(continued on page 6604)

This Agreement, Made this _____ day of _____

A. D. 19____, between John Bolz and Janice Bolz as Beneficiaries Under Lakeview Bank, As Trustee Under Trust No. 5151 Dated August 17, 1978 _____, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois approximately 750 square feet of space on the First (1st) Floor at 2256 West Roscoe Avenue as office space for use as an Area Center for the City of Chicago/Department of Police, Police Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1981, and ending on the 31st day of May A. D. 1983. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at John Boltz, 4129 N. Sacramento Ave., Chicago, Ill. 60618 or such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision 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 locations 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]

(continued from page 6602)

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

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

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

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 Lessee to receive a Certificate of Insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a Certificate of Insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

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

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises.

Provide and pay for its own custodial services.

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

Other terms and conditions of this lease:

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

*Department of Streets and Sanitation
Nos. 4601-4609 W. Armitage Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Main Bank of Chicago, as Trustee Under Trust No. 72-1013, dated September 8, 1972 for office building containing approximately 500 square feet of office space and approximately 11,400 square feet of vacant land of which the City has exclusive use of approximately 8,600 square feet and common use of approximately 2,800 square feet which is used as a driveway, said office space and vacant land being located at Nos. 4601-4609 W. Armitage Avenue, for use by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6605 of this Journal]

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

[Exhibit "A" printed on page 6606 of this Journal]

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 Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as 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"

Rental Payment Provisions

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

Three Hundred Seventy-five and No/100 Dollars (\$375.00) per month for the period beginning on the 1st day of October, 1981, and ending on the 30th day of September, 1983;

Four Hundred and No/100 Dollars (\$400.00) per month for the period beginning on the 1st day of October, 1983 and ending on the 30th day of September, 1986.

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

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this Lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning in office space.

Provide and pay for one sleeve air-conditioner in office space and maintain said equipment in good operable condition.

(continued on page 6607)

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Main Bank of Chicago, As Trustee U/T 72-1013 Dated September 8, 1972

_____ 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: office building containing approximately 500 square feet of office space and approximately 11,400 square feet of vacant land of which the City has exclusive use of approximately 8,600 square feet and common use of approximately 2,800 square feet which is used as a driveway, said office space and vacant land being located at 4601-4609 West Armitage and used by the Department of Streets and Sanitation (Said office space and vacant property being contained within the property legally described in Exhibit "A" which is attached hereto and made a part hereof)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1981 and ending on the 30th day of September A. D. 1986. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Nielson & Nielson, 4619 W. Homer St., Chicago, Ill. 60639 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and 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 Lessor and Lessee Responsibilities

See Rider "C" Attached Hereto

and Made a Part Hereof.

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

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

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

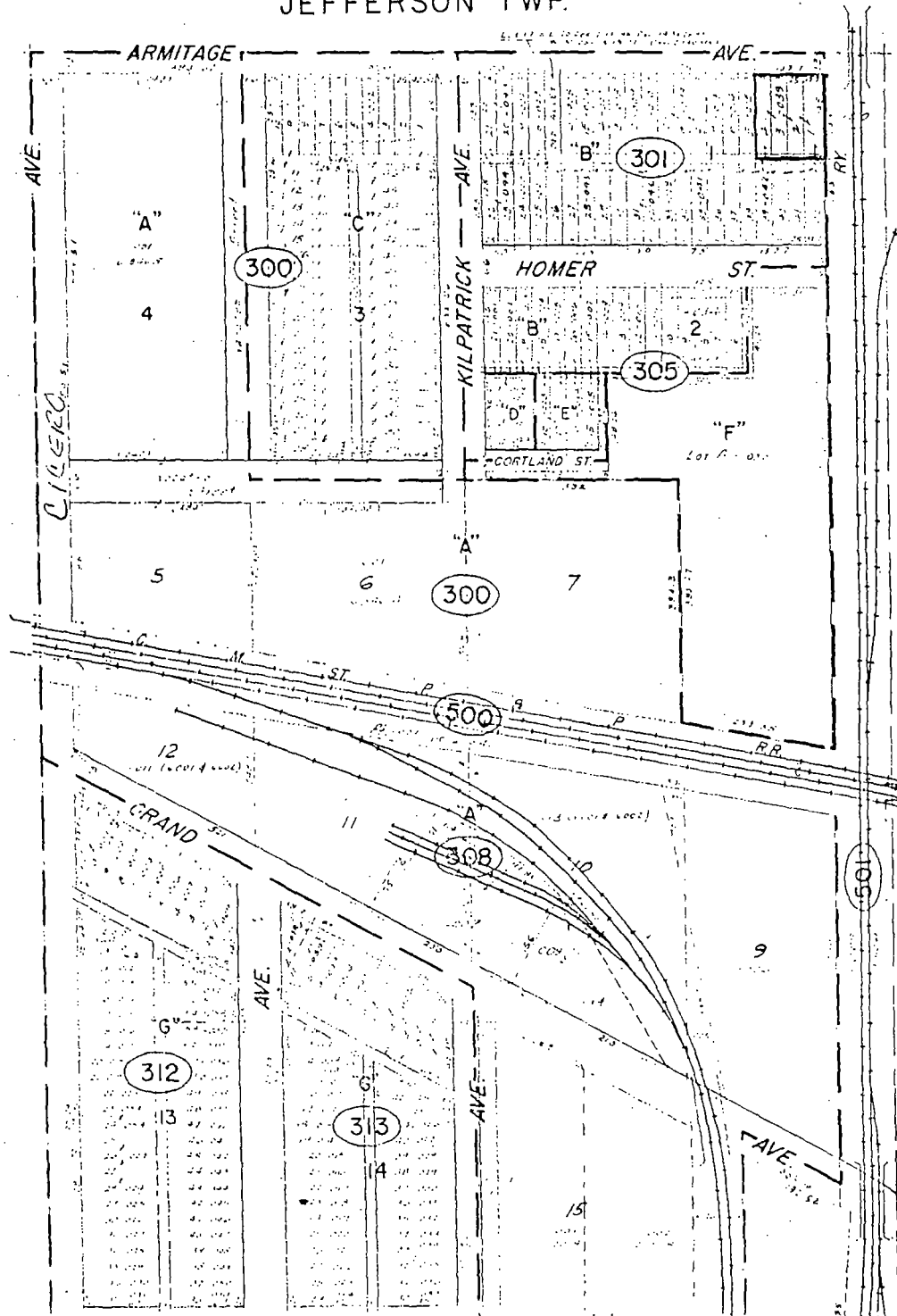
In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination 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]

EXHIBIT "A"

Lots 1 to 4 inclusive, and Lots 37 to 42 inclusive, in Block 1 in Wallace E. Rhodes' Subdivision of Blocks 1 in the subdivision of the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North Range 13, East of the Third Principal Meridian (except the 5 acres in the Southeast corner thereof and the railroad right of way) in Cook County, Illinois

W. 1/2 S.W. 1/4 Sec. 34-40-13
JEFFERSON TWP.



(continued from page 6604)

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

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

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 coverage shall be renewed for each year during the term of this Lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to 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 address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

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

Provide and pay for three (3) 40' x 8' x 12' storage trailers on demised premises.

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

Lessee under this Lease shall:

Pay for heating of office space.

Have the right to terminate the Lease upon thirty (30) days prior written notice to Lessor at the address cited herein.

Additional Terms and Conditions:

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

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

*Department of Streets and Sanitation,
Southwest Corner of W. 72nd St.
and S. Kostner Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from The Equitable Life Assurance Society for approximately 28,000 square feet of vacant fenced land at the southwest corner of W. 72nd Street and S. Kostner Avenue, for use by the Department of Streets and Sanitation for storage

of salt and parking of vehicles; such lease to be approved by the Commissioner of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6608 of this Journal]

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

[Exhibit "A" printed on page 6609 of this Journal]

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 Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as 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:

Provide a heated trailer to serve as an office.

Provide use of washroom facility in adjacent building.

Provide 24 hour security services.

Provide heating unit and electricity and maintain same.

Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

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

Lessee under this lease shall:

Maintain the demised premises and take all necessary steps to protect adjacent property from the rock salt material during the rental period.

Utilize the premises in such a manner that it will not interfere with the rights of other tenants of The Equitable Life Assurance Society of the United States to the use of common and/or adjacent facilities.

Indemnify and save harmless The Equitable Life Assurance Society of the United States and its agents and employees at all times against any loss, damage, cost or expense by reason of a failure to comply with any of the above requirements or by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of the premises or by reason of any act or thing done or omitted to be done on the premises by the Lessee.

Supply propane for trailer heater.

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.

This Agreement, made this _____ day of _____
 A. D. 19____ between The Equitable Life Assurance Society _____
 _____ 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 _____ approximately 28,000 square feet of vacant
 fenced land at the Southwest corner of West 72nd Street and South Kostner Avenue for the
 storage of salt, also, for parking of vehicles used in spreading of said salt for the
 Department of Streets and Sanitation. (For location of property see Exhibit "A" Attached
 Hereto and Made a Part Hereof)

To have and to hold said premises unto the Lessee for a term beginning on the _____ 1st day of _____ May
 A. D. 1981, and ending on the _____ 30th day of _____ April _____ A. D. 1983. Lessee has the right to
 terminate this lease upon thirty (30) days prior written notice to the Lessor at the _____
 address cited herein _____

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
 The Equitable Life Assurance Society of the United States, P.O. Box 07004, Chicago, Ill. _____
 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 Five Hundred
 Twenty-Four and 33/100 (\$524.33) Dollars per month,
 payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including curbs, 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 the 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 Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, 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.

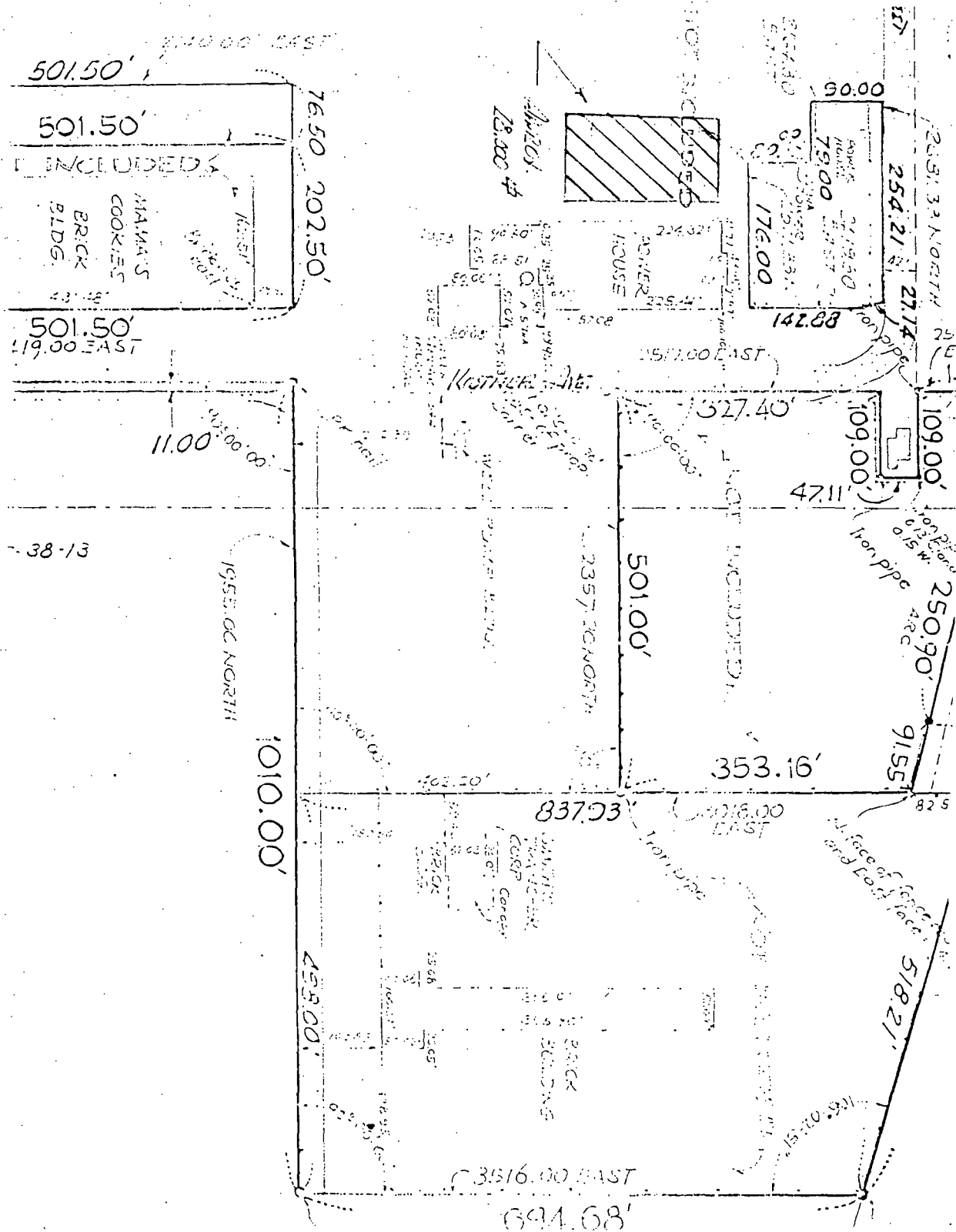
Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which 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]

EXHIBIT "A"

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AS LESSOR AND THE CITY OF CHICAGO/DEPARTMENT OF STREETS AND SANITATION AS LESSEE FOR APPROXIMATELY 28,000 SQUARE FEET OF VACANT LAND LOCATED AT THE SOUTHWEST CORNER OF 72ND STREET AND KOSTNER AVENUE, CHICAGO, ILLINOIS.



*Department of Water.****Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Richard B. Ogilvie, Trustee of the property of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company for the property located at Hamlin and Wabansia Avenues for part of a pumping station and material yard for use by the Department of Water; such lease to be approved by the Commissioner of the Department of Water and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6611 of this Journal]

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

Lease Agreement Authorized with Marvin Fagel for Vacant Property at Nos. 3855-3859 S. Emerald Av. for Vehicle Parking.

The Committee on Finance submitted a report recommending that the City Council pass a 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 renewal of lease to Marvin Fagel, for approximately 5,937 square feet of vacant property at Nos. 3855-3859 S. Emerald Avenue, to be used for parking purposes; to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6612 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"**Rental Payment Provisions**

During the term of this lease Lessee shall pay rent in the amount of \$5,220.00 payable in advance in annual equal installments of \$1,740.00 upon the first day of June during the term hereof.

Should the Lessor exercise its cancellation right under this lease, the rent shall be prorated for the number of days in the year the premises have been occupied by the Lessee and an appropriate refund shall be made to the Lessee.

Rider "B"**Lessor and Lessee Responsibilities**

Lessee under this lease shall:

Fifth: Not construct any building or structures on said premises.

Sixth: Pay all leasehold or use taxes on said premises, if levied.

Seventh: Be responsible for the payment of all permits and/or license fees, required by any present or future statute or ordinance of the State of Illinois or the City of Chicago.

Eighth: Agree to indemnify and hold City harmless against all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to or on account of damage to the property of the City or injury of or death of any

person, arising from Lessee's use and occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgment rendered against Lessor for any cause which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

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

Tenth: Use the demised premises solely for the private parking of motor vehicles, trucks and other similar vehicles belonging to or used by the Lessee in the operation of and incident to Lessee's business located at 3957 South Emerald and for the private parking of motor vehicles and trucks owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and/or trucks for profit.

Eleventh: Not (a) assign or convey this lease or any interest under it; (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use or occupancy of the premises or any part thereof by anyone other than Lessee and for those purposes specified in Section Ten of Rider "B" attached hereto, without, in each and every case obtaining the prior, written approval of the Lessor.

Twelfth: Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the 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.

Lessor under this lease shall:

Thirteenth: Have the right to terminate lease upon thirty (30) days prior written notice to Lessee at the address cited herein.

Other terms and conditions:

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

Notification Provision

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph

(continued on page 6613)

This Agreement,

Made this 26th day of November, A.D. 1980, by and between
~~RICHARD B. OGILVIE~~
~~STANLEY E. GEHLMAN~~ as Trustee, of the property of
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor
hereinafter called the "Railroad Company," and

CITY OF CHICAGO

of Chicago, Illinois, hereinafter called the "Lessee",

WITNESSETH:-

WHEREAS the Railroad Company, or its predecessors, heretofore on the 22nd day
of October, 1942, entered into a certain indenture of Lease bearing No. 52920,
whereby, it leased, demised and let unto The Lessee

certain of its property at the Station of Chicago, Illinois, to be used for part of a
pumping station and material yard

and more particularly described in said lease.

WHEREAS said indenture of lease was drawn for a term ending December 31, 1947
and was extended for additional periods, the last of such extensions expiring on December 31, 1980

WHEREAS the parties hereto mutually desire to extend the term of said indenture of lease for a pe-
riod of FIVE (5) years from and after the 1st day of January, 1981

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements
of the parties hereto, it is hereby agreed as follows:

1. That said indenture of lease is hereby extended for a term of 5 years from the 1st
day of January, 1981, at a rental of \$1,980.00 per annum.

2. Lessee shall pay all taxes and assessments (except special assessments for permanent improvements) le-
gally levied or assessed against said premises for the term hereof or of any extension thereof, and in case of spe-
cial assessments for permanent improvements, the annual rental will be increased by 8% of such assessment.

3. Notwithstanding the fact that this extension is for a term of FIVE (5) years, either party
hereto reserves the right to terminate the lease at any time by giving to the other party sixty days' written notice
of a desire so to do, and in the event of such termination, any unearned rental shall be refunded.

4. All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term
hereof, except as herein expressly modified, be binding upon the Railroad Company, its successors and assigns,
and upon the Lessee its successors and assigns, heirs and legal representatives.

This agreement is binding on ~~STANLEY E. GEHLMAN~~ not as an individual,
but solely in his capacity as Trustee.

~~STANLEY E. GEHLMAN~~ as Trustee, of the property of
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

[Signature forms omitted]

This Agreement, Made this _____ day of _____
 A. D. 19 ____ Between City of Chicago, A Municipal Corporation
 _____ party of the first part and Marvin Fagel, 3957 South Emerald Avenue,
 Chicago, Illinois 60609 _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in _____ Chicago _____ County of _____ Cook _____ and State of Illinois, known and described as follows:
 Lots 49 and 50 in block in McPherson and Allerton's Addition to Chicago, said addition being a Subdivison of Block 25 in Canal Trustee's Subdivision of the West 1/2 of the Southwest 1/2 in Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3855-59 South Emerald Avenue, Chicago, Illinois, for the purpose of parking autos.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st day of _____ June _____ A. D. 1981 until the _____ 31st _____ day of _____ May _____ A. D. 19 84 . And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at City Comptrollers Office, 121 N. LaSalle St., Rm. 501 City Hall, Chicago, Illinois 60602. Rent according to provisions of ~~XXXXXX~~ Rider "A". For Rental Payment Provisions See Rider "A" Attached Hereto and Made A Part hereof. ~~XXXXXX~~

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

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

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

For Additional Lessor and Lessee Responsibilities

See Rider "B" Attached to and Made a Part .

Hereof.

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

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

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

[Signature forms omitted]

(continued from page 6610)

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.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Vollini, Orr, Stone—47.

Nays—None.

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

Lease Agreement Authorized with Metro-Goldwyn-Mayer Film Company for Premises Located at No. 2839 E. 89th St.

The Committee on Finance submitted a report recommending that the City Council pass a 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 a lease on behalf of the City of Chicago, a Municipal Corporation with Metro-Goldwyn-Mayer Film Company/Metro-Goldwyn-Mayer Television, for the police station located at No. 2839 East 89th Street to be used solely for the purposes of filming of a television series; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6614 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"

Rental Payment Provision

Lessee agrees to pay Lessor at the office of the City Comptroller as rent for said demised premises for said term at the rate of Fifty and No/100 (\$50.00) Dollars per day, payable monthly in advance upon the first day of each and every month during the term hereunder (except if said lease should begin on day other than the first day of the month, then Lessee shall pay rent only for the days for which it occupies said premises during the first month of the term hereunder).

Rider "B"

Additional Responsibilities of Lessor and Lessee:

Lessee shall be allowed to use any portion of the premises at any time during the term of this lease, except for that portion of said premises currently occupied and used by the Circuit Court of Cook County. Said portion of the premises used by the Circuit Court may be used by the Lessee when not in use by the Circuit Court and only after having

obtained written permission of the Circuit Court. Upon the vacating of the premises by the Circuit Court, Lessee shall be entitled to the use of the entire premises at any time.

Lessee shall be responsible for securing all necessary permits required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

Lessee shall provide and pay for custodial and janitorial service.

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

Lessee shall not use said premises for any fund raising or political activities.

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

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. Any final judgments rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

(continued on page 6615)

This Agreement, Made this _____ day of _____
 A. D. 19 _____ Between City of Chicago a Municipal Corporation
 _____ party of the first part and Metro-Goldwyn-Mayer Film Company/
 Culver City, California 90280
 Metro-Goldwyn-Mayer Television, 10200 West Washington Blvd., / _____ party of the second part.

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

Police Station Located at 2839 East 89th Street, said premises to be
 used solely for the purposes of filming of a television series.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the First (1st)
 day of August _____ A. D. 19 81/ until the 31st _____ day of January _____
 or date of occupation whichever occurs later

A. D. 19 82. And the party of the second part in consideration of said demise, does covenant and agree with the
 party of the first part as follows:

FIRST.—~~For Rental Payment Provisions See Rider "A" Attached Hereto~~
 And Made A Part Hereof

~~As per said lease provisions the rent shall be paid in advance on the first day of each month during~~
~~the term of this lease.~~

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

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

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

For Additional Responsibilities of Lessor and

Lessee See Rider "B" Attached Hereto And Made

A Part Hereof.

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

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

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

[Signature forms omitted]

(continued from page 6613)

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by any act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed as follows: to the Lessor, Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago Illinois 60606, or at such place as the Lessor from time to time may appoint, or if to Lessee, Mr. Bill Higgins, 642 North Clark Street, Chicago, Illinois 60610 or such other individual as Lessee may appoint with a copy to MGM, 10202 W. Washington Blvd., Culver City, CA 90230 Attn: Legal Department. Lessor may cancel said lease at any time by giving the Lessee thirty (30) days prior written notice at the demised premises.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

In the event of any breach of any of the covenants, terms or conditions contained herein by the Lessee, the Lessor shall have the right to terminate this lease immediately upon giving written notice to the Lessee at the premises. Failure or neglect of the Lessor to act upon a breach of one or more of the covenants, terms or conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessee of any right created hereby.

Lessee shall provide and pay for security for said premises for the hours of the day (seven (7) days a week) during which the Circuit Court of Cook County does not provide security for the premises; and upon the Circuit Court vacating the premises, the Lessee shall provide and pay for twenty-four (24) hour security seven (7) days a week.

Lessee agrees to provide and maintain at all times during the term of this lease at its own expense insurance policies, in amounts and by type, as required by the City Comptroller, with the Lessor named as an additional insured and with the Lessor to receive certificates of insurance for the required insurance policies prior to the commencement of this lease. Should any of the required insurance policies be cancelled before the expiration date contained thereon, the Lessee shall mail to the Lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee shall be permitted to make repairs, additions, alterations and/or improvements to the demised premises it deems appropriate only after having provided the Lessor with written plans and specifications for said additions, alterations and/or improvements and only after having received the written permission of the Lessor. Lessee shall secure all necessary permits required for any repairs, additions, alterations and/or improvements to the demised premises. The Lessee agrees that upon termination of this lease that it will yield up said premises to the Lessor in the same condition as it received said premises (loss by fire and ordinary wear excepted). The Lessee further agrees that it shall not assert any ownership interest in said premises as a result of any repairs, additions, alterations or improvements Lessee makes to the demised premises.

Rider "C"

In the event of any accident, fire, explosion, casualty, epidemic, act of God, strike, lockout, labor condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, or other causes of the nature of force majeure beyond the control of the Lessee, whether similar or dissimilar to any of the foregoing, which causes an interruption of or materially hampers or materially interferes with the intended use of the premises, Lessee shall have the right to terminate this lease agreement. The effect of termination for cause shall be to release the Lessee from any further obligations hereunder except its obligation to pay such rent, if any, as may have become due and been unpaid prior to such termination.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardull, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone—47.

Nays—None.

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

Lease Agreement Authorized with Metro-Goldwyn-Mayer Film Company for Premises Located at No. 3026 S. California Av.

The Committee on Finance submitted a report recommending that the City Council pass a 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 a lease on behalf of the City of Chicago, a Municipal Corporation with Metro-Goldwyn-Mayer Film Company/Metro-Goldwyn-Mayer Television, located at the Municipal Contagious Hospital, Building 2, Second Floor, No. 3026 South California Avenue to be used solely for the purposes of filming of a television series; such lease to be approved by the Commissioner, Department of Public Works and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6616 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"

Rental Payment Provision

Lessee agrees to pay Lessor at the office of the City Comptroller as rent for said demised premises for said term at the rate of Fifty and No/100 (\$50.00) Dollars per day, payable monthly in advance upon the first day of each and every month

(continued on page 6617)

(continued from page 6615)

during the term hereunder (except if said lease should begin on a day other than the first day of the month, then Lessee shall pay rent only for the days for which it occupies said premises during the first month of the term hereunder).

Rider "B"

Additional Responsibilities of Lessor and Lessee:

Lessee shall be allowed to use any portion of the premises at any time during the term of this lease.

Lessee shall be responsible for securing all necessary permits required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

Lessee shall provide and pay for custodial and janitorial service.

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

Lessee shall not use said premises for any fund raising or political activities.

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

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. Any final judgments rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon

other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by any act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed as follows: to the Lessor: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such place as the Lessor from time to time may appoint, or if to Lessee, Mr. Bill Higgins, 642 North Clark Street, Chicago, Illinois 60610 or such other individual as Lessee may appoint with a copy to MGM, 10202 W. Washington Blvd., Culver City, CA 90230 Attn: Legal Department. Lessor may cancel said lease at any time by giving the Lessee thirty (30) days prior written notice at the demised premises.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

In the event of any breach of any of the covenants, terms or conditions contained herein by the Lessee, the Lessor shall have the right to terminate this lease immediately upon giving written notice to the Lessee at the premises. Failure or neglect of the Lessor to act upon a breach of one or more of the covenants, terms or conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessee of any right created hereby.

Lessee agrees to provide and maintain at all times during the term of this lease at its own expense insurance policies, in amounts and by type, as required by the City Comptroller, with the Lessor named as an additional insured and with the Lessor to receive certificates of insurance for the required insurance policies prior to the commencement of this lease. Should any of the required insurance policies be cancelled before the expiration date contained thereon, the Lessee shall mail to the Lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee shall be permitted to make repairs, additions, alterations and/or improvements to the demised premises it deems appropriate only after having provided the Lessor with written plans and specifications for said additions, alterations and/or improvements and only after having received the written permission of the Lessor. Lessee shall secure all necessary permits required for any repairs, additions, alterations and/or improvements to the demised premises. The Lessee agrees that upon termination of this lease that it will yield up said premises to the Lessor in the same condition as it received said premises (loss by fire and ordinary wear excepted). The Lessee further agrees that it shall not assert any ownership interest in said premises as a result of any repairs, additions, alterations or improvements Lessee makes to the demised premises.

Rider "C"

In the event of any accident, fire, explosion, casualty, epidemic, act of God, strike, lockout, labor condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, or other cause of the nature of force majeure beyond the control of the Lessee, whether similar or dissimilar to any of the foregoing, which causes an interruption of or materially hampers or materially interferes with the intended use of the premises, Lessee shall have the right to terminate this lease agreement. The effect of termination for cause shall be to release the Lessee from any further obligations hereunder except its obligation to pay such rent, if any, as may have become due and been unpaid prior to such termination.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Acceptance of Bid Authorized for Purchase of City-owned Property at No. 2115 W. McLean Av.

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

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

SECTION 1. The City of Chicago hereby accepts the bid of Jose I. Medina, No. 2117 W. McLean Avenue, Chicago, Illinois to purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed January 28, 1980, page 2309 described as follows:

Lot 23 in Block 10 in Sherman's Addition to Holstein in Southeast Quarter of Northeast Quarter of Half of Northwest Quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2115 W. McLean Avenue, Permanent Tax No. 14-31-138-015).

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

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

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

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

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

No. 442 E. Bowen Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Nody M. Boyd, No. 440 East Bowen Avenue, Chicago, Illinois to purchase for the sum of \$1,100.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1981 page 4183.

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

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary.

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Subdivision of Lots 43 to 46 in Block 2 in George S. Bowen's Subdivision of the North Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 442 E. Bowen Avenue, Permanent Tax No. 20-03-212-037).

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. 935 W. Carmen Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Robert M. Woods, Jr., No. 3800 Lake Shore Drive, Unit 10-A, Chicago, Illinois to purchase for the sum of \$90,101.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1980 page 4184.

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

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

Lots 3 and 4 in Block 2 in W. C. Gaudy Estate Subdivision of Block 5 of Argyle being a Subdivision of Lots 1 and 2 of Fussey and Fennimore's Subdivision of the Southeast fractional Quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian and Lots 1 and 2 of Colehour and Conarroe's Subdivision of Lots 3 of said Fussey and Fennimore's Subdivision in Cook County, Illinois (commonly known as Parking Site No. 26, No. 935 W. Carmen Avenue).

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. 1225 S. Kedzie Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louise Cobb c/o Jim Belcastro, No. 11 S. LaSalle Street, Chicago, Illinois to purchase for the sum of \$3,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1980 page 4184.

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

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

Lot 131 in Subdivision of Blocks 1 to 4 in Bales-tier's Douglas Park Addition to Chicago in the Northeast Quarter of Section 24, Township 39

North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1225 S. Kedzie Avenue, Permanent Tax No. 16-24-100-013).

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.

No. 2046 W. Superior St.

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

SECTION 1. The City of Chicago hereby rejects the bid of Israel Casanas, No. 2048 W. Superior Street, Chicago Illinois to purchase for the sum of \$2,400.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1980 page 4187.

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

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

Lot 20 in Sub-Block 3 in Cochran's Subdivision of Block 5 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2046 W. Superior Street, Permanent Tax No. 17-07-107-006).

Such property is subject to 1978 General Taxes and General Taxes after delivery of Quitclaim Deed.

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. 1214 S. Troy St.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louise Cobb c/o Jim Belcastro, No. 19 S. LaSalle Street, Chicago, Illinois to purchase for the sum of \$1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1981 page 4187.

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

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

Lot 116 in the Subdivision of Blocks 1, 2, 3 and 4 in Bales-tier's Douglas Park Addition to Chicago in the Northwest Quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1214 S. Troy Street, Permanent Tax No. 16-24-100-027).

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.

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

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

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

Yeas—Aldermen Rotl, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

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

No. 1665 N. Bissell St.

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

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

Lot 105 in Resubdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1665 N. Bissell Street, Permanent Tax No. 14-32-422-014).

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. 1658-1700 N. Bissell 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 147, 148, 149, 150, 151, 152 and 153 (except the Southwesterly 50 feet of each lot) in Wheeler Haven and Moseley's Subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

(commonly known as Nos. 1658 to 1700 N. Bissell Street, Permanent Tax Nos. 14-32-425-065 to 069 inclusive, also, 14-32-425-086).

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. 1704 N. Bissell St.

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

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

Lot 145 (except the Southwesterly 50 feet thereof) in a Subdivision of Block 6 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1704 N. Bissell Street).

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. 1720 N. Bissell St.

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

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

Lot 139 (except the Southwesterly 50 feet thereof) in Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1720 N. Bissell Street, Permanent Tax No. 14-32-425-057).

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. 9223 S. Commercial 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 27 in Block 84 in South Chicago, a Subdivision of part of Section 5 and Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 9223 S. Commercial Avenue, Permanent Tax No. 26-06-410-004).

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. 1649 N. Dayton 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 City 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 63 in Subdivision of Block 6 of Sheffield's Addition to Chicago in the East half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1649 N. Dayton Avenue, Permanent Tax No. 14-32-426-019).

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. 1163 W. 18th St.**Be It Ordained by the City Council of the City of Chicago:*

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

Lot 23 in Block 9 in Walsh and McMullen's Subdivision of the South three quarters of the Southeast quarter of Section 20, Township 39 North,

Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1163 W. 18th Street, Permanent Tax No. 17-20-407-018).

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. 1655-1657 Juneway Terrace/
7739-7743 N. Paulina 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 1, 2 and 3 in Block 7 in Gunderson's North Birchwood Subdivision of Blocks 4 to 17 of David P. O'Leary's Subdivision in the South half of the Northeast quarter of Section 33, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1655-1657 Juneway Terrace/7739-7743 N. Paulina Street, Permanent Tax No. 11-30-216-001).

Subject to any open taxes.

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. 4039 W. Maypole 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 51 in F. S. Tyrells Subdivision of Block 17 in West Chicago Land Company's Subdivision of the South Half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4039 W. Maypole Avenue, Permanent Tax No. 16-10-416-009).

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. 6238-6240 S. Michigan 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:

The South 50 feet of the East 150.25 feet of Lot 25 in Nash Rankin and Gray's Subdivision of the South 27 Acres of the Southwest quarter of the Southwest quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 6238-6240 S. Michigan Avenue, Permanent Tax Nos. 20-15-313-057 and 058).

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. 1716 W. Monroe St.

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

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

Lot 2 in Block 28 in Samuel F. Smith's Subdivision of the Northeast quarter of the Northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1716 W. Monroe Street, Permanent Tax No. 17-18-205-015).

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. 7115 S. Racine 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 46 in Block 2 in E. M. Condit's Subdivision of the West half of the Northwest quarter of the Northeast quarter of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 7115 S. Racine Avenue, Permanent Tax No. 20-29-200-011).

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. 6518 S. Ross 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 (by M and B) in Maley's Subdivision of the North 80 feet (except the West 140 feet) of the South 228.93 feet of that part of Block 1 North of the North line of original Lot 5 in Block 1 in Barnum Grove Subdivision of the South 42.7 acres in the West half of the Northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6518 S. Ross Avenue, Permanent Tax No. 20-21-210-020).

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. 938 W. Willow 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:

Sub Lot 3 of Lots 1 and 2 in Sub Block 4 of Block 5 in Sheffield's Addition to Chicago in Cook County, Illinois said premises being situated in the East half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, and in the West half of Block 5 aforesaid (except an irregular piece or parcel from and along the West Thereof composed of a piece conveyed to Clarence Buckingham by deed dated December 26, 1895 and recorded January 13, 1896 in Book 53311 at page 21 and another piece condemned by the Northwestern Elevated Railroad Company in the Circuit Court of said County, Case 264329 and as condemned for Subway in Case 41 C 6851, in Cook County, Illinois (commonly known as No. 938 West Willow Street, Permanent Tax No. 14-32-411-049).

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. 6553 S. Woodlawn 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:

The South 26 half feet of the North 30 feet of Lot 11 in Block 1 in Wait and Munrow's Addition to Hyde Park in the West half of the Northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6553 S. Woodlawn Avenue, Permanent Tax No. 20-23-211-024).

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

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

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

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

No. 6554 S. Yale 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:

The North 40 feet of the South 58 5/10 feet of Lot 5 in Block 2 in Barnum Grove Subdivision of the South 42.7 acres of the West half of the Northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6554 S. Yale Avenue, Permanent Tax No. 20-21-209-025).

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

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

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

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

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

The Committee on Finance to which had been referred on June 26 and July 1, 1981 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Angel Guardian Florist (The Catholic Charities), No. 2041 W. Devon Avenue	D1-109781 (Sign)	\$ 34.00
Catholic Theological Union, No. 5401 S. Cornell Avenue	A1-105694 (Elev.)	46.00
Chicago Youth Center, No. 611 W. Adams St.	F4-113998 (Mech. Vent.)	10.00
Congregation Beth Itzhok of West Rogers Park, No. 6716 N. Whipple Street	F4-031767 (Mech. Vent.)	10.00
Congregation Rodfei Zedek, No. 5200 S. Hyde Park Boulevard	P1-102019 (Fuel Burn. Equip.)	20.00
Franciscan Fathers/St. Peter Church, No. 108 W. Madison Street	A1-106122 (Elev.)	92.00
Jewish Home for the Blind, No. 3525 W. Foster Avenue	A1-105976 (Elev.)	46.00
Northwestern University Medical Building, No. 320 E. Superior Street	B1-914905 (Bldg. Insp.)	110.00
Norwegian Old Peoples Home Society of Chicago (Norwood Park Home), No. 6016 N. Nina Avenue	R1-101301 (Driveway Maint. Insp.)	75.00
St. Mary of Nazareth Hospital Center, No. 2233 S. Division Street	P1-009235 (Fuel Burn. Equip.)	50.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
St. Mary of Perpetual Help Church, No. 1030 W. 32nd St.	P1-013439 (Fuel Burn. Equip.)	\$135.00
University of Chicago, 960 E. 58th St.	A1-103339 (Elev.)	23.00
	B1-016052 (Bldg. Insp.)	34.50.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone—47.

Nays—None.

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

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

The Committee on Finance to which had been referred (May 13 and 19, June 26 and July 1, 1981) 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 the said proposed ordinances.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone—47.

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

Apostolic Church of God.

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 Apostolic Church of God, No. 6303 S. Kenwood Avenue for construction

of a parking lot on the premises known as area encompassed by E. 63rd Street; the first alley north thereof, S. Kenwood Avenue and S. Dorchester Avenue.

Said parking lot shall be used exclusively for church 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.

Archdiocese of Chicago/Santa Maria Addolorata 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 Archdiocese of Chicago/Santa Maria Addolorata Church for electrical installations on the premises known as No. 528 N. Ada Street.

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

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

Congregation Adas Yeschurun.

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 Congregation Adas Yeschurun, No. 2947 W. Touhy Avenue for remodeling purposes on the premises known as No. 2947 W. Touhy 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.

Norwegian American Hospital.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers, the Commissioner of Health, the Commissioner of Fire, and the Commissioner of Environmental Control are hereby directed to issue all necessary permits, free of charge, not-

withstanding other ordinances of the City to the contrary to Norwegian American Hospital, No. 1044 N. Francisco Avenue for remodeling purposes on the premises known as No. 1044 N. Francisco Avenue.

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

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

Community Center

Daughters of Charity/St. Vincent DePaul Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Daughters of Charity/St. Vincent DePaul Center for alterations and addition to existing building on the premises known as Nos. 2100-2145 N. Halsted 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.

LICENSE FEE EXEMPTIONS.

Home

Misericordia Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home, No. 2916 W. 47th Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1981.

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

Hospital

Mary Thompson Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1981: Mary Thompson Hospital, No. 140 N. Ashland Avenue.

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

Day Care Centers.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Abla Day Care Center (Chicago Housing Authority), No. 1342 S. Racine Avenue

Action Community Coalition Day Care Center, No. 5251 W. North Avenue

Albany Park Community Center, No. 3401 W. Ainslie Street

Amalgamated Child Day Care and Health Center (Amalgamated Clothing and Textile Workers Union), No. 323 S. Ashland Avenue

B. E. Gentry Day Care Center (Chicago Housing Authority), No. 2326 S. Dearborn Street

Bernard Horwich Center of Chicago (Jewish Community Centers), No. 3003 W. Touhy Avenue

Bethel Lutheran Church Day Care Center, No. 130 N. Keeler Avenue

Casa Central Day Care Center, No. 2610 N. Francisco Avenue

Case Infantil Day Care Center, No. 222 N. Kedzie Avenue

Central Baptist Children's Home Day Care Center, No. 3053 S. Normal Avenue

Chaney Ford Child Care Center, St. Paul Church of God in Christ, No. 4526 S. Wabash Avenue

Chicago Child Care Society Day Care Center, No. 5467 S. University Avenue

Chicago Urban Day School, No. 1248 W. 69th Street

Chicago Youth Center Fellowship House, No. 844 W. 32nd Street

Chicago Youth Center Project, Taylor Child Development Center, No. 1945 N. Sheffield Avenue

Christopher House Day Care Center, No. 2507 N. Greenview Avenue

Christopher House—Eastwood Day Care Center, No. 850 W. Eastwood Avenue

Community Nursery School of Galewood (Galewood Community Church), No. 1776 N. Narragansett Avenue

Day Care Action Community Coalition Center, No. 5251 W. North Avenue

Edison Park Lutheran Church Day Care Center, No. 6626 N. Oliphant Avenue

El Hogar del/nino/Cuidar, No. 1859 S. Racine Avenue

Erie Neighborhood House, No. 1347 W. Erie Street

Firman Community Services Day Care Center, No. 37 W. 47th Street

Green Home Child Development (Chicago Youth Centers), No. 1230 N. Larrabee Street

Henry Horner Day Care Center (Chicago Housing Authority), No. 123 N. Hoyne Avenue

Horizon Head Start Center (C.H.A.-Dept. of Human Services), No. 3542 S. State Street

Hyde Park Preschool Center, Inc.,
No. 5650 S. Woodlawn Avenue

Lawndale Community Day Care Center,
No. 2020 W. 19th Street

Lincoln Park-Lakeview Jewish Community Center,
No. 524 W. Melrose Street

Lithuanian Montessori Society of American Day
Care Center, No. 2743 W. 69th Street

Lower North Child Development (Chicago Youth
Centers), No. 1000 N. Sedgwick Street

The Lutheran Day Nursery,
Nos. 1802-1808 N. Fairfield Avenue

Lutheran Family Mission Day Care Center,
No. 855 N. Monticello Avenue

Mary Meyer School,
No. 2817 N. Pine Grove Avenue

Moody Church Early Childhood Center,
No. 1609 N. LaSalle Street

Noah's Art Pre-School of Christ Lutheran Church,
No. 3101 N. Parkside Avenue

Northwest Play School,
No. 5423 N. Artesian Avenue

Norwood Park Presbyterian Church Day Care
Center, No. 5849 N. Nina Avenue

Parkway Day Care Center (Hull House Association),
No. 500 E. 67th Street

Resurrection Lutheran Church Pre-School,
No. 3309 N. Seminary Avenue

Rockwell Gardens (Chicago Housing Authority),
No. 150 S. Western Avenue

Sears Roebuck Y.M.C.A. Day Care Center (Department
of Human Services), No. 3210 W. Arthington
Street

Sinai Nursery School (Chicago Sinai Congregation),
No. 1720 E. 54th Street

South Austin Day Care Center,
No. 301 N. Mayfield Avenue

South Shore Child Development Center (Chicago
Youth Center), No. 7601 S. Philipps Avenue

South Shore United Methodist Child Care Center,
No. 7350 S. Jeffery Boulevard

Southwest Cooperation Pre-School, Inc.,
No. 3500 W. 63rd Place

St. Columbkille Day Nursery,
No. 527 N. Paulina Street

St. Martin Day Care Center (Christian Community
Services), No. 5704 W. Midway Park

St. Vincent DePaul Center-Class I,
No. 2145 N. Halsted Street

Robert Taylor Day Care Center (Chicago Housing
Authority Dept. of Human Services), No. 4352 S.
State Street, Apt. 109-110 West

Robert Taylor Day Care Center (Chicago Housing
Authority Dept. of Human Services), No. 4352 S.
State Street, Apt. 109-110 West

Uptown YWCA Title XX Day Care Center,
No. 5244 N. Lakewood Avenue

Varnas Montessori Center,
No. 3038 W. 59th Street

Woodlawn A.M.E. Church Day Care Center,
Nos. 5456-5458 S. Evans Avenue

YWCA Kid's Day Out,
No. 5244 N. Lakewood Avenue.

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

Allocation of MFT Funds Increased for Engineering for Replacement of N. Clark St. Viaduct.

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

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

SECTION 1. That Section 1 of the ordinance of May 28, 1975, page 367 of the Council Journal, which authorized an allocation of \$100,000 from the City's share of M.F.T. Funds for engineering plans and estimates for the construction of the Clark Street Viaduct and approaches be amended by deleting therefrom the amount \$100,000 in line 4 thereof and substituting therein the amount \$160,000.

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

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

SECTION 4. This ordinance shall be in force 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Allocation of MFT Funds Decreased for Installation of Traffic-Control Signals at S. Wood St. and W. 103rd St. to Close Out 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. The ordinance passed by the City Council of the City of Chicago on July 23, 1975, on page 1006, of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Streets and Sanitation to install traffic signals, is hereby amended and closed as follows:

Location	Estimated Cost
South Wood Street and 103rd Street M.F.T. Project No. 1650	\$42,000.00
Section: West 103rd Street—0808.2—C.S.	
Actual funds drawn for project	\$36,843.86
Be and the same is hereby amended and closed as follows:	
By deleting the estimated costs of	\$42,000.00
And inserting in lieu thereof the amending and closing amount of	\$36,843.86

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

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

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

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

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

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone—47.

Nays—None.

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

Allocation of MFT Funds Decreased for Removal and Replacement of Desplaines St. Viaduct.

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

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

SECTION 1. That Section 1 of the ordinance of July 7, 1977, page 5535 of the Council Journal, which authorized an allocation of \$1,000,000.00 from the City's share of M.F.T. Funds for the reconstruction of the Desplaines Street Viaduct be amended by deleting therefrom the amount \$1,000,000.00 in line 4 thereof and substituting therein the amount \$940,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make dis-

bursements from said fund when properly approved by the Commissioner of Public Works.

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

SECTION 4. This ordinance shall be in force 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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone—47.

Nays—None.

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

Allocation of MFT Funds Authorized for Repairs to Curbs and Gutters in Improved Streets, County and State Highways During Year 1981.

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

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

SECTION 1. Authority is hereby granted to reconstruct curb and combine curb and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1981 and ending December 31, 1981. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$1,000,000.00 to be paid from that part of Motor Fuel Tax Funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$1,000,000.00 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1981 and ending December 31, 1981.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Allocation of MFT Funds Authorized for Repairs in Improved Streets, County and State Highways During Year 1981.

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

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1981 and ending December 31, 1981 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$3,000,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$3,000,000.00 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1981 and ending December 31, 1981.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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:

James P. Butler, 093915, Special Function Canine; injured July 2, 1979	\$ 207.15
Idelfonso Cintron, 125428, Recruit Training; injured August 17, 1980	145.00
David J. Golubiak, 290404, District 7; injured January 1, 1980	66.00
Jerry Harper, 322520, Recruit Training; injured December 1, 1980	5,628.10
Wayne A. Hovland, 358575, District 19; injured January 19, 1981	316.00
Susan M. Hurley, 365436, District 20; injured January 3, 1981	441.50
Gregory Jaglowski, 374699, District 1; injured January 21, 1981	68.50
Casey I. Janota, 377310, District 2; injured January 17, 1980	67.50
Casper Johnson, 382384, District 18; injured January 22, 1981	143.00
Kenneth Johnson, 385687, District 2; injured January 15, 1981	99.00
John R. Kaczmarek, 395462, Neighborhood Relations Division; injured January 2, 1980	137.25
Merrill C. Kaval, 403295, District 21; injured January 12, 1981	103.00
William Keating, 405501, District 18; injured January 26, 1981	104.35
Edward S. Kendzior, 412210, Bomb & Arson Section; injured January 26, 1981	30.00
Thomas M. Keough, 414818, District 9; injured January 28, 1981	155.00
Alan E. Kieras, 417251, District 16; injured January 24, 1981	114.50
Tommie E. King, 421004, District 3; injured January 18, 1981	281.00
Alfred Kirk, 422217, District 2; injured January 25, 1981	112.25
Joseph J. Kosala, 432998, District 19; injured January 19, 1981	56.00
Alex M. Laye, 457728, District 24; injured January 24, 1981	146.60
Robert E. Lesniak, 465011, District 18; injured January 12, 1981	115.00
Joseph R. Loblanco, 473144, District 4; injured January 30, 1981	74.85
Patrick Logan, 479949, District 18; injured January 3, 1981	159.25
Joseph McCarthy, 578753, District 13; injured January 26, 1981	60.00
Thomas R. McGann, 527310, Gang Crimes Section; injured January 21, 1981	85.25
Dennis M. McNamara, 539358, District 14; injured January 10, 1981	55.00
Kevin McNulty, 541081, District 14; injured January 4, 1981	101.00
Jeffery J. Nagle, 584597, District 14; injured January 2, 1981	247.75
Michael V. Nolan, 596913, District 1; injured January 6, 1981	106.00
Robert D. Novak, 600495, District 4; injured January 20, 1981	315.00
Martin J. O'Brien, 604014, District 23; injured January 22, 1981	89.00
Francis O'Driscoll, 610558, Youth Division; injured January 4, 1981	54.00

Thomas F. O'Grady, 611087, Special Operations Group; injured January 11, 1981	\$ 81.00
Michael F. Overstreet, 624972, District 4; injured January 17, 1981	54.85
Dennis A. Rak, 672394, District 11; injured January 15, 1981	122.00
Roger Reyes, 683155, District 13; injured January 8, 1981	47.00
Alphonse C. Rochon, 694265, District 21; injured January 13, 1981	97.00
John J. Ryan, 710286, District 7; injured January 21, 1981	60.00
Ronald P. Solner, 754653, District 8; injured January 17, 1981	30.00
Charles E. Springer, 771845, District 4; injured December 18, 1980	73.00
James E. Tarara, 799406, District 17; injured January 22, 1981	93.75
John F. Tomasetti, 813108, District 20; injured January 7, 1981	79.00
Dennis L. Tooles, 814273, District 7; injured January 4, 1981	1,017.50
Thomas A. Kleebea, 423742, District 20; injured August 27, 1979	18.00
Laurence R. Traub, 816937, District 24; injured January 30, 1981	262.00
Jesse S. Valles, 828572, District 13; injured January 29, 1981	156.00
Charles A. Vera, 832428, District 11; injured January 27, 1981	112.60
Robert J. Vosnos, 836468, District 17; injured January 8, 1981	58.00
Patrick V. White, 861731, District 7; injured January 19, 1981	55.30
Robert B. Woodruff, 879980, District 7; injured December 16, 1980	46.50
Gerald L. Wright, 881984, District 22; injured August 4, 1980	122.00
Roger R. Zacharias, 887570, District 23; injured January 13, 1981	92.00
Joseph Zannelli, 888651, Special Operations Group; injured January 11, 1981	50.00
Frank J. Slattery, 754653, District 12; injured January 5, 1981	481.00
John A. Baranowski, 026628, Narcotic Section; injured December 29, 1980	50.00
John W. Beach, 034832, District 7; injured January 19, 1981	152.00
Donald B. Bottoms, 063388, District 3; injured January 10, 1981	80.00
Bobby Bridges, 073577, Sanitation Unit; injured May 6, 1977	25.00
James E. Brown, 079470, District 20; injured November 18, 1980	427.65
William J. Calabrese, 098411, District 23; injured November 19, 1980	7.05
Arlyn J. Cassidy, 114204, District 20; injured September 9, 1978	30.00
Lawrence R. Celic, 118188, District 14; injured September 2, 1980	31.00
Eugene T. Chudy, 123568, District 10; injured November 7, 1980	47.50
Thomas D. Dorgan, 200135, District 23; injured July 30, 1979	8.00
Richard G. Dornbos, 200516, District 1; injured February 21, 1979	67.25
Michael Drawhorn, 205078, Special Function Canine Unit; injured November 15, 1980	278.00
Richard A. Elmer, 222327, District 15; injured December 24, 1976	14.00
Lawrence A. Fik, 238745, District 11; injured June 2, 1980	23.00
Phillip B. Grazier, 299299, District 14; injured January 6, 1980	55.00
Terence C. Hart, 326023, District 23; injured July 15, 1980	54.00

Patricia L. Hays, 332477, Youth Division; injured August 10, 1977	\$ 44.50	Michael O'Neal, 614946, District 7; injured April 25, 1979	\$ 61.50
Wayne A. Hovland, 358575, District 19; injured November 1, 1980	7.00	Peter J. Parisi, 631129, District 23; injured September 6, 1978	30.00
David M. Jarmusz, 378378, Special Operations Group; injured September 29, 1980	78.50	Terrence M. Pickens, 647763, District 21; injured July 21, 1978	25.00
Charles O. Kirk, 422229, District 7; injured April 22, 1980	76.00	Armando Ramirez, 672982, District 7; injured December 16, 1980	12.00
John H. Klusman, 426350, District 14; injured January 5, 1980	105.00	Charles D. Shannon, 740145, District 20; injured January 11, 1980	30.00
Evelyn M. Kolerich, 430379, Electronics Maintenance Division; injured August 10, 1979	30.00	James R. Spratte, 771673, District 7; injured December 29, 1979	4.00
Robert Lebak, 453390, District 6; injured January 19, 1980	60.00	Joseph J. Stack, 773168, District 9; injured April 25, 1979	25.00
Ralph Leos, 464446, District 2; injured December 18, 1979	29.00	John P. Welsh, 856318, District 21; injured May 19, 1980	32.00
Raul Lopez, 476813, District 12; injured May 27, 1978	28.50	Edward Wilkowski, 865697, District 13; injured September 29, 1980	302.00
Harry McGinnis, 528540, Criminalistics Division; injured May 28, 1979	9.00	Jeffrey G. Zitzka, 893462, District 15; injured October 23, 1980	9.00
Joseph G. Matuszak, 511566, Neighborhood Relations Division; injured February 26, 1979	29.00	Richard P. Zuley, 894781, Area 6 Homicide; injured June 28, 1980	12.00
Stanley Mendrala, 545783, District 8; injured June 14, 1980	10.00	Lawrence Herron, 341642, District 21; injured November 2, 1980	3,922.80
Michael W. Alvarado, 009924, District 13; injured June 23, 1980	20.00	Adelbert J. Marx, 507621, Area No. 2, Property Crimes; injured December 29, 1968	815.00
Daniel E. Gaffney, 264120, District 11; injured January 21, 1980	92.40	Patrick Joyce, Firefighter, Squad 2; injured November 21, 1980	647.10
Wayne Johnson, 387330, District 20; injured February 24, 1981	74.50	Eugene Owcarze, Firefighter, Engine Company 77; injured September 20, 1979	43.98
Edward T. Kennelly, 413655, District 17; injured April 1, 1980	576.00	Edward Reilly, Firefighter, Hook & Ladder 8; injured January 30, 1980	1,420.45
James F. Kotowicz, 434313, Special Operations Group; injured February 25, 1977	115.00	James Tully, Lieutenant, Engine Company 22; injured August 23, 1980	278.85;
John J. Muscarella, 582465, District 9; injured January 27, 1981	91.60	and	
Joseph F. Ozga, 625500, District 14; injured January 8, 1981	80.00	<i>Be It Further Ordered</i> , That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:	
Theodore Parker, 631898, District 3; injured January 7, 1981	215.50	Richard Banaszkiwicz, 025441, District 15; injured January 24, 1981	\$ 167.00
Theodore M. Passantino, 633468, Special Operations Group; injured November 8, 1979	15.00	Richard H. Barajas, 026494, District 7; injured September 21, 1980	59.80
Ersell W. Pruitt, 664846, District 15; injured January 23, 1981	128.00	George Bialecki, 047093, Enforcement Section; injured December 5, 1979	93.00
Phillip Quinlisk, 668932, District 24; injured January 19, 1981	189.00	Harry Blomstrand, 054752, District 20; injured March 5, 1981	3,386.05
Daniel M. Regan, 678942, District 8; injured January 7, 1981	30.00		
Patrick F. Riordan, 689155, District 19; injured April 17, 1977	17.00		
Joseph T. Shields, 745890, District 24; injured August 21, 1980	611.00		
Larry Strong, 785427, District 4; injured December 13, 1980	999.00		
Evans C. Thomas, 805802, District 3; injured September 10, 1977	36.00		
Evans C. Thomas, 805802, District 3; injured February 9, 1978	36.00		
William J. Wagner, 838436, District 9; injured February 12, 1976	55.00		
Juanita Powell, 658971, Recruit Training; injured January 23, 1981	3,521.41		
Edward J. Ryan, 709369, District 22; injured January 20, 1981	104.00		
Edward W. Ryan, Jr. 709378, Traffic Enforcement Unit; injured October 13, 1979	75.60		
Robert Spearman, 769437, Special Operations Group; injured July 15, 1975	83.00		
Janine M. Woerner, 877228, District 19; injured January 31, 1981	85.50		
Robert J. Muscolino, 582717, District 20; injured August 6, 1979	21.00		
Eugene R. Nick, 593900, District 14; injured September 21, 1980	1,408.15		

Steven Bocconcelli, 056317, District 23; injured November 8, 1980	\$ 153.75
Charles W. Brown, 077911, District 21; injured August 24, 1977	54.00
Ralph Calabrese, 098339, District 5; injured August 13, 1980	279.00
Robert J. Carten, 111061, District 7; injured February 10, 1981	73.00
Gerald F. Celano, 117142, District 24; injured March 11, 1981	165.00
Philip C. Della, 182672, District 24; injured February 13, 1980	179.00
Harold T. Dennis, 184545, District 18; injured February 13, 1980	155.00
Karen M. Dollan, 195342, District 18; injured January 25, 1981	117.00
Daniel Elenz, 220978, District 20; injured March 5, 1981	3,503.25
Duane F. Foster, 254931, District 14; injured June 15, 1980	1,586.00
Paul Furmaniak, 263427, Special Operations Group; injured May 14, 1980	175.00
Ronald Gaines, 264964, Special Operations Group; injured December 14, 1980	185.00
William E. Guiney, 309285, District 5; injured January 12, 1981	130.00
Wayne Haffney, 312640, Special Operations Group; injured January 31, 1981	197.75
Nathan Hamilton, 316491, District 8; injured January 15, 1981	60.00
Timothy J. Hauser, 329475, Mass Transit Unit; injured January 9, 1981	207.69
William Hespen, 342005, Special Operations Group; injured January 29, 1981	139.00
Mary E. Hodge, 348828, District 22; injured January 3, 1981	79.00
William P. Howell, 359973, Youth Division; injured January 12, 1981	234.00
Rodney B. Johnson, 386733, District 5; injured January 5, 1981	55.00
Thomas J. Karczewski, 400550, District 1; injured January 25, 1981	172.00
Robert Kearney, 404771, Enforcement Section; injured January 16, 1981	148.00
James A. Kelley, Jr. 407646, District 4; injured January 29, 1981	118.00
George E. Klinger, 425408, Mass Transit Unit; injured January 29, 1981	147.00
William Kobart, 427930, Enforcement Section; injured January 16, 1981	137.00
Mary E. Lee, 460386, District 2; injured January 1, 1981	45.00
Donald J. McMahon, 537162, District 21; injured January 1, 1981	107.00
James T. McNamara, 539493, District 19; injured January 17, 1981	189.00
Sigmund A. Majewski, 492827, Criminalistics Division; injured January 25, 1981 ..	70.00
Karen A. Makowski, 493174, District 1; injured January 3, 1981	84.00
Robert Maloblocki, 494994, District 2; injured January 30, 1981	88.00
Edward O. Martin, 505356, District 6; injured April 24, 1977	80.10
Debra M. Mrozek, 572500, District 9; injured January 6, 1981	214.20
William F. Murray, 582175, District 18; injured January 28, 1981	107.00

Louis F. Newman, 592785, District 1; injured January 25, 1981	\$ 128.00
Marc W. O'Brien, 603892, District 23; injured January 13, 1981	214.50
Robert Obuchowski, 618428, District 18; injured October 4, 1980	202.00
George A. Owens, 635082, District 21; injured January 26, 1981	69.00
Salvatore A. Packowski, 626129, Enforcement Section; injured January 17, 1981 ..	2,141.20
Albert F. Pfeiffer, Jr., 645932, District 21; injured January 17, 1981	107.00
Daniel A. Principato, 663425, District 9; injured January 25, 1981	64.76
Charles Radcliffe, 670651, District 5; injured January 5, 1981	110.00
Joseph J. Rokas, 696722, District 7; injured January 3, 1981	122.00
Stanley P. Salabura, 714300, District 7; injured January 3, 1981	121.00
Melvin E. Shelton, 744113, District 8; injured January 15, 1981	30.00
Andrew G. Sobolewski, 764808, Special Operations Group; injured January 31, 1981 ..	164.00
Daniel J. Sullivan, 788008, District 9; injured January 11, 1980	80.00
William F. Sacco, 713364, Youth Division; injured January 19, 1981	54.00
Alfred S. Shultz, 730354, District 5; injured September 13, 1980	170.00
Donald E. Schulz, 730350, Recruit Training; injured January 27, 1981	133.50
James R. Spratte, 771673, District 7; injured January 3, 1981	157.00
Robert Spurlin, 772098, District 14; injured December 15, 1980	154.40
Michael Starsiak, 775868, District 16; injured January 24, 1981	277.52
Thomas J. Swan, 792786, Youth Division; injured January 19, 1981	177.00
Lewis E. Taylor, 801737, District 8; injured January 31, 1981	30.00
Donald C. Turney, 823478, District 23; injured January 13, 1981	142.50
William W. VanVranken, 829640, District 21; injured January 1, 1981	269.50
Steve F. Viggiano, 833416, District 15; injured January 24, 1981	54.00
Stephan J. Wilke, 865154, Mass Transit Unit; injured January 23, 1981	152.00
Michael J. Williamson, 870595, District 18; injured January 25, 1981	72.00
Donna J. Young, 885812, Special Function Canine Unit; injured March 2, 1981 ...	270.00
John B. Ullrich, 825679, District 1; injured January 4, 1981	79.60
Dale Aule, Paramedic in Charge, South Side Relief; injured March 26, 1981	272.00
William R. Blair, Fire Commander, Head Quarters; injured January 29, 1981	263.06
Donald W. Blidy, Firefighter; Investigations; injured January 23, 1981	92.00
James D. Donahue, Paramedic, Ambulance 14; injured August 28, 1980	168.60
Ralph Johnson, Lieutenant, Fire Prevention Bureau; injured March 12, 1981 ..	50.00
Eva Murray, Paramedic, Ambulance 19; injured March 14, 1981	250.00
Roger Skebelsky, Paramedic, Ambulance 13; injured July 18, 1980	35.00

Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted two proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith.

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, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

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:

Area of W. Bloomingdale Avenue, N. LeClaire Avenue, N. Lamon Avenue and W. Grand Avenue—Installation of 2190 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$219,966.05, chargeable to Account No. 200-8285 (7930) .557—Betterment.

The above work to be done under Order No. 37106.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Crystal Street from N. Damen Avenue to N. Wolcott Avenue—Installation of 634 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$70,176.88, chargeable to Account No. 200-8285 (7930) .557—Betterment.

The above work to be done under Order No. 37231.

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted herewith, 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, Bertrand, Humes, Shaw, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—46.

Nays—None.

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

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

The following is said order as passed:

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

Various License Refunds.

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

Name and Address	License No.	Amount
Tuana and Angel Asturrzaga, 2651 W. Peterson Avenue, Chicago, Illinois 60659	K-33868 (Food)	\$150.00
Azteca Tacos Restaurant, Inc., 1836 S. Blue Island Avenue, Chicago, Illinois 60608	K-27881 (Liquor)	669.00
W. J. Monroe Cigar Company, 412 S. Wells Street, Chicago, Illinois 60607	4-11724 (Food)	25.00
Moy Lee, 5346 N. Milwaukee Av- enue, Chicago, Illinois 60630	20052 (Food)	50.00
Jim Lee, 3042 W. Montrose Ave- nue, Chicago, Illinois 60618	20260 (Food)	50.00
Karad Drugs, 233 N. Michigan Avenue, Chicago, Illinois 60601	10120 (Food)	25.00
International Kennel Club of Chicago, 4220 S. Halsted Street, Chicago, Illinois 60609	No. 4 (Miscellaneous)	70.00
Jose Louis Flores, 8919 S. Com- mercial Avenue, Chicago, Illinois 60617	No. 26 (Bakery)	40.00
Farmer Brown's Chicken, 1271 N. Clybourn Avenue, Chicago, Illinois 60610	20087 (Food)	50.00
Henry Sinkowski, d/b/a Home Bakery, 2931 N. Milwaukee Ave- nue, Chicago, Illinois 60618	20145 (Food)	50.00
Winston's Incor- porated d/b/a Winston's Bakery, 6455 W. Diversey Avenue, Chicago, Illinois 60634	272 (Bakery)	50.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Visual Hand- capped Managers of Illinois, 53 W. Jackson Boule- vard, Chicago, Illinois 60604	33163 (Food)	\$ 75.00
Klagis Corporation, 4179 W. Irving Park Road, Chicago, Illinois 60641	5992 (Liquor)	669.00
Joseph Skupren, 1340 W. 51st Street, Chicago Illinois 60609	602 (Hardware)	24.00
Arthur Harrington, 5825 N. Bernard Street, Chicago, Illinois 60659	1269 (Residential Parking)	11.00
Israel S. Richter, 5831 N. Central Park, Chicago, Illinois 60659	1228 (Residential Parking)	10.00
La Shore Press, Incorporated, 161 W. Harrison Street, Chicago, Illinois 60605	966 (Flammable Liquids)	550.00
Edwin T. Kolski, 133 N. Paulina Street, Chicago, Illinois 60647	3763 (Liquor)	577.17
43rd Street Food and Liquor, In- corporated, 315 E. 43rd Street, Chicago, Illinois 60653	3785 (Liquor)	669.00
Mary Grannum, 363 E. 81st Street, Chicago, Illinois 60619	179 (Broker)	15.00
Science Products Company, In- corporated, 5801 N. Tripp Avenue, Chicago, Illinois	1767 (Flammable Liquids)	220.00
Eugenia Swiatkow- ski, 4729 S. Ashland Avenue, Chicago, Illinois 60609	30063 (Food and Milk)	85.00
Dennis J. Smith Sr., 1302 W. Oak- mont Drive, Hoffman Estates, Illinois 60194	10069 (Food Dealer)	50.00
Jesus Rodriguez, c/o Best Cater- ing, Incor- porated, 4125 W. 24th Place, Chicago, Illinois 60623	204 (Food Dispenser Mobile)	60.00
Tomasa Garcia, 1656 N. Campbell Avenue, Chicago, Illinois 60647	32506 (Food Class II)	75.00;

Damage to Property.

Fire Department: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Recovery Services International Andrew and Madge Wilson, 120 S. Riverside Plaza, Suite 1420, Chicago, Illinois 60606	12-15-79—7121 S. Wabash Avenue	\$300.00;

Refunds on Permits.

Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Rhodes Construction Com- pany, Incorporated, 13814 S. Indiana Avenue, Riverdale, Illinois 60627	B-593042	\$222.75
Johnson and Carlson, 848 W. Eastman Street, Chicago, Illinois 60622	B-580717	59.25;

*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>
Irene A. Dennis, 3219 W. Catalpa Avenue, Chicago, Illinois 60625	2-10-79—3219 W. Catalpa Avenue	\$ 125.00
Joseph Lonero, 7712 S. Central Avenue, Burbank, Illinois 60459	4-18-80—3950 W. 54th Street	150.00
State Farm Insur- ance Company and Thomas Shefcik, 5676 S. Archer Avenue, Chicago, Illinois 60638	7-23-80—3845 N. Broadway	175.12
Candace L. Queeney, 2137 W. Pierce Street, Chicago, Illinois 60622	4-24-80—648 W. Kemper Place	76.00
Security Mutual Casualty Com- pany and C. V. Strickling, 222 S. Riverside Plaza, Chicago, Illinois 60606	9-4-80—2555 W. Grand Avenue	199.22
Liberty Mutual and Benedicto A. Manderico, 230 W. Monroe Street, Chicago, Illinois 60606	5-11-77—2421 W. Fullerton Avenue	219.60
Calvin Connors, 4956 N. Mulligan Avenue, Chicago, Illinois 60630	1-4-81—100 E. Chestnut Street	416.20
Allstate Insurance Company and David Rudd, 4301 W. Touhy Ave- nue, Lincoln- wood, Illinois 60646	2-18-81—	1,057.93
Lubomyr Hanke- wych, 2239 W. Walton Street, Chicago, Illinois 60622	11-5-80—2230 W. Walton Street	75.00
Carol Ann Schuette, 9670 N. Dee Road, Des Plaines, Illinois 60016	2-10-81—Wabash and Adams Streets	100.00
Montgomery Ward Insurance Com- pany and Lee A. Powell, 20060 Governors Drive, Olympia Fields, Illinois 60461	10-9-80—103rd and S. Halsted Street	637.22

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Hudson Boiler and Tank Company, 1725 W. Hubbard Street, Chicago, Illinois 60622	2-28-81—120 N. LaSalle Street	\$250.50
Antonio Zuccaro, 5628 Waveland Avenue, Chicago, Illinois 60634	2-10-81—4259 Irving Park Road	253.00
Augustus Scott Sr., 9658 S. Merriam Avenue, Chicago, Illinois 60616	5-4-81—9927 S. Crandon Avenue	264.00
Robert E. Lyles, 7235 S. Vernon Avenue, Chicago, Illinois 60619	4-25-81—1100 E. 79th Street	40.00
Betty G. Averett, 940 W. 50th Street, Chicago, Illinois 60609	4-29-81—6500 S. Racine Avenue	56.00;

Damage to Property.

Department of Streets and Sanitation:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Rene and Diane Rodriguez, 3410 W. Columbus Avenue, Chicago, Illinois 60652	6-12-80—3410 W. Columbus Avenue	\$150.00
John P. Hie, 4014 N. Major, Chicago, Illinois 60634	2-11-81—4014 N. Major	200.00
Julia M. Wilson, 745 E. 80th Street, Chicago, Illinois 60619	3-15-81—Auto Pound No. 8	45.13
Edward Rutkowski, 5206 S. Wood Street, Chicago, Illinois 60609	5-8-78—5206 S. Wood Street	175.00
Illinois Bell Telephone Company, c/o W. P. Maher, 212 W. Washington St., Hq 2H, Chicago, Illinois 60606	4-2-81—6201 N. Kenmore Avenue	502.00
Commonwealth Edison Company, c/o M. J. Terrazzino, P.O. Box 767, Chicago, Illinois 60690	6-9-80—13 E. Keeler	870.00
Leonard Simkoski, 5412 S. Lotus Avenue, Chicago Illinois	9-25-79—5412 S. Lotus Avenue	48.00;

Personal Injury Claim.

Department of Streets and Sanitation:
Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Adrienne J. Goodman, 540 W. Roscoe Street, Chicago, Illinois 60657	7-6-79—Jackson Boulevard and S. Wabash Avenue	\$82.25;

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Arthur Andros, 2566 W. Argyle Street, Chicago, Illinois 60625	2-20-79—1255 W. Morse Avenue	\$250.00
Juliana Petrizzo, 3400 W. 74th Street, Chicago, Illinois 60629	3-9-81—6347 S. Kedzie Avenue	89.44
Victor R. Schuster, 5356 N. Lakewood Avenue, Chicago, Illinois 60640	4-7-81—Catalpa and Broadway	112.60;

and

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

Water Leaks.

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Lawrence Gentile, 519 N. May Street, Chicago, Illinois 60622	519 N. May Street	\$150.48
Anna Enore, 4802 N. Seeley Avenue, Chicago, Illinois 60625	4802 S. Seeley Avenue	71.61
Hy Fish, 1361 E. 52nd Street, Chicago, Illinois 60615	1361 E. 52nd Street	45.08
Edwin Weinman, 31 Court of Cobblestone, Northbrook, Illinois 60062	2200 E. 73rd Street	20.88;

Damage to Property.

Department of Water: Account No. 200.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Illinois Bell Telephone Company, c/o H. Davis, HQ 18-E, 225 W. Randolph Street, Chicago, Illinois 60606	1-6-81—11056 S. Bell Avenue	\$1,000.00;

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 Department of Water:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Cathedral of Love MB, 360 E. 75th Street, Chicago, Illinois 60636	362 E. 75th Street	\$300.00
Arts Mens Wear, Incorporated, 9514 Evergreen Plaza, Evergreen Park, Illinois 60642	6359 S. Halsted Street	300.00

Name and Address	Location	Amount
Luis A. Andino, 4316 W. Cortez Street, Chicago, Illinois 60651	4316 W. Cortez Street	\$ 40.91
Annie Penn, 5022 W. Adams Street, Chicago, Illinois 60644	5022 W. Adams Street	231.89
Jack Nunn, 2106 S. Christiana Avenue, Chicago, Illinois 60620	1222 S. Washtenaw Avenue	30.56
David Lopez, 1630 W. 18th Place, Chicago, Illinois 60608	1630 W. 18th Place	194.96.

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

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred, November 15, 1979, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles:

(Nov. 15, 1979) Aetna Life and Casualty and Gelco Leasing
(June 27, 1980) Joseph Juhasz
(July 8, 1980) Prestige Casualty Co. and Frank F. Mills
(Sept. 10, 1980) Firemans Fund Insurance and William Tanner and Co.
(Oct. 2, 1980) Kemper Group Insurance and Kathleen Brennessel
(Oct. 16, 1980) Underwriters Adjusting Co. and John F. Kapust
(Dec. 30, 1980) Anna T. Webster
(Feb. 11, 1981) Evelyn Bishaf
(Feb. 11, 1981) Bernice Poole
(Mar. 6, 1981) Stella Ferrara
(Mar. 6, 1981) Allstate Insurance Co. and Georgi and Lenzer Grantlen
(Mar. 6, 1981) Oscar Wells
(Apr. 22, 1981) Saverio Coppola
(Apr. 22, 1981) Country Companies Insurance and Lorene Copithorn
(Apr. 22, 1981) Erika P. Dost
(Apr. 22, 1981) Richard J. Gesiorski
(May 13, 1981) Hanover Insurance Co. and Elnoria Pough
(May 13, 1981) Liquid Transporters, Inc.
(May 13, 1981) Aline Eanes
(May 13, 1981) AMICA Mutual Insurance Co. and Joan W. Abraham
(May 13, 1981) Checker Taxi Co., Inc., c/o Dinkes, Belgrade, Soll and Dinkes
(May 29, 1981) Michael Hare
(May 29, 1981) James E. Callier
(June 17, 1981) Enrique Torres
(June 17, 1981) State Farm Insurance Co. and Richard Heuman

(June 17, 1981) Tamela Maxwell
(June 17, 1981) John Kerber
(June 17, 1981) Hertz Corporation
(June 17, 1981) Thornell M. Pye
(June 26, 1981) State Farm Insurance Co. and Elgin Townsend
(June 26, 1981) Ethel Slutkin
(June 26, 1981) Michael Goff
(June 26, 1981) Elester Barrett
(July 1, 1981) Joe Siamaris;

Compensation for Various Refunds:

(Sept. 10, 1980) Rufus McCullom
(Sept. 24, 1980) Mary Sierra
(Sept. 24, 1980) Thomas Fistone
(Sept. 24, 1980) Louis V. Agostini
(Oct. 2, 1980) S. J. Gould
(Oct. 2, 1980) Cecil E. Hairston
(Oct. 2, 1980) Jose Castillo
(Oct. 16, 1980) Alfred Jackson
(Oct. 16, 1980) Raymond H. Acopiado
(Dec. 1, 1980) Sarah Zimmerman
(May 29, 1981) Marino R. Lagatz
(June 17, 1981) Walter Krueger;

Compensation for Property Damage:

(Sept. 10, 1980) Simon B. Green
(Dec. 30, 1980) George Georges
(Mar. 6, 1981) Illinois Bell Telephone Company
(Mar. 31, 1981) Margaret T. Castle
(June 17, 1981) Illinois Department of Transportation
(June 17, 1981) Marian Henderson
(June 17, 1981) C.A. International Import and Export Distributor, Inc.
(June 17, 1981) Mark S. Hacker
(June 26, 1981) Helen Sturma
(June 26, 1981) Prudential Property and Casualty Insurance and Mary Barnes
(June 26, 1981) Sandra K. Jones
(June 26, 1981) Roberto Cisneros;

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, Bertrand, Humes, Shaw, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone—46.

Nays—None.

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

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

Failed to Pass—PROPOSED ORDER FOR CANCELLATION OF WARRANTS FOR COLLECTION.

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass* a proposed order authorizing the cancellation of two Warrants for Collection, Nos. F2-100283 and F2-100284, each in the amount of \$10.00 for maintenance and operation of two private fire alarm boxes located at Northwestern University, Nos. 320 E. Superior Street and 339 E. Chicago Avenue.

Alderman Frost moved to *Concur In* the committee's recommendation. The Chair thereupon stated: "*Shall the proposed order pass, the recommendation of the committee to the contrary notwithstanding?*;" and the question being put, said proposed order *Failed to Pass*, by yeas and nays as follows:

Yeas—None.

Nays—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Placed on File—MISCELLANEOUS MATTERS.

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

The following is a summary of said documents:

A communication from Bensenville Home Society, dated July 7, 1981 concerning their Financial Statement for Year ending June 30, 1980.

A communication from the Children's Benefit League of Chicago and Suburbs, dated June 18, 1981 concerning their Financial Statement of Tag Day receipts for April 10, 1981.

A communication from the Polish Welfare Association, dated July 6, 1981 concerning their Financial Statement and Audit for Year ending June 30, 1980.

A communication from the Uhlich Children's Home, dated June 16, 1981 concerning their Financial Statement for Year ending June 30, 1980.

Two communications from the Department of Public Works, dated April 30, and May 30, 1981 concerning the Monthly Progress Reports on Sewer Bond Issue projects for months ending April 30 and May 30, 1981.

COMMITTEE ON BUILDINGS AND ZONING.

Action Deferred—ON APPROVAL OF REAPPOINTMENT OF THOMAS P. KEANE AS MEMBER OF ZONING BOARD OF APPEALS.

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

CHICAGO, July 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration the reappointment of Mr. Thomas P. Keane as a member of the Zoning Board of Appeals for a term ending June 30, 1986 (referred June 26, 1981) begs leave to recommend that Your Honorable Body Pass said proposed appointment attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

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

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

CHICAGO, July 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration proposed ordinances (referred May 13, 1981) to amend Chapters 47, 49, 50, 62 and 65 of the Municipal Code of Chicago regarding Fire Retardant Wood Treatment, begs leave to recommend that Your Honorable Body Pass said proposed ordinances attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

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

The proposed ordinances transmitted with the foregoing committee report read as follows (the *Italic heading in each case not being a part of the ordinance*):

Chapter 47, Section 47-2.

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

Section 1. The Municipal Code of Chicago, Chapter 47, Section 47-2, is hereby amended by adding a new definition in the proper alphabetical sequence, in *Italics* below, as follows:

47-2. Accepted engineering practice ...
Fire resistive rating ...
Fire retardant treated wood. For definition See Section 65-2 (f).
Fire Station ...

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

Action Deferred—ON PROPOSED ORDINANCES TO AMEND CHAPTERS 47, 49, 50, 62 AND 65 OF THE MUNICIPAL CODE CONCERNING FIRE RETARDANT WOOD TREATMENT.

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

Chapter 49, Section 49-2.

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

Section 1. The Municipal Code of Chicago, Chapter 49, Section 49-2 is hereby amended by adding certain new language, in *Italics* below, as follows:

49-2. Type I, Fire-Resistive Construction . . . as required in Section 49-8. *Fire retardant treated wood may be used in roof framing and roof sheathing of one story buildings that do not exceed the height and area limitations for Type II construction as established in Sections 51-1.2 and 51-2.4.*

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

Chapter 49, Section 49-3.

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

Section 1. The Municipal Code of Chicago, Chapter 49, Section 49-3 is hereby amended by adding certain new language, in *Italics* below, as follows:

49-3. Type II, Non-Combustible Construction . . . as required in Section 49-8. *Fire retardant treated wood may be used in roof framing and roof sheathing of one story buildings only.*

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

Chapter 50, Section 50-13 (g).

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

Section 1. The Municipal Code of Chicago, Chapter 50, Section 50-13(g) is hereby amended by deleting the language in brackets below, and by adding certain new language, in *Italics* below, as follows:

50-13(g) Wood or other combustible veneers or non-combustible backing for [show windows] *facades that do not extend above the first full story above grade or fire retardant treated wood that does not extend above the second full story above grade.*

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

Chapter 62, Section 62-6.1 (a).

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

Section 1. The Municipal Code of Chicago, Chapter 62, Section 62-6.1(a) is hereby amended by deleting the language in brackets below and by adding certain new language, in *Italics* below, as follows:

62-6.1(a) In building of Types I-A, I-B, I-C, and II constructions [partitions] *partition framing shall be of [non-combustible] either or both of the following materials:*

- (1) *Non-combustible materials.*
- (2) *Fire retardant treated wood within assemblies of 1 hour maximum rating.*

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

Chapter 62, Section 62-6.1 (b).

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

Section 1. The Municipal Code of Chicago, Chapter 62, Section 62-6.1(b) is hereby amended by deleting the language in brackets below and by adding certain new language, in *Italics* below, as follows:

62-6.1(b) In buildings of Type III-A Construction, [partitions] *partition framing shall be of heavy timber construction providing fire resistance as required for floor construction or roof construction above or shall be of non-combustible materials or fire retardant treated wood within a 1/2 hour to 1 hour fire-rated assembly.*

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

Chapter 62, Section 62-10.3.

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

Section 1. The Municipal Code of Chicago, Chapter 62, Section 62-10.3 is hereby amended by the addition of a new Subsection, Section 62-10.3(c), in *Italics* below, as follows:

62-10.3(c) *When the sub-flooring and the structural elements are of fire retardant treated wood, the space between the floor construction and the sub-flooring need not be filled.*

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

Chapter 62, Section 62-10.4.

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

Section 1. The Municipal Code of Chicago, Chapter 62, Section 62-10.4 is hereby amended by the addition of a new Subsection, Section 62-10.4(c), in *Italics* below, as follows:

62-10.4(c) *When the sub-flooring and the structural elements are of fire-retardant wood, the space between the floor construction and the sub-flooring need not be filled.*

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

Chapter 62, Section 62-11.3.

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

Section 1. The Municipal Code of Chicago, Chapter 62, Section 62-11.3 is hereby amended by adding certain new language, in *Italics* below, as follows:

62-11.3. Mansard or sloping roofs, the plane of which forms an angle of more than sixty degrees but not more than seventy-five degrees with the horizontal, shall be classified as roofs and shall comply with all applicable requirements of this code, except that such roofs, erected on buildings more than forty feet in height, of Types III-A, III-B or III-C construction shall be constructed of non-combustible materials, *or fire retardant treated wood, providing fire resistance of not less than one hour. Such use shall comply with Section 77-2.2(a) if applicable.*

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

Chapter 65, Section 65-4 (b) (1).

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

Section 1. The Municipal Code of Chicago, Chapter 65, Section 65-4(b)(1) is hereby amended by adding a new listing in Italics below:

65-4(b)(1) Materials and Construction . . . National Building Code.

Fire retardant treated wood ASTM E-84 (30 minutes) and ASTM 1-2898 (exposure to weather).

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

Chapter 65, Section 65-2.

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

Section 1. The Municipal Code of Chicago, Chapter 65, Section 65-2, is hereby amended by the addition of a new Subsection, Section 65-2(f), in Italics below, as follows:

65-2(f) Fire Retardant Treated Wood: Lumber and plywood that has a Class 1 rating when tested in accordance with ASTM E-84, UL 723, NFPA 255 for a period of thirty minutes and shows no evidence of significant progressive combustion in that period. Each piece of fire retardant treated wood shall be identified at two foot intervals by a label or a stamp of an approved agency having an inspection service, and further by the marking of a continuous double line between the labels or stamps. Where fire retardant treated wood is to be subject to sustained high humidity or exposed to the weather, it shall be further identified to indicate there is no increase in listed fire hazard classification when subjected to "The Standard Rain Test (ASTM D-2898-72)."

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

Action Deferred—ON PROPOSED ORDINANCES AND RESOLUTIONS TO AMEND VARIOUS CHAPTERS OF THE MUNICIPAL CODE.

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

CHICAGO, July 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration five proposed ordinances (referred 1-19-79, 6-1-79, 9-12-79 and 5-7-80) to amend sections of the Municipal Code, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinances and resolutions attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD R. VRDOLYAK,
Chairman.

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

The proposed ordinances and resolution transmitted with the foregoing committee report read as follows (the *Italic* heading in each case not being a part of the ordinance):

Chapter 39, Section 39-2.1.

Whereas, The owner, his agent for the purpose of managing, controlling or collecting rents and any other person managing or controlling a building may be held liable for violations of city zoning, building, electrical, and fire regulations; and

Whereas, Such violations can often be remedied when identified immediately upon occurring; and

Whereas, Such swift remedy of these violations may preserve the quality of a building, and save the owner the cost, in time and funds, of responding to such violations through the city's lengthy code enforcement process; and

Whereas, Tenants of such building, as well as neighboring tenants and property owners, are often eager to contact the owner of a building with such violations, to alert the owner to these violations; and

Whereas, A fire or other emergency may necessitate swift notification to the owner of such building; now, therefore,

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

Section 1. That Chapter 39 of the Municipal Code of the City of Chicago be and is hereby amended by adding Section 39-2.1 in Italics below:

39-2.1. The owner of any building having residential units designed or used for two or more family units or designed or used for sleeping accommodations, other than family units, for more than ten persons, shall post, or cause to be posted, in a prominent place in a common area of the building accessible from the public way, or affixed to the building so as to be visible from the public way, the name, address, and telephone number of the owner, his agent for the purpose of managing, controlling or collecting rents and any other person managing or controlling such building.

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

Chapter 41, Section 41-7.1.

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

Section 1. That Chapter 41 of the Municipal Code of the City of Chicago be and is hereby amended by adding Section 41-7.1 in Italics below:

41-7.1. The Department of Inspectional Services shall maintain a Public Information Center, to be open to the public during normal business hours, to provide public access to information pertaining to building code violations for all buildings whose owners have had the opportunity for a compliance board hearing.

Such information shall include, but not be limited to, notice of violation to building owner, building inspection reports, identity of all owners or beneficiaries of secret land trust for residential buildings having violations that have not been corrected within 180 days of notice of violation, and all inspection reports, notices of violation, and citations dated prior to the date of the most recent compliance board hearing.

Such information shall be indexed by owner, address, and inspection district, if any.

Any person requesting such information shall submit a request form stating the address of the building, the owner, if known, the inspection district, if known, and the name of the person or group seeking the information.

Such information shall be provided to the person or group seeking the information within five working days. A reasonable charge for the cost of reproduction of such information may be assessed.

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

"Annual" Building Inspections.

Whereas, The Fire Prevention Bureau of the Chicago Fire Department currently has the responsibility for conducting building inspections for all buildings four stories or more in height, buildings of three stories having one story of commercial use, and all lodging or rooming houses; and

Whereas, Approximately 20,000 buildings are inspected annually, generating 35-40,000 inspections; and

Whereas, The Fire Prevention Bureau has no budgeted positions for building inspectors; and

Whereas, Such inspections are conducted by fire fighters who are not trained to conduct building inspections; and

Whereas, The Fire Prevention Bureau has no budgeted positions for technical inspectors, such as electrical, elevator, plumbing and iron inspectors; and

Whereas, When identifying building code violations of this technical nature, the Fire Prevention Bureau is to forward a request to the Department of Inspectional Services for a technical inspection; and

Whereas, The Fire Prevention Bureau, since receiving jurisdiction for these "annual" building inspections, has forwarded a minimal number of referrals to the Department of Inspectional Services; and

Whereas, The buildings that are required to have annual inspections tend to be those that present the greatest danger to the health and safety of tenants, and the general community; and

Whereas, Prior to 1980, the Department of Buildings conducted all "annual" building inspections; and

Whereas, Consolidation of building inspection services will provide a more efficient and effective system for building code enforcement; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the 1982 Annual Appropriation Ordinance provide additional inspectors in the Department of Inspectional Services for the purpose of conducting these annual building inspections; and

BE IT FURTHER RESOLVED, That the Fire Prevention Bureau of the Chicago Fire Department, be relieved of the responsibility for conducting such annual inspections.

Prioritize Code Enforcement Efforts against Repeat Offenders.

Whereas, Approximately 16,000 housing court cases are prosecuted annually by the City of Chicago; and

Whereas, Because of this heavy caseload, it is difficult for city prosecutors and inspectors to devote adequate attention to each case; and

Whereas, Code violations vary in seriousness from one building to another; and

Whereas, Some of the buildings having serious code violations are owned by persons who own, manage, control, or collect rents in many buildings having code violations; and

Whereas, Such repeat offenders constitute a threat to the health and safety of tenants, and to the general community; and

Whereas, City prosecutors and inspectors need to identify these repeat offenders, so as to prevent the spread of code violations; and

Whereas, Enforcement efforts against repeat offenders will improve the quality of housing in the City of Chicago; and

Whereas, The Department of Law can legally prioritize enforcement against repeat offenders as long as it can be shown that a rational basis for prioritizing cases is based on public safety and welfare concerns; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the Department of Law and the Department of Inspectional Services index code violations by owner, address, and seriousness of violations; and

BE IT FURTHER RESOLVED, That the Department of Law and the Department of Inspectional Services prioritize code enforcement efforts against repeat offenders who own numerous buildings with serious code violations, and who have a history of owning, managing, controlling, or collecting rents from such buildings.

Consideration of Aggravating and Mitigating Circumstances When Asking Court for Orders, Fines and Continuances.

Whereas, Approximately 16,000 housing court cases are prosecuted annually by the City of Chicago; and

Whereas, Code violations vary in seriousness from one building to another; and

Whereas, Some buildings are owned by persons having a history of ownership of buildings with serious code violations; and

Whereas, Some building owners own, manage, control, or collect rents in numerous buildings that have been cited by city inspectors for code violations, and that are in housing court for failure to correct code violations; and

Whereas, Such repeat offenders of the city building code constitute a threat to the health and safety of tenants, and to the general community; and

Whereas, Stronger enforcement tools need to be employed to force such repeat offenders to comply with the City building code; and

Whereas, Prosecution to enforce a municipal ordinance is considered quasi-criminal in nature; and

Whereas, Under equitable principles, factors such as public safety and past misconduct are admissible as evidence in court; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the Department of Law index code violation complaints by owner, address, and seriousness of violations; and

BE IT FURTHER RESOLVED, That the Department of Law consider aggravating and mitigating circumstances, such repeat offender status, when asking the court for orders, fines, and continuances.

Collection of Uncollected Fines for Violation of Building Code.

Whereas, Approximately \$1.4 million was levied against building owners last year for failure to comply with the City building code; and

Whereas, Only \$27,000, less than two percent of those fines levied, were collected by the City; and

Whereas, Fines are issued when building code violations have gone uncorrected, and when court orders for compliance have not been complied with for long periods of time; and

Whereas, Such fines are used to force building owners to correct code violations and comply with court orders; and

Whereas, Such fines are routinely ignored by most building owners, rendering them ineffective as enforcement weapons; and

Whereas, The City of Chicago is losing over \$1 million of sorely needed revenue through the loss of these uncollected fines; and

Whereas, The City of Chicago has made no attempt to collect such fines; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the Department of Law file suit against those persons who have not paid fines levied against them in Housing Court; and

BE IT FURTHER RESOLVED, That the City Comptroller issue a quarterly report, itemizing the amount of fines collected from violations of the City building code.

Strengthen Criminal Housing Management Statute.

Whereas, Illinois law states that a person commits the offense of criminal housing management when "having personal management or control of residential real estate . . . he knowingly permits by his gross carelessness or neglect the physical condition or facilities of the residential real estate to become or remain so deteriorated that the health or safety of any inhabitant is endangered;" and

Whereas, This statute is difficult to employ against slumlords and other negligent property owners, because it cannot be proven that they had personal control or management, or knowingly permitted their property to deteriorate; and

Whereas, Slumlords and other negligent property owners often claim that building managers committed these acts, and failed to notify the building owners of deteriorating conditions; and

Whereas, Slumlords and other negligent property owners should not be able to escape criminal charges for deteriorating conditions which cause danger, or even death, due to health or safety hazards; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the Illinois General Assembly be memorialized to enact legislation to strengthen the criminal housing management statute so that it can more effectively be used against slumlords and other negligent property owners who have caused their properties to deteriorate to the extent that the health and safety of any inhabitant is endangered; and

BE IT FURTHER RESOLVED, That a suitable copy of this resolution be presented to the Illinois General Assembly.

Enact Legislation to Grant Tenants and Community Groups Legal Standing in Housing Court.

Whereas, Tenants and community groups are concerned about the quality of housing in their neighborhoods; and

Whereas, Tenants and community groups often testify in Housing Court, presenting evidence concerning building code violations; and

Whereas, City inspectors and corporation counsel often rely upon tenants and community groups to provide current, accurate information that might otherwise not be available to the court, regarding building conditions, ownership information, and management status; and

Whereas, Tenants and community groups cannot presently testify in Housing Court unless questioned by defendant or plaintiff as a witness, or unless they file as intervenors in the case under provisions of Illinois law; and

Whereas, Such restriction fails to recognize the value of tenants and community groups in the code enforcement process, and the stake that they have in housing conservation efforts in their neighborhoods; now, therefore,

BE IT RESOLVED, By the City Council of the City of Chicago, That the Illinois General Assembly be memorialized to enact legislation granting legal standing in Housing Court to tenants and community groups; and

BE IT FURTHER RESOLVED, That a suitable copy of this resolution be presented to the Illinois General Assembly.

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

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

CHICAGO, July 16, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass six proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on March 6, 16 and 31, April 22 and June 10, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD R. VRDOLYAK,

Chairman.

(Signed) FRED B. ROTI,

Vice-Chairman.

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

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

An ordinance to classify as a B1-1 Local Retail District instead of an R3 General Residence District, the area bounded by

W. Fillmore Street; S. Menard Avenue; a line 70 feet south of and parallel to W. Fillmore Street; and the alley next west of and parallel to S. Menard Avenue (Map No. 2-M).

Reclassification of Area Shown on Map No. 10-E.

An ordinance to classify as a C1-3 Restricted Commercial District instead of a B4-3 Restricted Service District, the area bounded by

E. 43rd Street; the alley next east of and parallel to S. Prairie Avenue; a line 94 feet south of and parallel to E. 43rd Street; and S. Prairie Avenue (Map No. 10-E).

Reclassification of Area Shown on Map No. 10-E.

An ordinance to classify as a B5-3 General Service District instead of a B3-4 General Retail District, the area bounded by

the alley next north of and parallel to E. 47th Street; a line 200 feet east of and parallel to the first alley east of and parallel to S. King Drive; E. 47th Street; and the first alley east of and parallel to S. King Drive (Map No. 10-E).

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

An ordinance to classify as a C1-3 Restricted Commercial District instead of a B4-3 Restricted Service District, the area bounded by

a line 70 feet north of and parallel to E. 51st Street; S. Calumet Avenue; E. 51st Street; and a line 100 feet west of and parallel to S. Calumet Avenue (Map No. 12-E).

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

An ordinance to classify as an R4 General Residence District instead of a B4-1 Restricted Service District, the area bounded by

S. Archer Avenue; a line perpendicular to S. Archer Avenue 150 feet northeast of S. Kenneth Avenue; the alley next southeast of and parallel to S. Archer Avenue; and S. Kenneth Avenue (Map No. 12-K).

Reclassification of Area Shown on Map No. 16-K.

An ordinance to classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District, the area bounded by

W. Marquette Road; S. Kolmar Avenue; the alley next south of and parallel to W. Marquette Road; and the east line of the right-of-way of the Belt Railway (Map No. 16-K).

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

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

CHICAGO, July 16, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Do Not Pass* two proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on September 10 and December 12, 1980) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD R. VRDOLYAK,
Chairman.

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

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

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

An ordinance to classify as an R3 General Residence District instead of a B4-1 Restricted Service District, the area bounded by

W. 81st Street; S. Stewart Avenue; a line 120 feet south of and parallel to W. 81st Street; and S. Vincennes Avenue (Map No. 20-F).

Reclassification of Area Shown on Map No. 24-H.

An ordinance to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District, the area bounded by

the alley next north of and parallel to W. 99th Street; a line 50 feet east of and parallel to S. Wood Street; W. 99th Street; and S. Wood Street (Map No. 24-H).

Re-referred—PROPOSED ORDINANCE TO RECLASSIFY THE AREA SHOWN ON MAP NO. 26-H.

Alderman Vrdolyak moved to *Re-refer* to the Committee on Buildings and Zoning a proposed ordinance (referred on July 8, 1980) to reclassify the area shown on Map No. 26-H. The motion *Prevailed* and the proposed ordinance was *Re-referred to the Committee on Buildings and Zoning*.

Re-referred—PROPOSED ORDINANCE TO RECLASSIFY THE AREA SHOWN ON MAP NO. 28-H.

Alderman Vrdolyak moved to *Re-refer* to the Committee on Buildings and Zoning a proposed ordinance (referred on November 28, 1979) to reclassify the area shown on Map No. 28-H. The motion *Prevailed* and the proposed ordinance was *Re-referred to the Committee on Buildings and Zoning*.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given to Industrial Revenue Bond of \$1,000,000 for Construction of Project by Dreis & Krump Manufacturing Company.

The Committee on Economic Development submitted the following report:

CHICAGO, July 14, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 24, 1981) providing for the issuance of industrial revenue bonds in the amount of \$1,000,000 for the construction of a project by the Dreis & Krump Mfg. Co., No. 7400 S. Loomis Blvd., begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the Committee with no dissenting vote.

Respectfully submitted,

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$1,000,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Dreis & Krump Manufacturing Company; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$1,000,000.

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

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

Ordinances Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (May 29, June 10 and July 1, 1981) twelve proposed ordinances for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

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

Grant to American National Bank and Trust, Trustee U/T Nos. 48268, 51234 and 51235.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust as Trustee Under Trust Nos. 48268, 51234 and 51235, to construct, maintain and use two series of Caisson Bells to be held beneath the public right-of-way for the purpose of supporting the tower structure of the abutting parcel of property, bounded by West Madison Street on the north, West Monroe Street on the south, South Wacker Drive on the east, and the Chicago River on the west. One such series of Caisson Bells shall run under and along the east bank of the Chicago River, abutting the above described parcel, and shall be held within an average area of the following dimensions: two hundred seventy-one (271) feet in length, five (5) feet in width, eight (8) feet in depth, and shall be set at an average elevation of minus sixty-three (-63) feet, C.C.D., no later than minus sixty-nine (-69).

feet, nor higher than minus fifty-seven (-57 feet, C.C.D. The other series of Caisson Bells permitted by authority granted herein shall run under and along the north line of West Monroe Street, likewise abutting the above described privately owned parcel. Said Caisson Bells shall be contained within an average area of the following dimensions: one hundred sixty-eight (168) feet in length, five (5) feet in width, eight (8) feet in depth, and shall be set at an average elevation of minus sixty-three (-63) feet C.C.D., no lower than minus sixty-nine (-69) feet nor higher than minus fifty-seven (-57) feet, C.C.D. Said privileges shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Twenty-seven and no/100 dollars (\$527.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the

structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in the amount not less than \$2,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Bennett Brothers, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Bennett Brothers, Inc., upon the terms and subject to the conditions of this

ordinance, to maintain and use as now constructed. Subsurface Space (Vaults) under the south half of the east-west public alley and under the north forty-nine (49) feet two (2) inches of the north-south public alley in the block bounded by E. Adams Street, E. Monroe Street, S. State Street and S. Wabash Avenue. Said vault in the east-west alley shall not exceed twenty (20) feet in length, nine (9) feet in width, nor fifteen (15) feet in depth, including a vault under the ten foot diagonal turning space at the southeast corner of said alleys. Said vault in the north-south alley shall not exceed forty-nine (49) feet two (2) inches in length, six (6) feet in width, nor fifteen (15) feet in depth; for a period of five (5) years from and after July 15, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Sixty-two and No/100 dollars (\$462.00) per annum, in advance, the first payment to be made as of July 15, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any

and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Coca Cola Company.

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

SECTION 1. Permission and authority are hereby given and granted to the Coca Cola Company, a corporation, upon the terms and subject to the

conditions of this ordinance, to construct, maintain, and use a steel pipe bridge for the purpose of supporting process piping. Said pipe bridge shall span over and across West Fillmore Street a total distance of sixty-six (66) feet at a point two hundred twenty-two (222) feet west of the west line of South Pulaski Road, and shall be constructed and maintained at a width of six (6) feet, a depth of six (6) feet eight (8) inches, and an elevation of twenty-one (21) feet four (4) inches above the street grade of West Fillmore Street at that location. The above steel pipe bridge shall remain over the public right-of-way by the authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs, and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance

of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

*Grant to Exchange National Bank, Trustee,
U/T No. 36863.*

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

SECTION 1. Permission and authority are hereby given and granted to Exchange National Bank, Trustee U/T No. 36863, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track

across S. Kilbourn Avenue from a point on the west line thereof four hundred forty-five (445) feet north of the north line of W. 14th Street to a point on the east line of S. Kilbourn Avenue four hundred ninety-five (495) feet north of a north line of W. 14th Street; for a period of five (5) years from and after January 24, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and No/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of January 24, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner

of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Inland Steel Company.

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

SECTION 1. Permission and authority are hereby given and granted to Inland Steel Company, a Delaware corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed Subsurface Space (Vault) used for the storage of fuel oil. Said Subsurface Space being ninety (90) feet in length and fifteen (15) feet in width and fifteen (15) feet in depth, or containing approximately one thousand three hundred fifty (1,350) square feet of space. Said

Subsurface Space shall be underneath the surface of the north-south fifteen (15) foot public alley east of S. Dearborn Street in the rear of the premises known as Nos. 21-41 S. Dearborn Street, and the building or structure abutting said Subsurface Space being nineteen (19) stories in height. Said space above referred to shall have four (4) twenty-seven (27) inch coal hole openings with suitable covers on the surface of said vault and level with the pavement of the alley at said location; for a period of five (5) years from and after May 9, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$20,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Fifty and No/100 dollars (\$1,350.00) per annum, in advance, the first payment to be made as of May 9, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

*Grant to LaSalle National Bank, Trustee,
U/T No. 100560.*

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank as Trustee U/T No. 100560, upon the terms and subject to the conditions of this ordinance, to install, main-

tain, and use a steel exhaust duct, protruding from premises commonly known as No. 400 N. State Street, over the east-west public alley crossing N. State Street between W. Kinzie and W. Hubbard Streets. Said duct shall be circular in construction, with a diameter of twenty-six (26) inches, and shall commence its protrusion approximately fourteen (14) feet above the grade of said public alley, continuing up from that point along the side of No. 400 N. State Street to the roof line of same; total protrusion spanning approximately thirty eight (38) feet. Said exhaust duct shall continue to exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels,

vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$500,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to LaSalle National Bank, U/T No. 102594.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, U/T No. 102594, upon the terms and subject to the conditions of this ordinance, to maintain and operate as now constructed a railroad switch track on and across W. 18th Place from a point on the south

line thereof fifteen (15) feet east of the east line of S. Sangamon Street to a point on the north line thereof twenty-two (22) feet east of the east line of S. Sangamon Street; for a period of five (5) years from and after June 18, 1980.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of June 18, 1980 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structure and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance

or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel under and across N. Fairbanks Court at a point seventy (70) feet south of the south line of E. Chicago Avenue, said pedestrian tunnel not exceeding nine (9) feet ten (10) inches in width, outside measurements, and seven (7) feet in depth; for a period of five (5) years from and after June 28, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall

be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Twenty-four and no/100 dollars (\$424.00) per annum, in advance, the first payment to be made as of June 28, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of

permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Sheffield Foundry Company.

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

SECTION 1. Permission and authority are hereby given and granted to Sheffield Foundry Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and occupy a portion of the northerly-southerly eight-foot public alley west of N. Clybourn Avenue between the south line of W. Lakewood Avenue and the west line of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad, one hundred seventy-five (175) feet by eighteen (18) feet, a total of three thousand one hundred fifty (3,150) square feet, for a period of three (3) years from and after August 5, 1981.

Use of Land.

Grantee shall not use or suffer or permit any person to use the Land or any part thereof for any purpose other than parking. Grantee shall not put any improvements on the Land without the City of Chicago's written consent. All improvements so authorized by the City Council (including the preparation of the site for use as a parking lot) shall

be accomplished at the grantee's sole expense and grantee shall not permit any mechanic's or materialmen's liens to be perfected on the Land as a result of such improvements. Any and all maintenance, use or installation of temporary improvement will be subject to regulations set forth by the City of Chicago Municipal Code and the Chicago Zoning Ordinance as published in recent pamphlet forms.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Twenty-nine and no/100 dollars (\$429.00) per annum, in advance, the first payment to be made as of August 5, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the temporary removable structures, if any exist, or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. At all times during the term of this privilege, grantee shall at its own expense keep itself and its agents and employees and the City of Chicago insured against all statutory and Common Law liabilities for bodily injury, sickness, disease or death or for damage or injury to or destruction of property (including loss of use thereof) arising out of grantee's use of the Land. It shall be the responsibility of the grantee to furnish the City of

Chicago, prior to issuance of permit for this privilege, a copy of proof of Insurance (Certificate of Insurance) naming the City of Chicago as "Additional Insured" in an amount not less than \$500,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said Insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided however said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to John M. Smyth Company.

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

SECTION 1. Permission and authority are hereby given and granted to John M. Smyth Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use sub-surface space (vault) underneath the east sidewalk of N. Michigan Avenue adjacent to the premises known as Nos. 12-22 N. Michigan Avenue; said space to be one hundred forty-five (145) feet long, eleven (11) feet wide, or approximately 1,595 square feet to be used for storage; for a period of five (5) years from and after November 14, 1980.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Two Hundred Ninety-seven and no/100 dollars (\$2,297.00) per annum, in advance, the first payment to be made as of November 14, 1980 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as

Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steam tunnel, four (4) feet in width six (6) feet one (1) inch in height, inside dimensions, and one hundred eighty-six (186) feet in length, underneath the sidewalk on the west side of S. Ellis Avenue between E. 58th Street and E. 59th Street, used for the purpose of connecting the Argonne Cancer Research Hospital with the existing tunnel crossing S. Ellis Avenue; for a period of five (5) years from and after July 11, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago

determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of July 11, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to

expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Tishman, Speyer, Properties.

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

SECTION 1. Permission and authority are hereby given and granted to Tishman, Speyer, Properties, as agents for the owners of the 228 North LaSalle Street Building, upon the terms and subject to the conditions of this ordinance to construct, maintain, and use bay windows, over the public right-of-way of West Wacker Drive and Haddock Street, associated with the new addition to the existing building located at 228 North LaSalle Street. Said addition being immediately adjacent on the west to the 228 North LaSalle Building. Each bay window shall extend over the public right-of-way two (2) feet, nine (9) inches from the property line for a length of eleven (11) feet, six (6) inches, and a height of eleven (11) feet, eight (8) inches. Four (4) bay windows per level over Wacker Drive, and four (4) bay windows per level over Haddock Street, are to be constructed over the respective public right-of-way on each of twenty (20) floors of the new addition to the existing building located at 228 North LaSalle Street, commencing with the third floor, and continuing through the twenty-second floor, inclusive. The above privilege shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation (and the Commissioner of Inspectional Services). The grantee shall keep that portion of the public way over or under said privileges in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$20,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Six Hundred Forty-one and no/100 dollars (\$2,641.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that

the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

SECTION 8. At least six (6) months prior to the expiration of this ordinance, the grantee shall make application to the City of Chicago for the purpose of vacating that portion of the air space above the public right-of-way occupied by the Bay Windows covered by this ordinance. Grantee shall comply with all City of Chicago requirements associated with the vacation of said air space.

Amendment of Ordinance Granting Permission and Authority to C.S.C. Incorporated to Maintain and Use Water Pipe and Water Main in Public Way.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith (which was referred to the committee on May 29, 1981, C.J.P. p. 6268):

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

SECTION 1. That the ordinance passed by the City Council on July 8, 1980, Pages 3485-3486, granting permission to C.S.C. Incorporated, a Delaware Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a water pipe and water main under and across on the east side of N. Talman Avenue and vault in N. Talman Avenue, north of Lake Street; for a period of five (5) years from and after June 23, 1980, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"C.S.C. Incorporated", a Delaware Corporation and

inserting in lieu thereof:

"Joseph Giampa"

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Amendment of Ordinance Granting Permission and Authority to United Air Lines, Inc. to Maintain and Use Railroad Switch Track in Public Way.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith (which was referred to the committee on May 13, 1981, C.J.P. p. 6151):

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

SECTION 1. That the ordinance passed by the City Council on November 15, 1976, Page 3988, granting permission to United Air Lines, Inc., to maintain and use a railroad switch track be and the same is hereby amended by striking out of Section 1 and Section 2, as printed, the following:

"at street grade on and across S. Knox Avenue from a point on the east line thereof three hundred fifty (350) feet south of the south line of W. 59th Street to a point on the west line of S. Knox Avenue three hundred forty (340) feet south of the south line of W. 59th Street"

"the sum of Six Hundred and no/100 dollars (\$600.00) per annum"

and inserting in lieu thereof:

"the sum of Three Hundred and no/100 dollars (\$300.00) per annum"

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Amendment of Ordinance Granting Permission and Authority to Bethany Theological Seminary to Maintain and Use Conduit in Public Way.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith (which was referred to the committee on May 13, 1981, C.J.P. p. 6152):

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

SECTION 1. That the ordinance passed by the City Council on December 30, 1980, Pages 5162-5163, granting permission to Bethany Theological Seminary, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eighteen (18) inch tile conduit under and across S. Trumbull Avenue at a point twenty-four (24) feet south of the south line of W. Van Buren Street, said conduit contains pipes for the transmission of steam and electricity between the premises of the grantee situated on both sides of S. Trumbull Avenue at No. 410 S. Trumbull Avenue; for a period of five (5) years from and after August 9, 1980, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"Bethany Theological Seminary, a corporation"

and inserting in lieu thereof:

"Bethany Hospital, a corporation"

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Permission and Authority Granted to Joseph Giampa to Maintain and Use Canopies Over Public Right of Way.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981, C.J.P. p. 6268):

Ordered, That the City Comptroller is hereby authorized to issue a permit to Joseph Giampa to maintain and use two (2) existing canopies over the public right of way in North Talman Avenue attached to the building or structure located at No. 201 N. Talman Avenue for a period of three (3) years from and after December 13, 1980, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 49 feet and 37½ feet respectively in length, nor 12 feet and 12½ feet respectively in width: upon the filing of the Acceptance and Bond and payment of One Hundred

Thirty-seven and no/100 dollars (\$137.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone—47.

Nays—None.

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

Part of East-West Public Alley Vacated in Block Bounded by W. Bloomingdale, W. Wabansia and N. Keystone Aves. and N. Pulaski Road.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on December 12, 1980, C.J.P. p. 4555).

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16 foot public alley as dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 5247631, on August 18, 1913, being described as the south 16 feet of Lot 9 in Block 24 in

"Garfield" being a Subdivision of the S.E. ¼ of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the west 125 feet of the east-west 16 foot public alley in the block bounded by W. Bloomingdale Avenue, W. Wabansia Avenue, N. Keystone Avenue and N. Pulaski Road, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Mount Prospect State Bank, as Trustee, Trust No. 582, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eight Thousand Two Hundred and no/100 dollars (\$8,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago, a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in N. Keystone Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Mount Prospect State Bank, as Trustee, Trust No. 582, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

Ordinances Passed for Reconstruction of Sidewalks Financed Through Federal Community Block Grant Funds.

The Committee on Local Industries, Streets and Alleys to which had been referred (on June 10 and June 17, 1981) eleven proposed ordinances for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone—47.

Nays—None.

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

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

Reconstruction of Sidewalks on Portion of E. 87th St., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on East 87th Street from South Constance Avenue to South Dante Avenue, South Blackstone Avenue from the first alley North of East 87th Street to the first alley South of East 87th Street, South Harper Avenue from the first alley south of East 87th Street to East 87th Street, South Stony Island Avenue from the first alley North of East 87th Street to the first alley South of East 87th Street, South East End Avenue from the first alley North of East 87th Street to the first alley South of East 87th Street and South Cregier Avenue from East 86th Place to East 87th Place be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk and Textured Sidewalk.

SECTION 2. The Exposed Aggregate Sidewalk and Textured Sidewalk will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of E. 79th St., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalk along East 79th Street from South State Street to South Dr. Martin Luther King Drive, from South Drexel Avenue to South Ellis Avenue and from South Kimbark Avenue to South Blackstone Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk and trees with protective grates shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of S. Michigan Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the Sidewalks on South Michigan Avenue from East 111th Street to East 115th Street, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk, Benches and Trees with protective grates which will be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, benches and protective grates will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of S. Baltimore Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks along South Baltimore Avenue from East 132nd Street to East 134th Street, East 133rd Street from South Houston Avenue to South Brandon Avenue and East 134th Street from South Houston Avenue to South Brandon Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk along with trees with protective grates, benches and an area marker, shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, protective grates, benches and the area marker shall be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of S. Loomis St., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the Sidewalk on South Loomis Street from West 89th Street to West 90th Street be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk and Textured Sidewalk along with trees with protective grates shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates, will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of W. Chicago Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks along West Chicago Avenue from North Wood Street to North Noble Street and North Ashland Avenue from West Pearson Street to West Superior Street be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk, along with trees with protective grates shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates shall be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of W. Beach Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West Beach Avenue from North Ashland Avenue to North Wood Street; West Blackhawk Street from North Ashland Avenue to North Paulina Street; West Evergreen Avenue from North Bauwans Street to North Paulina Street; North Bauwans Street from North Ashland Avenue to West Blackhawk Street; North Dean Street from North Paulina Street to West Beach Avenue; and North Milwaukee Avenue from West Division Street to North Wolcott Avenue, be improved with 5-inch Portland Cement Concrete Sidewalks, Exposed Aggregate Sidewalk, Textured Sidewalk, Kiosks, benches, Decorative Street Lights, trees with protective grates and area markers shall be installed at various locations.

SECTION 2. That a plaza be constructed in North Mautene Court which has been closed to traffic by an Ordinance passed by the City Council on April 22, 1981. This plaza shall have varying levels and shall have 5-inch Portland Cement Concrete sidewalk, Exposed Aggregate sidewalk, Textured sidewalks, Decorative Street Lights, Flag Poles and concrete planter boxes with trees and shrubs.

SECTION 3. The Exposed Aggregate Sidewalk, Textured Sidewalk, Kiosks, benches, Decorative Street Lights, protective grates, area markers, flag poles and planter boxes will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of W. Lawrence Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West Lawrence Avenue from the North Branch of the Chicago River to North Central Park Avenue be improved with 5-inch Portland Cement Sidewalk, Textured Sidewalk along with trees with protective grates shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of W. Belmont Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West Belmont Avenue from North Halsted Street to North Racine Avenue be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk, along with trees with protective grates shall be installed at various locations.

SECTION 2. That the sidewalks on West Lawrence Avenue from the North Branch of the Chicago River to North Central Park Avenue be improved with 5-inch Portland Cement Sidewalk, Textured Sidewalk along with trees with protective grates shall be installed at various locations.

SECTION 3. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of N. Broadway, Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on North Broadway from West Lawrence Avenue to West Wilson Avenue, West Lawrence Avenue from North Magnolia Avenue to the Chicago Transit Authority right of way east of North Broadway, North Racine Avenue from West Lawrence Avenue to West Leland Avenue and West Wilson Avenue from North Racine

Avenue to North Sheridan Road, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk along with kiosks, benches, trees with protective grates and area markers shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, Kiosks, benches, protective grates and Area Markers will be the responsibility of the Department of Public Works.

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

Reconstruction of Sidewalks on Portion of W. Argyle St., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West Argyle Street from North Broadway to North Sheridan Road be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk along with trees with protective grates shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk and protective grates will be the responsibility of the Department of Public Works.

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

Establishment of Curb Cut at Entrance of Specified Building.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the establishment of a "Curb Cut" at the entrance to the apartment building located at E. 38th Street and S. King Drive on the northwest corner.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Authorization for Construction of Crosswalks on Portions of S. Lake Park Av.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 13, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the construction of crosswalks on—

S. Lake Park Avenue (both sides) at its intersection with E. 48th Street; (bus stop); and on S. Lake Park Avenue (both sides) at its intersection with E. 49th Street.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Authorization for Installation of Handrails at Specified Locations.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of handrails at the sloped crosswalk located in front of the Senior Citizen Housing at No. 9177 S. South Chicago Avenue and also at the sloped crosswalk located in front of the Jewel Food Store at No. 9178 S. South Chicago Avenue (for the benefit of the residents of the Senior Citizen Housing).

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone—47.

Nays—None.

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

Portion of E. 102nd St. Closed to Traffic.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on April 22, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to close to traffic E. 102nd Street from S. Avenue J to S. Ewing Avenue, during school hours on all school days, for the benefit of the students of St. Francis de Sales High School and Grammar School, No. 10155 S. Ewing Avenue.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Permission Granted to Capital Associates Development Corporation to Set Back Curb at Specified Location.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permit to Capital Associates Development Corporation, One Illinois Center, Chicago, to set back the curb at No. 1120 N. LaSalle Street, subject to approved plans. The adjoining property owner shall assume full responsibility for maintenance and snow removal.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Permission Granted to Ravenswood Hospital Medical Center to Construct Handicapped Accessibility Ramp at Specified Location.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on March 6, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Ravenswood Hospital Medical Center, No. 4550 N. Winchester Avenue, for construction of a temporary "Handicapped Accessibility Ramp" for three years on the public way at No. 4525 N. Ravenswood Avenue.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on June 10 and June 17, 1981) fourteen proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

The following are descriptive summaries of the said fourteen improvement ordinances as passed:

Alleys between E. 87th St., E. 88th St., S. Kenwood Av. and S. Kimbark Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 87th Street, E. 88th Street, S. Kenwood Avenue and S. Kimbark Avenue; also that part of the north-south roadway from a line parallel with and eighteen feet south of the north line of E. 88th Street to the north line of E. 88th Street; also that part of the east-west roadway from a line parallel with and eighteen feet east of the west line of S. Kenwood Avenue to the west line of S. Kenwood Avenue; also that part of the east-west roadway from a line parallel with and eighteen feet west of the east line of S. Kimbark Avenue to the east line of S. Kimbark Avenue.

Alleys between W. 126th St., W. 127th St., S. Harvard Av. and S. Stewart Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise im-

proving the roadways of the alleys between W. 126th Street, W. 127th Street, S. Harvard Avenue and S. Stewart Avenue; also that part of the north-south alley from a line parallel with and twenty feet north of the south line of W. 126th Street to the south line of W. 126th Street; also that part of the east-west alley from a line parallel with and eighteen feet east of the west line of S. Harvard Avenue to the west line of S. Harvard Avenue; also that part of the east-west alley from a line parallel with and eighteen feet west of the east line of S. Stewart Avenue to the east line of S. Stewart Avenue.

Alley between E. 92nd Pl., E. 93rd St., S. Crandon Av. and S. Luella Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 92nd Place, E. 93rd Street, S. Crandon Avenue and S. Luella Avenue; also that part of the roadway from a line parallel with and eleven feet east of the west line of S. Crandon Avenue to the west line of S. Crandon Avenue.

Alley between W. 43rd St., W. 44th St., S. Kilpatrick Av. and S. Keating Av.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 43rd Street, W. 44th Street, S. Kilpatrick Avenue and S. Keating Avenue.

North-South Alley in Block Bounded by W. 43rd St., W. 44th St., S. Knox Av. and S. Kilpatrick Av. Sewer Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the north-south alley from a line parallel with and two hundred sixty-four and fifty-four one hundredths feet north of the north line of W. 44th Street in the block bounded by W. 43rd Street, W. 44th Street, S. Knox Avenue and S. Kilpatrick Avenue.

Alley between W. 73rd St., W. 74th St., S. Bell Av. and S. Oakley Av.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 73rd Street, W. 74th Street, S. Bell Avenue and S. Oakley Avenue.

Alleys between W. 86th St., W. 87th St., S. Wood St. and S. Honore St., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 86th Street, W. 87th Street, S. Wood Street and S. Honore Street; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of W. 86th Street to the south line of W. 87th Street.

Alley between W. Cullerton St., W. 21st St., S. Karlov Av. and S. Keeler Av.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. Cullerton Street, W. 21st Street, S. Karlov Avenue and S. Keeler Avenue.

Alleys between W. 53rd St., S. Archer Av., S. Austin Av. and S. McVicker Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 53rd Street, S. Archer Avenue, S. Austin Avenue and S. McVicker Avenue; also that part of the roadway from a line parallel with and nine feet east of the west line of S. Austin Avenue to the west line of S. Austin Avenue.

Alley between W. 114th Pl., W. 115th Pl., S. Laflin St. and S. Ashland Av.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 114th Place, W. 115th Place, S. Laflin Street and S. Ashland Avenue.

Alley between W. 106th, W. 107th, S. Peoria and S. Sangamon Sts., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 106th, W. 107th, S. Peoria and S. Sangamon Streets; also that part of the alley from a line parallel with and twenty-five feet north of the south line of W. 106th Street to the south line of W. 106th Street; also that part of the alley from a line parallel with and twenty feet south of the north line of W. 107th Street to the north line of W. 107th Street.

Alleys between W. Addison St., W. Cornelia Av., N. Octavia Av. and N. Odell Av., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Addison Street, W. Cornelia Avenue, N. Octavia Avenue and N. Odell Avenue; also that part of the east-west alley from a line parallel with and fourteen feet west of the east line of N. Odell Avenue to the east line of N. Odell Avenue.

Alley between W. Loyola, W. Devon, N. Winchester and N. Damen Aves., Etc.—Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. Loyola, W. Devon, N. Winchester and N. Damen Avenues; also that part of the roadway from a line parallel with and eighteen feet north of the south line of W. Loyola Avenue to the south line of W. Loyola Avenue.

Alley between W. 77th St., W. 77th Pl., S. Lafayette Av. and S. Perry Av., Etc.—Grading, Paving and Improving.

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 77th Street, W. 77th Place, S. Lafayette Avenue and S.

Perry Avenue; also that part of the alley from a line parallel with and thirty-nine feet east of the west line of S. Lafayette Avenue to the west line of S. Lafayette Avenue.

Repeal of Ordinance for Grading, Paving and Improving of Specified Alley.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, recommended by the Board of Local Improvements (which was referred to the committee on May 29, 1981, C.J.P. p. 6179) to *repeal* the ordinance passed by the City Council on May 5, 1980, C.J.P. p. 3022, for grading, paving and otherwise improving the roadway of the alley between W. 45th Street, W. 45th Place, Chicago and Western Indiana Railroad and S. Normal Avenue.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

COMMITTEE ON LOCAL TRANSPORTATION.

Chicago Transit Authority Memorialized to Install Bus Passenger Shelters at Specified Locations.

The Committee on Local Transportation, to which had been referred (on June 10 and June 26, 1981) two proposed orders for installation of bus passenger shelters at specified locations, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

The following are said orders as passed (the Italic heading in each case not being a part of the order):

Bus Passenger Shelter at Southwest Corner of W. Archer and S. Narragansett Aves.

Ordered, That the Committee on Local Transportation is hereby authorized and directed to

memorialize the Chicago Transit Authority to erect a "Bus Passenger Shelter" on the southwest corner of W. Archer Avenue and S. Narragansett Avenue.

Bus Passenger Shelter at Southeast Corner of W. 55th St. and S. Racine Av.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the southeast corner of W. 55th Street and S. Racine Avenue for westbound traffic.

Establishment of Bus Stop on Portion of W. Goethe St.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981):

Ordered, That the Committee on Local Transportation is hereby authorized and directed to give consideration to the establishment of a "Bus Stop" along the south curb of West Goethe Street, from a point 30 feet west of the west building line of North State Street to the alley west thereof.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

Amendment of Ordinance for Establishment of Bus Stand on Portion of N. Dearborn St.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1981.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on July 17, 1981) amending an ordinance passed by the City Council on July 28, 1971, page 985 of the Journal of the Proceedings of said date, which established a bus stand on—

N. Dearborn Street (east side)	From a point 90 feet south of W. North Avenue to a point 125 feet south thereof (No Parking — Bus Stand — 8:00 A.M. to 4:00 P.M., except on Saturdays, Sundays and holidays),
-----------------------------------	--

by striking therefrom "125 feet" and inserting in lieu thereof "200 feet", begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) VITO MARZULLO,

Chairman.

On motion of Alderman Marzullo the proposed *amendatory* ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone—47.

Nays—None.

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

The following is said *amendatory* ordinance as passed:

Amend Ordinance Passed on July 28, 1971, establishing a "No Parking Bus Stand School Days 8:00 A.M. to 4:00 P.M., Monday thru Friday".

Striking

<i>Street</i>	<i>Limits</i>
N. Dearborn Parkway (east side)	From a point 90 feet south of W. North Boulevard to a point 125 feet south thereof.

And inserting in lieu thereof:

<i>Street</i>	<i>Limits</i>
N. Dearborn Parkway (east side)	From a point 90 feet south of W. North Boulevard to a point 200 feet south thereof.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

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 ORDINANCE TO ESTABLISH LOADING ZONE AT No. 5440 S. ASHLAND AV.

Alderman Burke (14th Ward) presented a proposed ordinance to establish a loading zone on S. Ashland Avenue (west side) at No. 5440 from 7:00 A.M. to 9:00 P.M.; 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:

Alderman	Street, Distance and Direction
Cullerton (38th Ward)	N. Pioneer Avenue between W. Berteau and W. Montrose Avenues—northerly;
Natarus (42nd Ward)	E. Oak Street from N. State Street to N. Michigan Avenue—easterly; N. Rush Street from E. Delaware Place to E. Cedar Street—northerly.

Public Way	Location and Distance
W. Taylor Street (both sides)	between S. Ashland Avenue and S. Morgan Street;
W. Harrison Street	between S. Morgan Street, W. Taylor Street and S. Ashland Avenue.

Referred—PROPOSED ORDERS TO INSTALL PARKING METERS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed orders for the installation of parking meters on specified public ways for the distances indicated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
Roti (1st Ward)	W. Cabrini Street (south side) at Nos. 1201 to 1231; W. Lexington Street (south side) at Nos. 1201 to 1320; S. Racine Avenue (west side) at Nos. 700 to 800;
Huels (11th Ward)	S. Emerald Avenue between W. 35th Street to the first alley north thereof; S. Racine Avenue between W. 35th Street to W. 34th Place.

Referred—PROPOSED ORDINANCE TO AMEND PARKING METER AREA "CERMAK-HARRISON-STATE-WABASH".

Alderman Roti (1st Ward) presented a proposed ordinance to amend parking meters in the area of S. State Street (west side) between 11th Street and Roosevelt Road (instead of State Street (west side) between W. Cermak Road and W. Harrison Street) and also S. State Street (both sides) between Roosevelt Road and 13th Street (instead of between E. Cermak Road and E. Harrison Street); which was *Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF N. DRAKE AV.

Alderman Carothers (28th Ward) presented a proposed ordinance to prohibit the parking of vehicles on N. Drake Avenue (west side) between W. Franklin Boulevard to W. Governors Parkway from 9:00 A.M. to 5:00 P.M. (Monday through Friday); which was *Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDERS TO DESIGNATE "RESIDENTIAL PARKING ONLY" AREAS.

Alderman Roti (1st Ward) presented two proposed orders to designate "Residential Parking Only" areas on the public ways, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

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 was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
Barnett (2nd Ward)	S. Wabash Avenue at No. 2624;
Shaw (9th Ward)	S. Wabash Avenue at No. 10620 (except for handicapped);
Burke (14th Ward)	W. 50th Street (south side) between S. Ashland to S. Marshfield Avenues;
Lipinski (23rd Ward)	S. Archer Avenue (east side) between S. Keeler to S. Kedvale Avenues;
	W. Archer Avenue (south side) between S. Austin to S. McVicker Avenues;
Natarus (42nd Ward)	N. Blackhawk Street (east side) at No. 927;
Oberman (43rd Ward)	N. Sheffield Avenue (west side) between W. Belden Avenue to a point 65 feet north thereof; N. Sheffield Avenue (west side) from W. Belden Avenue to a point 45 feet south thereof;
Merlo (44th Ward)	W. Melrose Street (south side) from N. Lake Shore Drive to a point 70 feet west thereof; W. Melrose Street (north side) between N. Lake Shore Drive to a point 150 feet west thereof;
Axelrod (46th Ward)	N. Lake Shore Drive (west side) from a point 120 feet south of W. Brompton Place to a point 40 feet south thereof.

Referred—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF N. DRAKE AV.

Alderman Carothers (28th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on N. Drake Avenue (west side) from W. Franklin Boulevard to W. Governors Parkway; which was *Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDINANCES TO IMPOSE SPEED LIMITS FOR VEHICLES ON SPECIFIED STREETS.

Alderman Shaw (9th Ward) presented two proposed ordinances to limit the speed of vehicles on E. 133rd Street between S. Martin Luther King Drive to S. Forrestville Avenue—15 miles per hour; and also E. 134th Street from S. Martin Luther King Drive to S. Forrestville Avenue—15 miles per hour; which was *Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

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

Alderman	Location and Type of Sign
Shaw (9th Ward)	E. 105th and S. State Streets—"Stop"; E. 113th Street and S. Langley Avenue—"Stop"; E. 122nd Street and S. Perry Avenue—"Stop"; E. 122nd Street and S. Yale Avenue—"Stop"; E. 133rd Street and S. Prairie Avenue—"Stop"; E. 134th Street and S. Calumet Avenue—"3-Way Stop";
Macrzyk (13th Ward)	S. Kostner Avenue and W. 64th Street—"Stop";
Lipinski (23rd Ward)	W. 58th Street and S. Mulligan Avenue—"All-Way Stop"; W. 61st Street and S. Natoma Avenue—"All-Way Stop"; W. 61st Street and S. Normandy Avenue—"All-Way Stop"; W. 61st Street and S. Mulligan Avenue—"All-Way Stop"; W. 62nd Street and S. Melvina Avenue—"All-Way Stop"; W. 62nd Street and S. Natoma Avenue—"All-Way Stop";
Marcin (35th Ward)	W. Belleplaine and N. Bernard Avenues—"Stop"; N. Kilpatrick and W. School Street—"4-Way Stop";
Farina (36th Ward)	W. Barry and N. Mason Avenues—"All-Way Stop";

Alderman	Location and Type of Sign
Cullerton (38th Ward)	N. Odell Avenue and W. Roscoe Street—"Stop";
Rittenberg (40th Ward)	W. Catalpa Avenue and N. Rockwell Street—"Stop"; W. Gregory and N. Rockwell Streets—"Stop"; N. Maplewood and W. Glenlake Avenues—"Stop";
Pucinski (41st Ward)	N. Oconto and N. Talcott Avenues—"No Right Turn"; N. Talcott and N. Oconto Avenues—"No Left Turn"; W. Thorndale and N. Oconto Avenues—"3-Way Stop";
Clewis (45th Ward)	N. Leamington and W. Berwyn Avenues—"Stop";
Schulter (47th Ward)	W. Cuyler and N. Hoyne Avenues—"Stop"; N. Oakley Avenue and W. Ainslie Street—"Stop".

Referred—PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF A "STOP" SIGN AT SPECIFIED INTERSECTION.

Alderman Lipinski (23rd Ward) presented a proposed order for a survey for the installation of a "Stop" sign at the intersection of W. 64th Place and S. Natchez Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF S. STATE ST.

Alderman Shaw (9th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on S. State Street from 103rd to 119th Streets; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

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

BY ALDERMAN VRDOLYAK (10TH WARD):

To classify as a R1 Single Family Residence District instead of a R3 General Residence District the area shown on Map No. 14-K bounded by

W. 60th Street; S. Knox Avenue; a line 119.02 feet south of and parallel to W. 60th Street; and the alley next west of and parallel to S. Knox Avenue.

BY ALDERMAN MADRZYK (13TH WARD):

To classify as a R1 Single Family Residence instead of a R4 General Residence District the area shown on Map Nos. 16-I and 16-J bounded by

W. Marquette Road; S. California Avenue; W. 71st Street; and S. Central Park Avenue (west side of Grand Trunk and Western Railroad).

BY ALDERMAN MARZULLO (25TH WARD):

To classify as a M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 4-I bounded by

W. 15th Street; S. Rockwell Street; W. 15th Place; a line 120.96 feet west of and parallel to S. Rockwell Street; the alley next north of and parallel to W. 15th Place; then a line 145.15 feet west of and parallel to S. Rockwell Street.

To classify as a M1-2 Restricted Manufacturing District instead of a R4 General Residence District the area shown on Map No. 4-I bounded by

W. 16th Street; a line 330 feet west of and parallel to S. Rockwell Street; the alley next south of and parallel to W. 16th Street; S. Rockwell Street; and W. 17th Street, etc.

BY ALDERMAN GABINSKI (32ND WARD):

To classify as an R4 General Residence District instead of a B1-2 Local Retail District the area shown on Map No. 3-H bounded by

W. LeMoyne Street; N. Leavitt Street, a line 25 feet south of W. LeMoyne Street; and the alley next west of N. Leavitt Street.

BY ALDERMAN RITTENBERG (40TH WARD):

To classify as an R3 General Residence District instead of an R1 Single Family Residence District the area shown on Map Nos. 13-H and 15-H the area bounded by

W. Peterson Avenue; the west line of the right of way of the Chicago and Northwestern Railroad; W. Bryn Mawr Avenue; N. Damen Avenue; N. Bowmanville Avenue; W. Balmoral Avenue or the center line extended where no street exists; and a line 125 feet east of and parallel to N. Western Avenue.

3. CLAIMS.

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

<i>Alderman</i>	<i>Claimant</i>
Evans (4th Ward)	William McDowell
Nardulli (26th Ward)	Frank Balrila
Kuta (31st Ward)	Standard Lumber Co.
Mell (33rd Ward)	Correct General Contractors and Jerry M. Kozlowski, Marie E. Grant
Laurino (39th Ward)	Louis Rosenthal
Natarus (42nd Ward)	Lee Kopsombut
Schulter (47th Ward)	Brandes Bros.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Number).

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 ORDINANCES FOR GRANTS OF
PRIVILEGES IN PUBLIC WAYS.

Four proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Chicago Board of Trade, to install, maintain and use two low voltage electrical conduits under and across S. Sherman Street for the purpose of housing telecommunication wires between Nos. 141 and 175 W. Jackson Boulevard;

First Chicago Building Corporation, to maintain and use as now constructed, a passageway and stairway under sub-sidewalk area in S. Dearborn Street located south of the building commonly known as One First National Plaza (No. 38 S. Dearborn Street) to be used for the purpose of connecting certain space;

Illinois Bell Telephone Company, to maintain and use as now constructed, a steam system consisting of a steam supply pipe with a steam return pipe under and across the north-south public alley between S. Federal and S. Clark Streets, north of W. Harrison Street, etc.;

Illinois Bell Telephone Company, to maintain and use as now constructed, a one-story covered bridge over and across the north-south public alley between S. Clark and S. Federal Streets, north of W. Harrison Street, which is to be used for the purpose of connecting certain buildings at the seventh floor.

Referred—PROPOSED ORDER FOR PERMISSION TO CLOSE TO
TRAFFIC PORTION OF S. WENTWORTH AV.

Also a proposed order to grant permission to the Chinese Dragon's Athletic Association, No. 220 W. 25th Place, to close to traffic S. Wentworth Avenue between W. Cermak Road and S. Archer Avenue for the period August 4-10, 1981 in conjunction with the Chinatown August Moon Festival.—*Referred to the Committee on Traffic Control and Safety*.

Referred—PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Palmer House Company, to maintain and use three existing canopies at No. 119 S. State Street, Nos. 19-25 E. Monroe Street and Nos. 114-132 S. Wabash Avenue;

Randolph Flower Shop Inc., to maintain and use an existing canopy at No. 65 E. Randolph Street;

Sears, Roebuck and Company, to maintain and use an existing canopy at Nos. 1-7 E. Van Buren Street.

Presented by
ALDERMAN BARNETT (2nd Ward):

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

A proposed ordinance for permission and authority to Michael Reese Hospital and Medical Center, to install, maintain and use three manholes at the intersection of E. 30th Street and S. Vernon Avenue, etc. for the purpose of providing sewer sampling and flow measuring.—*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by
ALDERMAN KENNER (3rd Ward):

**Drafting of Ordinance for Opening and Widening of
Specified Public Alleys.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the opening and widening for an east-west 20-foot pub-

11c alley in the block bounded by W. Englewood Avenue, W. 63rd Street, S. Normal Avenue and S. Stewart Avenue and widening of the existing east-west 16-foot public alley in the block bounded by W. Englewood Avenue, W. 63rd Street, S. Wallace Avenue and S. Normal Avenue for the Department of Housing (No. 16-3-81-714); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kenner the foregoing proposed order was *Passed*.

Presented by
ALDERMAN EVANS (4th Ward):

Drafting of Ordinance for Vacation of Specified Public Alley, Etc.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 156.63 feet of the easterly-westerly 16-foot public alley and providing for the dedication of a northwesterly-southeasterly 20-foot public alley running northwesterly to E. 46th Street from the easterly-westerly 16-foot public alley and being 195.2 feet east of the east line of S. Woodlawn Avenue, as measured along the south line of E. 46th Street, all in the block bounded by E. 46th Street, E. 47th Street, S. Woodlawn Avenue and S. Lake Park Avenue for Honorable Elijah Muhammad Foundation (No. 2-4-81-733); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Evans the foregoing proposed order was *Passed*.

Presented by
ALDERMAN HUMES (8th Ward):

Referred—PROPOSED RESOLUTION URGING U.S. CONGRESS TO ENACT HOUSE BILL NO. 3112 AND SENATE BILL NO. 895.

A proposed resolution urging the Congress of the United States to enact House of Representatives Bill No. 3112 and Senate Bill 895.—*Referred to the Committee on Intergovernmental Relations.*

Presented by
ALDERMAN HUELS (11th Ward):

Referred—PROPOSED ORDER FOR PERMITS TO CONDUCT CARNIVAL AND LATIN FESTIVAL.

A proposed order for issuance of permits to Immaculate Heart of Mary Church, No. 4501 S. Ashland Avenue, to conduct a carnival and Latin Festival on W. 45th Street from S. Ashland to S. Justine Avenues for the period July 22-August 3, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN HUELS (11th Ward) and OTHERS:

Referred—PROPOSED ORDINANCE TO AMEND CHAPTER 104, SECTIONS 104.1-14 AND 104.2-9 OF MUNICIPAL CODE CONCERNING AUTOMATIC AMUSEMENT DEVICES.

A proposed ordinance, presented by Aldermen Huels, Bertrand, Humes, Brady, Streeter, Kellam, Sheahan, Lipinski, Marzullo, Davis, Hagopian, Kuta, Mell, Marcin, Cullerton, Laurino, Pucinski, Oberman, Clewis, Axelrod, Schuller, Volini and Orr, to amend Chapter 104, Sections 104.1-14 and 104.2-9 of the Municipal Code of the City of Chicago limiting the use of automatic amusement devices.—*Referred to the Committee on License.*

Presented for
ALDERMAN MAJERCZYK (12th Ward):

Referred—PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK SALE.

A proposed order, presented by Alderman Madrzyk, for issuance of the necessary permits to Rigan's Department Store, Nos. 5215-5217 S. Kedzie Avenue, to conduct a sidewalk sale on S. Kedzie Avenue from Nos. 5215-5217 for the period July 10-11, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN BURKE (14th Ward):

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to the Back of the Yards Businessmen's Association, No. 1715 W. 47th Street, for the conduct of a sidewalk sale on both sides of S. Ashland Avenue between W. 45th and W. 52nd Streets, etc. for the period of July 23-25, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN BRADY (15th Ward) and OTHERS:

Referred—PROPOSED RESOLUTION URGING IMMEDIATE ADOPTION OF HOUSE RESOLUTION NO. 158 BY U.S. HOUSE OF REPRESENTATIVES.

A proposed resolution, presented by Aldermen Brady, Shaw, Huels, Madrzyk, Burke, Kellam, Sheahan, Lipinski, Casey, Rittenberg, Pucinski, Volini and Stone, urging immediate adoption of House Resolution No. 158 by the U.S. House of Representatives.—*Referred to the Committee on Intergovernmental Relations.*

Presented by
ALDERMAN STREETER (17th Ward):

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Frank's Department Store, Nos. 813-825 W. 79th Street, to conduct a sidewalk sale for the period of July 23-25, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by**ALDERMAN KELLAM (18th Ward) and OTHERS:****Saturday July 25, 1981 Declared "Irish Freedom Day in Chicago".**

A proposed resolution presented by Aldermen Kellam, Huels, Burke, Brady, Sheahan, Stemberk, Casey, Cullerton and Pucinski, reading as follows:

WHEREAS, Men and women of Irish birth and Irish descent were greatly involved in our War of Independence from England 205 years ago this month; and

WHEREAS, Irish-American soldiers have fought and died for the United States in every war since then; and

WHEREAS, Irish-Americans have served the City of Chicago as Mayors, Aldermen, Policemen, Firemen and every other elective position; and

WHEREAS, The people of Ireland, England's last colony, desire the same freedom from tyranny that our forefathers won as England's first colony to fight for independence; and

WHEREAS, Six young men have died on hunger strike pursuing a united Ireland; and

WHEREAS, The United Irish and American Society is holding a rally in the Daley Plaza on Saturday, July 25, 1981, seeking American mediation of the troubled situation; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago in a meeting assembled this 20th day of July, 1981, declare Saturday, July 25, 1981, Irish Freedom Day in Chicago.

Alderman Kellam 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 Kellam the foregoing proposed resolution was *Adopted*.

Presented by**ALDERMAN KELLEY (20th Ward):**

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to the Greater Faith Evangelistic Church, No. 624 E. 63rd Street, to conduct a sidewalk sale on Saturday, July 25, 1981.—*Referred to the Committee on Traffic Control and Safety*.

Presented by**ALDERMAN LIPINSKI (23rd Ward):**

Congratulations Extended to Mr. and Mrs. Nick Cavotos on their 40th Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Nick and Rose Cavotos have recently celebrated their Fortieth Wedding Anniversary; and

WHEREAS, Nick and Rose Cavotos have been outstanding citizens of Chicago's great Southwest Side for the past 26 years and have a model family: two children and four grandchildren; and

WHEREAS, The Cavotos comprise the type of citizenship and family life of which our great City is so proud; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of July, 1981, do hereby offer our heartiest congratulations to Mr. and Mrs. Nick Cavotos on the occasion of their 40th Wedding Anniversary, as well as our best wishes for a bright, happy and prosperous future.

Alderman Lipinski 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 Lipinski the foregoing proposed resolution was *Adopted*.

Referred—PROPOSED ORDINANCE FOR APPROVAL OF PLAT OF SUBDIVISION.

Also a proposed ordinance to direct the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a Plat of Subdivision "Jarmola's Subdivision" located on the east side of S. Normandy Avenue, 240.3 feet south of W. 58th Street, etc.—*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to the Clearing Shop, No. 5617 W. 63rd Street, to conduct a sidewalk sale on both sides of W. 63rd Street between S. Central and S. Major Avenues on Saturday, July 25, 1981.—*Referred to the Committee on Traffic Control and Safety*.

Presented by**ALDERMAN SHUMPERT (24th Ward):**

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Sears, Roebuck and Company to maintain and use an existing canopy attached to the building or structure located at No. 1012 S. Spaulding Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by**ALDERMAN RAY (27th Ward):**

Referred—PROPOSED ORDER FOR PERMITS TO CONDUCT BAZAAR.

A proposed order for issuance of permits to Mt. Ridge Baptist Church, No. 2658 W. Jackson Boulevard to conduct a Bazaar on S. Washtenaw Avenue from W. Jackson Boulevard to W. Adams Street, on Saturday, July 18, 1981, from 9:30 A.M. to 5:00 P.M.—*Referred to the Committee on Traffic Control and Safety*.

Presented by**ALDERMAN CAROTHERS (28th Ward):**

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Cascade Bowling Center, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 3825 W. Madison Street.—*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by
ALDERMAN DAVIS (29th Ward):

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Sears, Roebuck and Company to maintain and use an existing canopy attached to the building or structure located at No. 3401 W. Arthington Street.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN HAGOPIAN (30th Ward):

Referred—PROPOSED ORDINANCE TO REPEAL CERTAIN GRANTS OF PRIVILEGES IN PUBLIC WAYS, ETC.

A proposed ordinance to repeal the permission and authority previously granted to Central Soya Company Inc. to maintain and use certain privileges, etc., which was *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Ordinance passed July 15, 1969, CJP pp. 5855-5856 for use of a switch track: repealed as of February 11, 1981;

Ordinance passed September 19, 1974, CJP p. 8900 for use of a switch track: repealed as of February 11, 1981;

Ordinance passed December 8, 1977, CJP pp. 6470-6501 for use of a water main: repealed as of December 30, 1980;

Ordinance passed January 21, 1980, CJP p. 2246 for use of a bridge: repealed as of December 30, 1980.

Presented by
ALDERMAN KUTA (31st Ward):

Referred—PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK SALE.

A proposed order for issuance of permits to the North Pulaski Retail Association to conduct a sidewalk sale on W. North Avenue on July 18, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN GABINSKI (32nd Ward):

Referred—PROPOSED ORDERS TO CONDUCT CARNIVAL AND SIDEWALK SALE.

Two proposed orders to conduct carnival and sidewalk sale which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Franklin Delano Roosevelt Post, Inc. (No. 923 American Legion), No. 1824 W. Cortland Street, be provided with permit necessary to conduct a street carnival on N. Honore Street for the period of August 5-10, 1981;—

Adam's Pharmacy, No. 2252 N. Western Avenue, be granted permission to conduct a sidewalk sale on August 1, 1981.

Presented by
ALDERMAN MELL (33rd Ward):

Referred—PROPOSED ORDERS FOR PERMITS TO CONDUCT SIDEWALK SALES.

Two proposed orders for the issuance of permits to the Boston Department Store, c/o Morris Friedman, No. 2010 N. Milwaukee Avenue to conduct two sidewalk sales in front of No. 2010 N. Milwaukee Avenue for the periods of July 10-12 and July 17-19, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN MARCIN (35th Ward):

Referred—PROPOSED ORDINANCE TO AMEND CHAPTER 27, SECTION 27-308 (A) OF MUNICIPAL CODE CONCERNING PARKING OF DESIGNATED VEHICLES.

A proposed ordinance to amend Chapter 27, Section 27-308(a) of the Municipal Code of the City of Chicago concerning the parking of certain vehicles displaying City handicapped placard.—*Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDER TO GRANT PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Milwaukee-Diversey Chamber of Commerce, c/o C. Bernie Hoffman, No. 2958 N. Milwaukee Avenue, for the conduct of a sidewalk sale on N. Milwaukee Avenue for the period of July 30-August 1, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN FARINA (36th Ward):

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Bruce and Ken's Pharmacy, c/o Ralph Herbst, No. 2859 N. Harlem Avenue, for the conduct of a sidewalk sale on W. George Street between N. Harlem Avenue and the first alley east thereof on Saturday, August 1, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN CULLERTON (38th Ward):

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Bruce and Ken's Pharmacy, c/o John Krock, No. 6001 W. Irving Park Road, for the conduct of a sidewalk sale on August 15, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN LAURINO (39th Ward):

Referred—PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF SPECIFIED ALLEY.

A proposed order to close to traffic the east-west alley at N. Kostner and W. Thorndale Avenues in proximity to Sauganash Park.—*Referred to the Committee on Local Industries, Streets and Alleys.*

**Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.**

Also a proposed order to grant permission to The Albany Park Chamber of Commerce, No. 3440 W. Lawrence Avenue, for the conduct of a sidewalk sale on both sides of W. Lawrence Avenue between the Chicago River and N. Elston Avenue, etc. for the period August 6-9, 1981.—*Referred to the Committee on Traffic Control and Safety.*

**Presented by
ALDERMAN PUCINSKI (41st Ward):**

**Referred—PROPOSED ORDINANCE FOR APPROVAL OF
PLAT OF DEDICATION.**

A proposed ordinance to direct the Superintendent of Maps to approve a plat of dedication being the South half of W. Catherine Avenue lying between a line west of N. Delphia Avenue and a line west thereof, etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by
ALDERMAN NATARUS (42nd Ward) and Others:**

**Chicago Housing Authority Memorialized to Implement
Security Program for Senior Citizen Buildings.**

A proposed resolution, presented by Aldermen Natarus, Humes, Shaw, Farina, Merlo and Stone, reading as follows:

WHEREAS, Crime against senior citizens has reached crisis proportions in Chicago; and

WHEREAS, Crime against senior citizens in Chicago Housing Authority (CHA) senior citizen buildings has increased dramatically in recent months; and

WHEREAS, Over 19,000 senior citizens reside in CHA senior buildings; and

WHEREAS, Many seniors are victims of purse snatchings on neighborhood streets; and

WHEREAS, These purse snatchings have provided criminals with keys that are used to gain entry to senior buildings; and

WHEREAS, Still other criminals pose as delivery people, security guards, or police personnel, to fraudulently enter a CHA senior building; and

WHEREAS, Senior citizens in CHA senior buildings have been the victims of robberies, muggings, and violent attacks in their building and in their own apartment; and

WHEREAS, No adequate method of security currently exists to prevent such acts from occurring; and

WHEREAS, Security methods such as closed circuit television surveillance, civilian security personnel, and police guards may be employed to reduce crime against seniors in CHA senior buildings; and

WHEREAS, An immediate remedy to the problem of senior crime in CHA senior buildings must be implemented to enable senior citizens to enjoy the safety and security that they have a right to expect in their own homes; now, therefore,

Be It Resolved, That the Chicago Housing Authority be memorialized to implement a security program in its senior citizen buildings that will reduce crime against seniors, and provide a more safe and secure environment for the senior citizens who reside in these buildings; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Housing Authority.

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

On motion of Alderman Natarus the foregoing proposed resolution was *Adopted*.

**Referred—PROPOSED ORDINANCE TO ESTABLISH
TAXICAB STAND.**

Also a proposed ordinance to establish Taxicab Stand No. 520 along the north curb on E. Erie Street from a point 135 feet west of the west building line of N. Lake Shore Drive to a point 100 feet west thereof for five vehicles.—*Referred to the Committee on Local Transportation.*

**Referred—PROPOSED ORDER FOR PERMIT TO INSTALL
PLANTERS AT NO. 541 N. FAIRBANKS CT.**

Also a proposed order to issue the necessary permit to the Harry Weese Association for the installation of planters in front of the Time and Life Building, at No. 541 N. Fairbanks Court.—*Referred to the Committee on Local Industries, Streets and Alleys.*

**Referred—PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.**

Also five 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:

Berger Realty Group Management, to maintain and use an existing canopy at No. 1100 N. Dearborn Street;

Delaware Towers Inc., to maintain and use an existing canopy at No. 25 E. Delaware Place;

LaSalle National Bank, as Trustee U/T No. 53277, to maintain and use an existing canopy at No. 871 N. Rush Street;

Morton Group, to construct, maintain and use a canopy at No. 1050 N. State Street;

San Francisco Associates Partnership, to construct, maintain and use two canopies at Nos. 409 N. State Street and 4 W. Illinois Street.

**Presented by
ALDERMAN OBERMAN (43rd Ward):**

**Drafting of Ordinance Directed for Vacation of
Specified Public Alley.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the remaining east-west 10-foot public alley together with the south 140 feet of the north-south 18-foot public alley and providing for the opening of an east-west 20-foot public alley running east to N. Halsted Street from the north terminus of that part of the north-south alley to be vacated in the block bounded by W. Willow Street, W. North Avenue, N. Dayton Street and N. Halsted Street; also, providing for the opening of an area 45 feet by 32 feet as additional right of way along the west side of N. Dayton Street and south of the south line of the northwesterly-southeasterly 21-foot public alley northeasterly of N. Clybourn Avenue for

the Department of Housing (No. 32-43-81-728); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Oberman the foregoing proposed order was *Passed*.

Referred—PROPOSED ORDERS FOR PERMISSION TO CONDUCT VARIOUS FAIRS.

Also two proposed orders to grant permission to conduct various fairs, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Cafe Bernard, No. 2100 N. Halsted Street, to conduct an Annual Bastille Day Fair on W. Dickens Avenue from N. Halsted Street to the first alley west thereof on July 11, 1981;

Photo Works, No. 2848 N. Clark Street, to conduct a Photo Art Fair in the east-west alley adjacent to No. 2848 N. Clark Street, between N. Clark and N. Orchard Streets for the period August 29-30, 1981.

**Presented by
ALDERMAN AXELROD (46th Ward):**

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to 3500 North Lake Shore Drive Cooperative Apartments, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 3560 N. Lake Shore Drive.—*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by
ALDERMAN SCHULTER (47th Ward):**

August 2, 1981 Declared "Society of Danube Swabians Day".

A proposed resolution reading as follows:

WHEREAS, The Society of Danube Swabians, Inc., is organized for the maintenance of cultural traits and the promotion of social, economic and citizenship activities; and

WHEREAS, The Society of Danube Swabians has a membership of more than 5,000 in the Chicago Metropolitan Area whose origins are the countries of southeastern Europe; and

WHEREAS, Having established their homes in Chicago, these citizens are dedicated to community welfare and civic activity while valuing the tradition, music, song, games and sports of the mother countries; and

WHEREAS, Members of the society will gather at the American Aid Society Old Peoples' Home at Lake Villa, Illinois, August 2, 1981, to spend the day in friendly enjoyment; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of July, 1981, do hereby declare August 2, 1981, as Society of Danube Swabians Day, and urge all citizens to take cognizance of the special events arranged for this great time.

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

On motion of Alderman Schuler the foregoing proposed resolution was *Adopted*.

Referred—PROPOSED ORDER FOR PERMITS TO CONDUCT ART FAIR.

Also a proposed order for issuance of the necessary permits to the Bank of Ravenswood, No. 1825 W. Lawrence Avenue, to conduct an art fair on both sides of N. Wolcott Avenue from W. Lawrence Avenue to the end of the bank parking lot (south) on Sunday, September 6, 1981.—*Referred to the Committee on Traffic Control and Safety.*

**Presented by
ALDERWOMAN VOLINI (48th Ward):**

Officers John Hickey and William Schober Commended for Responsiveness to Citizen Safety Concerns.

A proposed resolution reading as follows:

WHEREAS, Residents of the Uptown community serve as the eyes and ears of local law enforcement officers; and

WHEREAS, Uptown residents, through citizen-watch programs, monitor neighborhood streets for incidents of crime, and report such incidents to police for swift action; and

WHEREAS, On May 21, 1981, Uptown residents reported the sighting of a man with a sawed-off shotgun on a neighborhood street; and

WHEREAS, Officers John Hickey and William Schober, of the 20th District Tactical Unit, responded to the call, and contacted eyewitnesses to obtain information about the suspect; and

WHEREAS, Officers Hickey and Schober carefully searched the area, and captured the suspect, and recovered the shotgun and other weapons in the suspect's possession; and

WHEREAS, Said suspect was a local gang member, and could have intimidated neighborhood residents from identifying him as a suspect and testifying against him in court; and

WHEREAS, Following the arrest of said suspect, Officers Hickey and Schober contacted the eyewitnesses to thank them for their assistance, and to encourage them to appear in court as eyewitnesses to the crime; and

WHEREAS, Officers Hickey and Schober showed unusual concern for the safety of the eyewitnesses, and for the people of the immediate neighborhood; now, therefore,

Be It Resolved, That Officers John Hickey and William Schober be commended for their devotion to duty and their responsiveness to citizen safety concerns; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officers John Hickey and William Schober.

Alderman Volini 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 Volini the foregoing proposed resolution was *Adopted*.

**Presented by
ALDERMAN ORR (49th Ward):**

***Referred*—PROPOSED ORDERS FOR PERMISSION TO CONDUCT
SIDEWALK SALES.**

Also two proposed orders to grant permission to conduct sidewalk sales, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Food-for-People, c/o Glenn Kadish, No. 1768 W. Greenleaf Avenue, to conduct a sidewalk sale on both sides of W. Greenleaf Avenue between N. Clark Street and the Northwestern railroad tracks on Saturday, September 19, 1981;

Howard District Chamber of Commerce, c/o Winfred Hensch, No. 1737 W. Howard Street, to conduct a sidewalk sale on both sides of W. Howard Street between N. Clark Street and Lake Michigan for the period July 30-August 1, 1981.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR
COLLECTION, AND WATER RATE EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits to Churches, Etc.:

BY ALDERMAN CULLERTON (38TH WARD):
North Center for Handicapped Children, No. 5104 W. Belmont Avenue—construction of a storage shed.

***License Fee Exemptions for Homes, Hospitals,
Day Care Centers, Etc.:***

BY ALDERMAN SCHULTER (47TH WARD):
Ravenswood Baptist Church Day Care Center, No. 4437 N. Seeley Avenue.

BY ALDERMAN STONE (50TH WARD):
Jewish Peoples Convalescent Home, No. 6512 N. California Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BARNETT (2ND WARD):
Chicago Youth Center, No. 611 W. Adams Street—mechanical ventilation inspection.

BY ALDERMAN BLOOM (5TH WARD):
Lutheran School of Theology, No. 1100 E. 55th Street—elevator inspection.
The Church Home, No. 5445 S. Ingleside Avenue—elevator inspection.
University of Chicago, various locations—building and elevator inspections.

BY ALDERMAN HUELS (11TH WARD):
Guardian Angel Day Nursery, No. 4600 S. McDowell Avenue—elevator inspection.

BY ALDERMAN KELLEY (20TH WARD):
Home for the Aged Jews, No. 6140 S. Drexel Avenue—elevator inspection.

BY ALDERMAN SHUMPERT (24TH WARD):
Chicago Youth Centers (A.B.C. Youth Center), No. 3415 W. 13th Place—mechanical ventilation inspection.

BY ALDERMAN MARZULLO (25TH WARD):
St. Anthony Hospital, No. 2875 W. 19th Street—mechanical ventilation inspection.

BY ALDERMAN NARDULLI (26TH WARD):
St. Mary of Nazareth Hospital Center, No. 2233 W. Division Street—internal inspection.

BY ALDERMAN HAGOPIAN (30TH WARD):
St. Joseph Home of Chicago, Inc., No. 2650 N. Ridgeway Avenue—elevator inspection.

St. Stephan's United Church of Christ, No. 1657 N. Karlov Avenue—boiler and fuel burning inspection.

BY ALDERMAN GABINSKI (32ND WARD):
St. Elizabeth Hospital, No. 1431 N. Claremont Avenue—refrigeration inspection.

BY ALDERMAN RITTENBERG (40TH WARD):
Edgewater Hospital, No. 5700 N. Ashland Avenue—building and tunnel inspections.

BY ALDERMAN OBERMAN (43RD WARD):
Moody Church, No. 1609 N. LaSalle Street—refrigeration inspection.
St. Joseph's Hospital, No. 2900 N. Lake Shore Drive—elevator inspections.

BY ALDERMAN MERLO (44TH WARD):
Society of Helpers, No. 303 W. Barry Avenue—elevator inspection.

BY ALDERMAN CLEWIS (45TH WARD):
Daughters of St. Mary, No. 4200 N. Austin Avenue—elevator inspection.

BY ALDERMAN AXELROD (46TH WARD):
Anshe Emet Synagogue, No. 701 W. Grace Street—elevator inspection.
Sheridan Rehab, No. 4348 Broadway—refrigeration inspection.
Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive—parking sign maintenance and surcharge fees.

BY ALDERWOMAN VOLINI (48TH WARD):
Self-Help Home for the Aged, Inc., No. 908 W. Argyle Street—elevator inspection.
Louis A. Weiss Hospital, No. 4600 N. Clarendon Avenue—elevator inspection.

BY ALDERMAN STONE (50TH WARD):
Chicago Services, No. 4001 W. Devon Avenue—boiler/fuel burning equipment, driveway and mechanical ventilation inspections.
Ner Tamid Congregation of Northtown, No. 2754 W. Rosemont Avenue—boiler and fuel burning equipment inspection.

***Cancellation of Existing Water Rates and
for Exemption from Future Rates:***

BY ALDERMAN MARZULLO (25TH WARD):
St. Anthony Hospital, No. 2875 W. 19th Street.

BY ALDERMAN LAURINO (39TH WARD):
Telshe Yeshiva-Chicago, No. 3535 W. Foster Avenue.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (June 26, 1981).

Alderman Vrdolyak moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on June 26, 1981 as follows:

Page 6461—left-hand column—by deleting the number "4" appearing in the thirtieth line from the top of the page and inserting the number "8" in lieu thereof.

The motion *Prevailed*.

JOURNAL (July 1, 1981).

Alderman Vrdolyak moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on July 1, 1981 as follows:

Page 6486—right-hand column—by inserting the language "approximately 20 feet south of present location"—in the fourteenth line from the top of the page immediately after the word Avenue;

Page 6509—right-hand column—by deleting the words "R2 Single Family Residence" appearing in the twelfth line from the top of the page and inserting the words "C1-2 Restricted Commercial" in lieu thereof.

The motion *Prevailed*.

JOURNAL (July 16, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the Recessed Session held on Thursday, July 16, 1981, at 11:00 A.M. (of the regular meeting scheduled at 10:00 A.M., Tuesday, July 14, 1981), signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct* the said printed Official Journal as follows:

Page 6539—right-hand column—by deleting the words "issuance of General Obligation Notes Series of August, 1981, to provide for the operation and maintenance of public transportation services" appearing in the second, third and fourth lines from the top of the page and inserting the words "increase in the Cigarette Tax," in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Vrdolyak moved to *Approve* said printed Official Journal *as Corrected*, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Chicago Zoning Ordinance Amended to Reclassify Area Shown on Map No. 9-F.

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of June 26, 1981, page 6436, 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 Vrdolyak the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone—47.

Nays—None.

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

The following is said ordinance as passed:

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 R7 General Residence District symbols and indications as shown on Map No. 9-F in the area bounded by

W. Waveland Avenue; N. Lake Shore Drive; a line 280.92 feet south of W. Waveland Avenue; a line 325.14 feet west of N. Lake Shore Drive; a line 260.92 feet south of W. Waveland Avenue; a line 400.14 feet west of N. Lake Shore Drive; a line 210.49 feet south of W. Waveland Avenue; and N. Pine Grove Avenue

to the designation of a Residential-Business Planned Development, which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 6674 to 6679 of this Journal]

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

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential-Business Planned Development" is owned or controlled by Development Management Group, Inc., a Delaware corporation.
2. The Applicant or its successors, assignees or grantees shall obtain all official reviews, approvals, licenses and permits.
3. The following shall be permitted within the area delineated herein as "Residential-Business Planned Development": Office, Business, Commercial, Residential and Related Uses, including swimming pool and related recreational facilities.
4. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
5. Any dedication or vacation of streets and alleys or easements or grants of privilege or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
6. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 14 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated herein as "Residential-Business Planned Development" subject to the review and approval of the Department of Buildings and the Department of Planning. No advertising signs shall be permitted.

APPLICANT: DEVELOPMENT MANAGEMENT GROUP, INC.

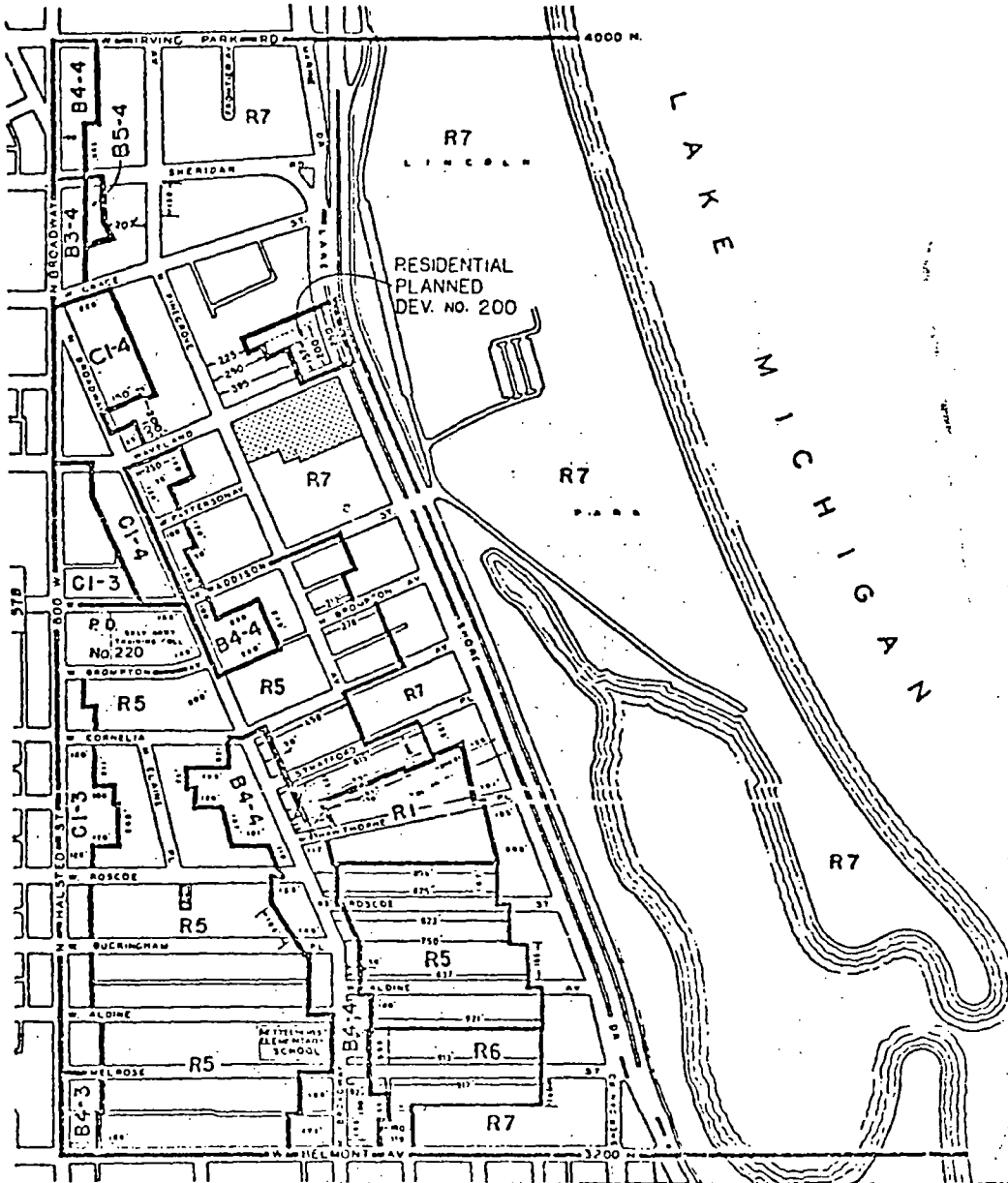
DATE: April 20, 1981

8. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter; and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
9. The information in the table attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Residential-Business Planned Development" and stipulates the land use and development controls applicable to the site.
10. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: DEVELOPMENT MANAGEMENT GROUP, INC.

DATE: April 20, 1981

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

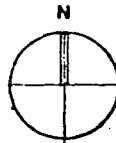


RESIDENTIAL-BUSINESS
PLANNED DEVELOPMENT



ZONING DISTRICT

APPLICANT: DEVELOPMENT MANAGEMENT GROUP, INC.
ADDRESS: 3660 North Lake Shore Drive



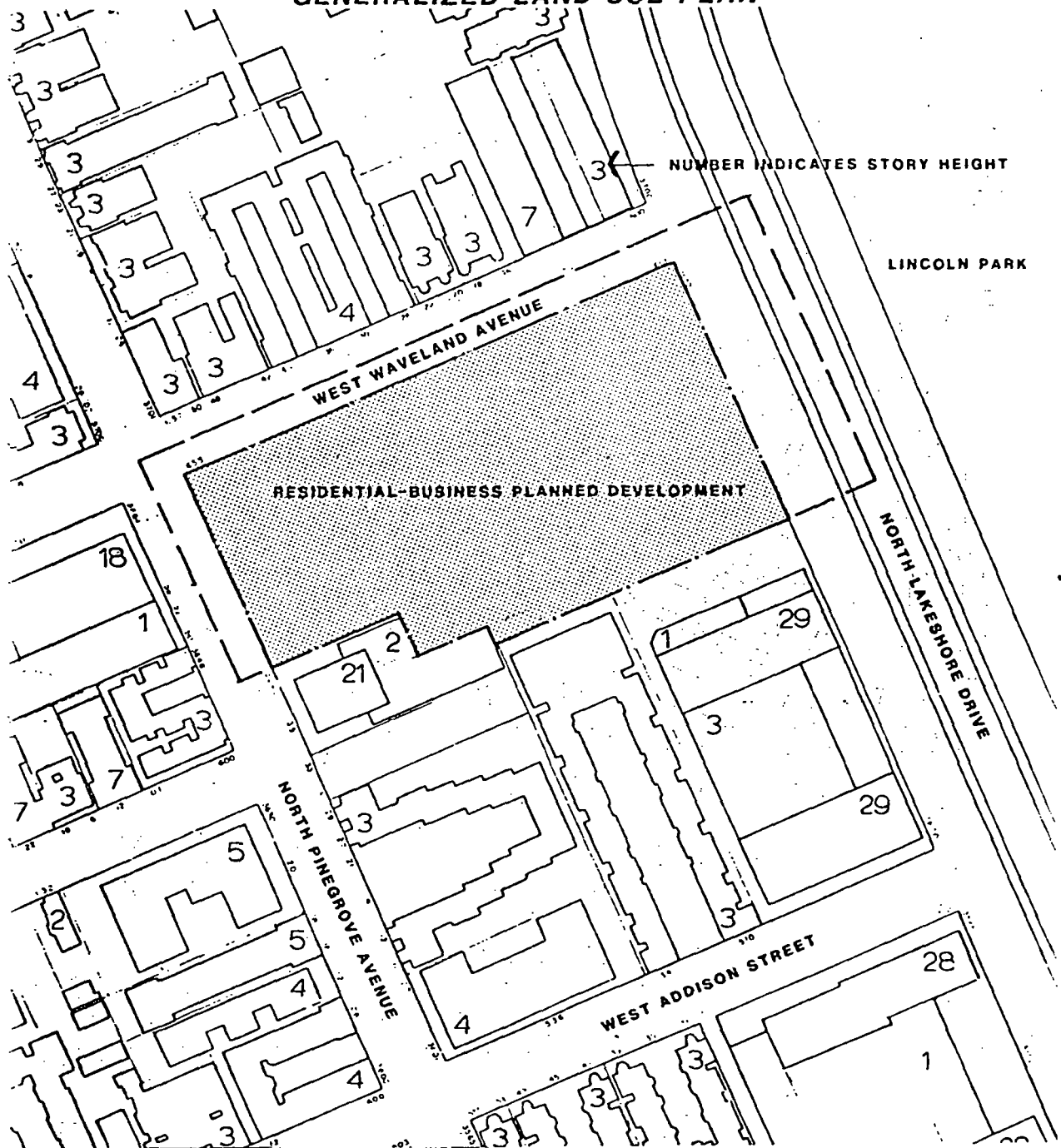
SCALE



0 250' 500' 1000'

DATE: 20 April 1981

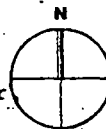
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



APPLICANT: DEVELOPMENT MANAGEMENT
GROUP, INC.

ADDRESS: 3660 North Lake Shore Dr

DATE: 20 April 1981



SCALE



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

<u>Net Site Area</u>	<u>General Description of Land Use</u>	<u>Maximum Number of Dwelling Units</u>	<u>Maximum F.A.R.</u>	<u>Maximum Percent of Land Coverage (excluding garage)</u>
142,475 SF	Residential, Office, Business and Related Uses including Swimming Pool and Recreational Uses	1210	8.35	40%

GROSS SITE AREA = Existing Property (142,475) plus
public rights-of-way (57,590) =
200,065 square feet

Maximum Number of Dwelling Units = 1210

Minimum Number of Off-Street Parking Spaces = 839

Minimum Number of Off-Street Loading Spaces = 7

Maximum F.A.R. = 8.35

Maximum Percentage of Land Coverage = 40% excluding garages

Minimum Periphery Setbacks = 0

Maximum Number of Square Feet to be devoted to
Office, Business, Recreational and Related Uses = 47,100 SF

APPLICANT: DEVELOPMENT MANAGEMENT GROUP, INC. DATE: 20 April 1981

ADDRESS: 3660 North Lake Shore Drive

**Chapter 25.1 of Municipal Code Amended Concerning
Creation of Improved System of
Personnel Administration.**

On motion of Alderman Burke the City Council took up for consideration, the report of the Committee on Police, Fire, Personnel and Municipal Institutions deferred and published in the Journal of Proceedings of June 10, 1981, pages 6333-6336 and as Corrected in the Journal of Proceedings of June 17, 1981, pages 6367-6385, recommending that the City Council pass the proposed substitute ordinance, repealing Chapter 25.1 of the Municipal Code and substituting a new Chapter 25.1 creating an improved system of Personnel Administration.

Alderman Pucinski presented the following proposed amendment:

In Section 25.1-6, Line 4—

After the words: "Any Career Service Employee"

Add the words: "Or Departmental Employment Service Employee."

Alderman Barnett moved to Lay the amendment on the Table.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Laurino, Rittenberg, Natarus, Schuler—28.

Nays—Aldermen Bloom, Bertrand, Huels, Stemberk, Lipinski, Marzullo, Davis, Casey, Cullerton, Pucinski, Oberman, Merlo, Clewis, Axelrod, Volini, Orr, Stone—17.

Alderman Bloom then presented the following amendment:

Uniform Protection Against Arbitrary or Capricious Dismissal.

Section 1. Section 25.1-5(12) of the Ordinance is amended to add the words in *Italics* as indicated:

- (12) For the establishment of uniform disciplinary measures such as suspension, demotion in rank or grade, or discharge. Such measures shall provide for presentation of charges in writing, hearing rights, and appeals for all permanent employees in the career service *and the Departmental Employment Service*, consistent with the requirements of due process in law.

Section 2. Section 25.1-6 of the Ordinance is amended to add the words in *Italics* as indicated:

25.1-6. The Personnel Board, a member thereof, or a hearing officer appointed by the Board shall conduct a hearing of all charges brought against any career service employee or *Departmental Employment Service employee* by proper authority for purposes of discharge, demotion, or suspension for a period of more than thirty days. The Personnel Board shall provide by rule for review by the Board, a member thereof, or hearing officer of suspension not exceeding thirty days. The Personnel Board, any of its members or a hearing officer appointed by the Board may ad-

minister oaths and secure by subpoena both the evidence and witnesses for the production of relevant books and papers. All proceedings before the Board, a member thereof, or the hearing officer shall be recorded. *Employees shall have the right to obtain a copy of the transcript of all proceedings at reasonable cost and without unnecessary delay. Employees shall have the right to be represented at all proceedings by the person of their choice.* The findings and decision of a member of the Board or hearing officer shall be certified by the Personnel Board, which may accept or reject the findings and decision or may require further hearing before the Board. After the Board accepts the findings and decision of its member or hearing officer, or after a hearing by the Personnel Board, it shall certify the findings and decision to the Commissioner of Personnel who shall then notify the appropriate appointing authority and said appointing authority shall then enforce the findings and decision forthwith. Nothing in this section limits the power of the appointing authority to suspend a subordinate for a reasonable period not exceeding thirty days pursuant to the rules of the Department of Personnel. *Nothing in this section shall be construed to limit any other rights which an employee may have under the constitution of the United States or the State of Illinois, by statute or decisional law.*

Alderman Shaw moved to Lay the amendment on the Table.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone—40.

Nays—Aldermen Bloom, Davis, Oberman, Volini, Orr—5.

Alderman Bloom then presented a second amendment which reads as follows:

Prohibition Against Political Discrimination in Hiring, Promotion or Firing

Section 1. Section 25.1-8 of the Ordinance is amended to add the words in *Italics* as indicated:

25.1-8. No person shall discriminate against any employee or applicant for employment because of race, creed, *religion, political affiliation, work or contribution, or lack of political affiliation, work or contribution*, color, sex or national origin.

Section 2. Section 25.1-9, Subparagraph A of the Ordinance is amended to add the words in *Italics* as indicated:

25.1-9. A. No person shall directly or indirectly coerce, attempt to coerce or command any employee in the career service or *the Departmental Employment Service*, to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes. *It shall be a violation of this section to condition or influence appointment to, or promotion in, the career service or the Departmental Employment Service on a person's past or prom-*

used political affiliation, political activity or political contribution or the sponsorship of any political party, political organization or office holder. No employee in the career service may use his or her official authority or influence in the career service for the purpose of affecting or interfering with the result of an election or nomination for a political office. Nothing herein contained shall affect the right of the employee to hold membership in and support, a political party, to vote as he chooses, to express his opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings.

Alderman Burke moved to *Lay the amendment on the Table.*

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Rotl, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone—40.

Nays—Aldermen Bloom, Davis, Oberman, Volini, Orr—5.

Alderman Bloom then presented a third and a fourth amendment which read as follows:

Non-Partisan Selection of Lesser Skilled Positions with Public Notice of Available Positions

Section 1. Section 25.1-3(5) of the Ordinance is amended to add the words in Italics as indicated:

25.1-3. All positions in the city service shall be in one of the following categories:

- (1)
- (2)
- (3)
- (4)

- (5) Departmental Employment Service Employees, consisting of the positions in the unskilled and semi-skilled labor/trade and allied occupations, which positions are filled without city-wide competitive examinations, but subject to fair and valid job related pre-employment screening. The Departmental Employment Service classes will be determined by the Commissioner of Personnel with the approval of the Mayor on the basis of quantitative job content evaluation and the resultant listing published in the personnel rules. They shall include all positions listed in Appendix B, which is attached hereto. The Commissioner of Personnel is authorized to add positions to the list of Departmental Employment Service and remove them therefrom if (a) the Commissioner of Personnel finds that a position is a labor/trades or allied occupational position having a job content under the Hay Guide Chart—Profile Method (1980 edition) of quantitative Know How Job Content evaluation with less than 100 points for an added position or more than 100 points for a removed position, (b) the Commissioner of Personnel reports the

finding in writing to the Mayor; and (c) the Mayor approves the finding in writing. Departmental Employment Service will also include all prevailing rate employees. Departmental Employment Service employees shall be chosen by impartial lottery from among all persons certified by the Commissioner of Personnel as having met the foregoing job-related pre-employment screening criteria.

Section 2. New Sections 25.1-16 and 25.1-17 are added to the Ordinance in Italics, as follows:

25.1-16. *For all positions included in the Departmental Employment Service no position shall be filled unless public notice of that particular job opening, including a description of the nature of the job, any specific qualifications, the compensation, and how and where to apply for the job has been given, at least seven (7) days prior to the hiring in the following manner:*

- (1) *By posting the available job openings with the Department of Personnel of the City of Chicago and the Municipal Reference Library of the City of Chicago for at least thirty days prior to the date the position is expected to be filled. Copies must also be provided to all persons who so request and must be mailed to each person who shall have filed with the Department of Personnel within 90 days prior to the expected date of hiring a written request to receive such notices.*
- (2) *The Department of Personnel of the City of Chicago shall cause to be published, at least once each calendar quarter, in the Help Wanted Section of a Chicago daily newspaper having a circulation of greater than 200,000 a notice of the existence and the availability of the list described in subparagraph (1), stating how and where the list is available for public inspection and stating how persons may request the notices provided therein.*

25.1-17. *The Commissioner of Personnel shall cause to be filed with the Clerk of the City of Chicago within 45 days after the close of each calendar quarter a detailed list of all positions filled during the prior calendar quarter identifying the number of positions filled by job classification and separated by census tract. Said compilation shall be posted in the Department of Personnel, distributed to the Municipal Reference Library of the City of Chicago and shall be made available to each person who so requests, free of charge.*

Limitation On Exempt Senior Executive Service Positions

Section 25.1-3(4) of the ordinance is amended to add the words in Italics as indicated:

- (4) Senior Executive Service, consisting of positions which entail duties including city-wide or departmental level determinations of policy, or positions which entail the implementation of such policies, or positions requiring high technical or scientific skills, to be determined by the Commissioner of Personnel on the basis of quantitative job content evaluation, with the resultant listing published in the personnel rules. It shall include

all positions listed in Appendix A, which is attached hereto: The Commissioner of Personnel is authorized to add positions to the list of Senior Executive Service employees and remove positions therefrom if (a) the Commissioner of Personnel finds that the total job content as measured by the Hay Guide Chart—Profile Method (1980 edition) of quantitative job content evaluations is more than 550 points for an added position or less than 550 points for a removed position; (b) the Commissioner of Personnel reports the finding in writing to the Mayor; and (c) the Mayor approves the finding in writing. *In no event shall the number of Senior Executive Service positions in any department exceed the greater of ten positions or one percent of the total number of budgeted positions in that department.*

Alderman Burke moved that the two amendments *Lay on the Table.*

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone—40.

Nays—Aldermen Bloom, Davis, Oberman, Volini, Orr—5.

Alderman Barnett then moved the *previous question.*

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone—37.

Nays—Aldermen Bloom, Kelley, Davis, Marcin, Oberman, Volini, Orr—7.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone—38.

Nays—Aldermen Bloom, Humes, Kelley, Davis, Oberman, Volini, Orr—7.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 25.1 of the Municipal Code of Chicago is hereby repealed and in substitution thereof a new Chapter 25.1 is hereby adopted as set forth below in *Italics*:

25.1-1. *It is the general purpose of this ordinance, and it is necessary in the public interest, to establish a system of personnel administration that meets the social, economic, and program needs of the people of the City of Chicago, to provide for a professional and progressive merit system for employment and to insure flexible career service within the City of Chicago.*

25.1-2. *There is hereby established an Executive Department of the City of Chicago which shall be known as the Department of Personnel. The Commissioner of Personnel shall be the Chief Executive Officer of the Department of Personnel and shall be appointed by the Mayor with the advice and consent of the City Council and shall serve at the pleasure of the Mayor. The Commissioner of Personnel shall be responsible for the general management and control of the Department of Personnel in a manner consistent with the ordinances of the City, the laws of the state, and the rules of the department. The Commissioner of Personnel shall have the power and duty to:*

- (1) *Encourage and exercise leadership in the development of effective personnel administration within the several departments in the government service, and to make available the facilities of the Department of Personnel to this end.*
- (2) *Advise the Mayor on utilization of employees.*
- (3) *Foster and develop programs for the improvement of employee effectiveness including but not limited to position classification, salary administration, recruitment, selection, promotion, performance ratings, probationary periods, training, employee communications, employee benefits, affirmative action, safety and health.*
- (4) *Investigate from time to time the operation and effect of this ordinance and of the rules made thereunder and to report the findings and recommendations to the Mayor.*
- (5) *Establish and maintain records of all employees in the city service, in which there shall be set forth as to each employee the class title, pay and status, and other relevant data.*
- (6) *Make an annual report to the Mayor regarding the work of the department.*
- (7) *Certify that persons named on every payroll have been appointed and employed in accordance with the provisions of this ordinance and the rules adopted thereunder. No city disbursing or auditing officer shall make or approve or take any part in making or approving any payment for personal service to any persons holding a position in the city service unless said payroll voucher or account of such pay bears the certification of the Commissioner or his authorized agent.*
- (8) *Apply and carry out this ordinance and the rules thereunder and to perform any other lawful acts which may be necessary or desirable to carry out the purposes and provisions of this ordinance.*

25.1-3. All positions in the city service shall be in one of the following categories:

- (1) Elected officials.
- (2) Executive heads of city departments.
- (3) Members of boards and commissions whose appointment is subject to confirmation by the City Council.
- (4) Senior Executive Service, consisting of positions which entail duties including city-wide or departmental level determinations of policy, or positions which entail the implementation of such policies, or positions requiring high technical or scientific skills, to be determined by the Commissioner of Personnel on the basis of quantitative job content evaluation, with the resultant listing published in the personnel rules. It shall include all positions listed in Appendix A, which is attached hereto. The Commissioner of Personnel is authorized to add positions to the list of Senior Executive Service employees and remove positions therefrom if (a) the Commissioner of Personnel finds that the total job content as measured by the Hay Guide Chart—Profile Method (1980 edition) of quantitative job content evaluations is 550 points or more for an added position or less than 550 points for a removed position; (b) the Commissioner of Personnel reports the finding in writing to the Mayor; and (c) the Mayor approves the finding in writing.
- (5) Departmental Employment Service employees, consisting of the positions in the unskilled and semi-skilled labor/trade and allied occupations, which positions are filled without city-wide competitive examinations, but subject to fair and valid job related pre-employment screening. The Departmental Employment Service classes will be determined by the Commissioner of Personnel with the approval of the Mayor on the basis of quantitative job content evaluation and the resultant listing published in the personnel rules. They shall include all positions listed in Appendix B, which is attached hereto. The Commissioner of Personnel is authorized to add positions to the list of Departmental Employment Service and remove them therefrom if (a) the Commissioner of Personnel finds that a position is a labor/trades or allied occupational position having a job content under the Hay Guide Chart—Profile Method (1980 edition) of quantitative Know How job content evaluation with 100 points or less for an added position or more than 100 points for a removed position, (b) the Commissioner of Personnel reports the finding in writing to the Mayor; and (c) the Mayor approves the finding in writing. Departmental Employment Service will also include all prevailing rate employees.
- (6) Employees of the Law Department.
- (7) Police officers above the rank of Captain and firefighters above the rank of Battalion Chief.
- (8) Employees whose work is seasonal and does not exceed 180 days in any calendar year.

- (9) A private secretary for each elected official.
- (10) Administrative assistants to the Mayor, and such employees of the Mayor's office as are appointed by the Mayor.
- (11) Employees of the City Council, unless such positions are specifically included in the career service by ordinance.
- (12) Positions exempted from the Career Service pursuant to rule of the department upon recommendation of a department head and after comment and recommendation by the Commissioner of Personnel and the approval of the Mayor. These additional exemptions must be based on the need for flexibility in appointment to positions which (a) are necessary in order to maintain confidentiality, or (b) are administratively necessary in order to effect a program including, but not limited to, such programs as student work experience programs, trainee programs, federal public service employment programs, and any other programs, which, because of the program requirements, cannot be subject to career service requirements.
- (13) Career Service employees, consisting of employees in all other positions and occupational classes other than in 1 through 12 above.

25.1-4. There is hereby created a Personnel Board consisting of three members appointed by the Mayor by and with the advice and consent of the City Council, for a term of five years, or until their respective successors are appointed and qualified, except that of the initially appointed Board, one member shall be appointed for two years, one member shall be appointed for three years, and one member for five years. Upon the expiration of the term of any member of the Personnel Board, the Mayor by and with the advice and consent of the City Council, shall appoint each successor for a term of five years and each member shall serve until a successor is appointed and qualified. A vacancy shall be filled for the remainder of an unexpired term in the same manner as original appointments. The Mayor shall appoint one of the members of the Board as chairperson to serve for a term of one year or until a successor is appointed. The Board will have the responsibility of providing advice and counsel to the Mayor and to the Commissioner of Personnel on all aspects of public personnel administration including, but not limited to, manpower utilization, manpower training, employee grievances and employee salaries, in addition to other duties as provided by this chapter.

25.1-5. The Commissioner of Personnel shall issue personnel rules. Prior to the effective date of such rules, the Commissioner of Personnel shall give public notice in one or more newspapers of general circulation, and in no case shall such publication be less than ten days before the effective date of the proposed rule or amendment to the rule. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. Nothing contained herein shall prohibit the Commissioner of Personnel from giving other appropriate public notice. The rules shall provide:

- (1) For the preparation, maintenance and revision of a position classification plan

for all positions in the senior executive service, career service and departmental employment service, based upon similarity of duties performed and responsibilities assigned, so that the same qualifications may reasonably be required for and the same schedule of pay may equitably be applied to all positions in the same class.

- (2) For the annual submission of a pay plan to the Mayor.
- (3) For the recruitment and selection of persons in the career service on the basis of their relative fitness, and job related selection procedures in the departmental employment service.
- (4) For the establishment of eligible lists for appointment and promotion in the Career Service, upon which lists shall be placed the names of successful candidates in order of their relative excellence in the respective examinations. The Commissioner may substitute rankings such as excellent, well-qualified and qualified for numerical ratings and establish eligible lists accordingly. Such rules may provide for lists by area or location, by department or other agency, for removal of those not available for or refusing employment, for minimum and maximum duration of such lists, and for such other provisions as may be necessary to provide rapid and satisfactory service to the operating agencies. The rules may authorize removal of eligibles from lists if those eligibles fail to furnish evidence of availability upon forms sent to them by the Commissioner.
- (5) For the certification to an appointing authority of the names (a) of the five highest persons available on the appropriate eligible list to fill each vacancy, or (b) from the highest ranking group if the list is by rankings instead of numerical ratings.
- (6) For promotions which shall give appropriate considerations to the applicant's qualifications, record of performance and ability.
- (7) For probationary periods after original career service appointment not to exceed one year.
- (8) For emergency employment for not more than 90 days with the consent of the Commissioner and for provisional employment when there is no appropriate eligible list available. No such provisional appointment shall continue longer than nine months, nor shall successive provisional appointments be allowed.
- (9) For keeping records of performance of employees in the career service, which performance records shall be considered in determining salary increments or increases for meritorious services; as a factor in promotions; as a factor in reinstatements; and as a factor in discharges and transfers. Appropriate performance records will be maintained for other employees.

(10) For lay-offs in the career service, by reason of lack of funds or work, or abolition of a position, or material change in duties or organization, and for re-employment of employees so laid off.

(11) For implementation and administration of the grievance procedure provided by this chapter.

(12) For the establishment of disciplinary measures such as suspension, demotion in rank or grade, or discharge. Such measures shall provide for presentation of charges, hearing rights, and appeals for all permanent employees in the career service, consistent with the requirements of due process in law.

(13) For development and operation of programs to improve work effectiveness, including training, education, safety, health, welfare, counseling, recreation and employee relations.

(14) For the establishment of procedures for departmental review of disciplinary actions taken against Departmental Employment Service employees. All such procedures shall be approved by the Commissioner of Personnel.

(15) For such other policies and administrative regulations, not inconsistent with this law, as may be proper and necessary for its enforcement.

25.1-6. The Personnel Board, a member thereof, or a hearing officer appointed by the Board shall conduct a hearing of all charges brought against any career service employee by proper authority for purposes of discharge, demotion, or suspension for a period of more than thirty days. The Personnel Board shall provide by rule for review by the Board, a member thereof, hearing officer or designated review officer, of suspensions not exceeding thirty days. The Personnel Board, any of its members, or a hearing officer appointed by the Board may administer oaths and secure by subpoena both the evidence and witnesses for the production of relevant books and papers. All proceedings before the Board, a member thereof, or the hearing officer shall be recorded. The findings and decision of a member of the Board or hearing officer shall be certified to the Personnel Board, which may accept or reject the findings and decision or may require further hearing before the Board. After the Board accepts the findings and decision of its member or hearing officer, or after a hearing by the Personnel Board, it shall certify the findings and decision to the Commissioner of Personnel who shall then notify the appropriate appointing authority and said appointing authority shall then enforce the findings and decision forthwith. Nothing in this section limits the power of the appointing authority or his/her designee to suspend a subordinate for a reasonable period not exceeding thirty days pursuant to the rules of the Department of Personnel.

25.1-7. The Commissioner of Personnel, within 120 days of the enactment of this ordinance, shall prescribe uniform procedures for pursuing grievances for career service and departmental employment service employees, including pro-

visional employees. Grievances as defined herein shall not include disputes over discipline, salary scales or wage rates.

25.1-8. No person shall discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

25.1-9. A. No person shall directly or indirectly coerce, attempt to coerce or command any employee in the city service to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for political purposes. No employee in the career service may use his or her official authority or influence in the career service for the purpose of affecting or interfering with the result of an election or a political office. Nothing herein contained shall affect the right of the employee to hold membership in, and support, a political party, to vote as he chooses, to express his opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings.

B. No person shall make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment made under any provisions of this ordinance or in any manner commit or attempt to commit any fraud, prevent the impartial execution of this ordinance and any rules issued thereunder.

C. No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in a position in the city service.

D. No employee of the Department of Personnel, examiner, or other person shall defeat, deceive or obstruct any person in his right to examination, eligibility, certification or appointment under this ordinance, or furnish to any person special or secret information for the purpose of affecting the rights of any person with respect to employment in the career service.

E. Any person who wilfully violates this section shall be fined not less than \$100 nor more than \$500 or be imprisoned for not more than six months, or both. Any person who is convicted of a violation of this section shall, for a period of five years, be ineligible for appointment to or employment in a position in the city service, and if he is an officer or employee of the city shall forfeit his office or position.

25.1-10. Employees who are career service or probationary career service immediately prior to the adoption of this ordinance shall be continued in their respective positions without further examination, unless exempted or separated from their positions as provided by ordinance or rule. Any such person whose position is reclassified hereunder to the departmental employment service shall retain any right that would have otherwise been enjoyed under the career service. Nothing herein shall preclude the reclassification or reallocation as provided by this Chapter of any position held by such incumbent.

25.1-11. An employee holding a provisional appointment in a career service position as defined by Section 25.1-3(13) of this ordinance immediately prior to the adoption of this ordinance shall continue in that position without further examination unless separated as provided by ordinance or rule, or unless the position is not otherwise

reclassified, reallocated or exempted from the career service as provided by this ordinance. Any such employee shall also be required to serve a probationary period of one year commencing from the date of the adoption of this ordinance.

25.1-12. The Department of Personnel is authorized and empowered to enter into reciprocal agreements, upon such terms as may be agreed upon, for the use of equipment, materials, facilities, and services with any public agency or body for purposes deemed of benefit to the career service. The Department of Personnel may cooperate with other governmental agencies charged with public personnel administration in conducting personnel tests, classification of positions, recruiting personnel and training personnel.

25.1-13. This ordinance shall not apply nor have any effect upon the Police Board, its manner of selection, composition, or its powers and duties as set forth in Section 11-2 and Section 11-3 of this code and Section 3-7-3.1, Section 10-1-18.1, and Section 10-1-45 of the Illinois Municipal Code. Nor shall this ordinance have any effect upon the selection, powers or duties of the Superintendent of Police as set forth in the Municipal Code of the City of Chicago and Section 3-7-3.2 of the Illinois Municipal Code.

25.1-14. The Mayor may, in the Mayor's discretion, remove any member of the Personnel Board for incompetence, neglect of duty or malfeasance in office. The Mayor shall forthwith notify the City Council in writing of any such removal. Any vacancy created by such removal by the Mayor shall be filled by the Mayor pursuant to the provisions of Section 25.1-4.

25.1-15. Department heads shall appoint persons in the departmental employment service subject to the approval of the Commissioner of Personnel. The department head shall seek technical advice and consultative services from the Department of Personnel to develop job related screening methods. Prior to employment, any such employee shall sign a statement in a form approved by the Commissioner of Personnel stating that the employee understands the duties and tasks required and his ability and willingness to perform them.

25.1-16. All rules and regulations of the Department of Personnel in effect at the time of the adoption of this ordinance not contrary to or inconsistent with terms of this ordinance shall remain in force until they expire by their own limitation or are altered or amended or repealed pursuant to this ordinance.

SECTION 2. If any provision, clause, sentence, paragraph, section or part of this ordinance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 3. This ordinance shall take effect from and after its passage.

Appendix A attached to this ordinance reads as follows:

Appendix A:

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Superintendent of Police	2812
	Commissioner - Streets & Sanitation	2368
	Commissioner of Health	2328
	Commissioner - Public Works	2328
	Corporation Counsel	2228
	Commissioner - Aviation	2128
	Fire Commissioner	2060
	Commissioner - Water	1960
	First Deputy Superintendent - Police	1960
	Budget Director	1936
	Commissioner - Human Services	1868
	Commissioner - Public Library	1868
	Acting Commissioner - Planning	1856
	Commissioner of Sewers	1800
	Comptroller	1738
	Director of Personnel	1788
	Deputy Superintendent - Investigative Svcs.	1708
	First Asst. Corporation Counsel - Law	1560
	Purchasing Agent	1560
	Deputy Commissioner - Public Works	1468
	Chief of Patrol	1440
	Deputy Commissioner of S & S - Streets	1440
	Chief Engineer	1418

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Deputy Superintendent - Admin. Svcs.	1418
	Acting Airport Manager - O'Hare	1372
	Chief of Fire Services	1372
	Chief, Criminal Investigation	1372
	Deputy Superintendent - Technical Services	1372
	Assistant Budget Director	1358
	Commissioner of Inspection	1312
	Commissioner - Housing	1312
	Deputy Commissioner of S & S - Electricity	1292
	Deputy Commissioner - Water	1292
	Deputy Director of Personnel	1262
	First Deputy Commissioner - Human Services	1262
	Deputy Commissioner of S & S - Sanitation	1252
	Deputy Commissioner of S & S - Streets	1252
	Acting Director of Data Processing	1232
	Deputy Commissioner - Water Distribution	1192
	Assistant to Mayor	1182
	City Architect	1182
	Deputy Commissioner of Health	1182
	Deputy Fire Commissioner	1182
	Assistant Commissioner - Inspection Services	1142
	Assistant Coordinator of Aviation Planning	1142
	Deputy Commissioner - Human Services (2) *	1142

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Deputy Commissioner - Planning	1142
	Director of Senior Citizens	1142
	Medical Director of Health Services	1142
	Deputy Commissioner - Planning	1136
	General Superintendent of Sanitation	1090
	Deputy Corporation Counsel	1056
	Assistant Chief Engineer - Public Works	1040
	Assistant Commissioner of Mental Health	1040
	Assistant Dep. Superintendent - Traffic Div.	1040
	Chief Construction Engineer	1040
	Chief Engineer - Sewers	1040
	Chief, Organized Crime	1040
	Commander, Youth Division	1040
	Deputy Commissioner - Streets & Sanitation	1040
	Deputy Commissioner - Water Services	1040
	Deputy Superintendent - Community Services	1040
	Engineer of Water Purification	1040
	First Assistant Commissioner of Streets	1040
	Superintendent of Water Distribution	1040
	Executive Director - Health Systems Agency	1028
	Assistant Commissioner for Ext. Services	994
	Asst. Dep. Superintendent - Operations Command	994
	Assistant Deputy Superintendent	994
	Assistant Deputy Superintendent - Operations	994
	Chief Construction Engineer	994

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Commissioner - Consumer Services	994
	Dep. Chief, Criminal Inv.-Violent Crimes	994
	Deputy Commissioner - Public Library	994
	Deputy Director of Data Processing	994
	Director of Rehabilitation Center	994
	Director - Criminalistics Division	994
	Director - Data Processing - Police	994
	Deputy Commissioner - Planning	988
	Deputy Chief of Patrol - Area	964
	Deputy Chief of Patrol (SOG)	964
	Deputy Fire Chief	964
	Assistant Chief Engineer	954
	Chief Assistant Corporation Counsel	954
	Chief Water Engineer	954
	Deputy Commissioner - Library Systems	954
	Deputy Director of Employment & Training	954
	Deputy Purchasing Agent	954
	Director of Registration & Statistical Svcs.	954
	Executive Director - Economic Development	954
	First Assistant Budget Director	954
	First Deputy Commissioner - Aviation	954
	First Deputy Commissioner - Public Works	954
	First Deputy Commissioner - Housing	954
	Chief Epidemiologist	920
	Assistant Engineer - Water Pumping	904

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Chief Bridge Engineer	904
	Dep. Chief, Criminal Inv.-Prop. Crimes	904
	Deputy Chief, Organized Crime, Admin.	904
	Deputy Commissioner - Streets & Sanitation	904
	Director, Fire Prevention Bureau	904
	Engineer of Water Pumping	904
	Admin. Director, Bureau of Health Services	890
	Asst. Superintendent - Equipment Services	879
	Assistant City Architect	864
	Asst. Commissioner-Cntrl.Lib./Cult. Center	864
	Assistant Commissioner of Water	864
	Asst. Director of Technical Inspection	864
	Assistant Superintendent - E W & C	864
	Director, Office Professional Review	864
	Director of Technical Inspection	864
	Engineer of Water Distribution	864
	Manager, Data Center Operations	864
	Medical Director	864
	Superintendent of Project Control	864
	Assistant Deputy Superintendent	839
	Assistant Engineer - Water Purification	839
	Chief, Fire Equipment and Supplies	839
	Director of Operations - Aviation	839
	District Fire Chief	839
	District Fire Chief (Acting)	839

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Gen. Superintendent - Forestry & Parkways	839
	Superintendent of Construction	839
	Superintendent of Streets	839
	Assistant Budget Director	830
	Assistant Commissioner of Public Works	830
	Assistant Commissioner - Planning	830
	Chief Assistant Corporation Counsel	830
	Deputy Commissioner - Admin. Services	830
	Deputy Commissioner - Human Services	830
	Deputy Commissioner of Streets	830
	Dep. Director, Cook County Criminal Justice	830
	Director of Dental Health Services	830
	Director of Management Services	830
	Director of Transportation Planning	830
	Director of Finance	830
	Director, Division of Laboratories	830
	Director, V. D. Control	830
	Engineer of Electricity	830
	Finance Management Specialist	830
	Manager, Data Center Systems	830
	Medical Director	830
	Assistant Comptroller - Auditing	830
	Acting Deputy Director-Sr. Ctzn. & Hndcp.	805
	Assistant Deputy Superintendent	805
	Director of Conservation Inspection	805

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Director of Public Health Nursing	805
	Director of Community Services	805
	Director of Correctional Services	805
	Director of Children Services	805
	Director, Children & Youth Services Division	805
	Assistant Commissioner - Planning	800
	Chief of Aviation Planning	800
	Director of Management & Operations	800
	Admin. Director-Mental Health Division	775
	Deputy Chief of Patrol - Administration	775
	Deputy Chief, Criminal Investigation-Admin.	775
	Deputy Commissioner - Housing	775
	Director, Leg. Liaison Intergovmntl. Affrs.	775
	Director - Maternal/Infant Care	775
	Medical Director Pediatric Health	775
	Supervisor of Classif. & Personnel Rels.	775
	Supervisor of Training	775
	Dept. General Superintendent - Sanitation	766
	Director of Motor Maintenance	766
	Assistant Chief Engineer - Sewers	755
	Chief Transportation Engineer	755
	Commander - Intelligence	755
	Coordinating Architect II	755
	Investigator Commander - Homicide	755
	Deputy Commissioner - Housing	750

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Director of Library Finance	750
	Director of Planning	750
	Airport Manager - Midway	732
	Asst. General Superintendent-Electricity	732
	Chief Filtration Engineer	732
	Commander, Burglary	732
	Commander, Gang Crimes	732
	Commander, General Support	732
	Commander, Vice	732
	Commander, District	732
	Coordinating Engineer I	732
	Deputy Commissioner - Rodent Control	732
	Director of Building Management	732
	Director of Consumer Protection	732
	Director of Electronics Maintenance	732
	Director of Records	732
	Director - Labor Relations	732
	Investigator Commander - Robbery	732
	Manager of Skyway	732
	Superintendent of Sewer Cleaning	732
	Superintendent of Sewer Construction	732
	Superintendent of Water Collection	732
	Administration Engineer - Public Works	725
	City Traffic Engineer - Planning	725
	Coordinating Architect II	725

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB- CONTENT POINTS</u>
	Coordinating Engineer I	725
	Deputy Commissioner - Inspection	725
	Director - Public Safety	725
	Medical Director - Rehabilitation	725
	Supervisor of Tests & Research	725
	Administration Engineer - Public Works	725
	Manager, Mobile Terminal Support	725
	Administrator of Personnel Services	702
	Assistant Budget Director	702
	Chief Airport Design Engineer	702
	Chief Construction Inspector	702
	Chief of Fire Training	702
	Chief Records & Estimates Engineer	702
	Chief Soils Engineer	702
	Chief Water & Sewer Design Engineer	702
	Commander, Inspections	702
	Commander, Narcotics	702
	Coordinating Architect II	702
	Coordinating Engineer I	702
	Coordinator of Central Investigation	702
	Director of Construction Compliance - St.	702
	Director of Human Relations	702
	Director of Field Operations	702
	Director of Training	702
	Engineer of Structural Design	702

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Engineer of Traffic Operations	702
	Engineer of Mechanical Design	702
	Investigation Commander - Bomb & Arson	702
	Investigation Commander - Auto	702
	Manager, Police Operations	702
	Municipal Reference Librarian	702
	Plant Manager - Fuel Processing	702
	Airport Operations Manager - O'Hare	702
	Assistant Commissioner - Planning	700
	Asst. Executive Director - Economic Develop.	700
	Coordinating Planner II	700
	Director of Research	700
	Asst. Manager - Data Center Systems	700
	Supervisor of Maintenance Construction	682
	Acting Chief of Personnel	677
	Area Coordinator - Planning	677
	Assistant Budget Director	677
	Assistant Chief Water Engineer	677
	Assistant Commissioner - Sewers	677
	Assistant Comptroller - Finance Operations	677
	Assistant to Comptroller - Special Acct.	677
	Chief Assistant Corporation Counsel	677
	Chief Environmental Design Engineer	677
	Chief of Aviation Finance	677
	Commander, Research and Development	677

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Commissioner, Neighborhoods	677
	Coordinating Architect I	677
	Coordinator of Special Events	677
	Coordinating Planner II	677
	Deputy City Treasurer	677
	Deputy Commissioner - Consumer Services	677
	Director of Finance and Administration (HO)	677
	Director of Finance and Administration (SC)	677
	Director of Health Systems Planning	677
	Director of Personnel Policies & Utilities	677
	Director of Procurement/Inventory Control	677
	Director, Project Review & Implementation	677
	Director of Nutrition	677
	Director of Program Development	677
	Engineer of Public Works	677
	Engineer Sewer Construction & Maintenance	677
	Executive Director - Fine Arts	677
	Manager of Police Data System	677
	Assistant Chief Transportation Engineer	677
	Assistant Director of Finance	677
	Assistant Director, Youth Services	677
	Assistant Chief Bridge Engineer	677
	Director of Manpower Division	677
	Director of Programming	677
	Director of Project Development	677

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Director of Systems Planning	677
	Director, Cultural Center	677
	Engineer of Construction	677
	Engineer - Board of Local Improvements	677
	Grants Coordinator	677
	Director of Environmental Services	666
	Assistant Comptroller - Revenue	657
	Assistant Executive Director - Econ. Devel.	657
	Deputy District Fire Chief	657
	Director of Inst. & Md. Care	657
	Director of Program Operations	657
	Asst. Director - Children & Youth Services	657
	Assistant Manager, Operations EDP	657
	Assistant Director of Data Processing	654
	Coordinating Planner II	654
	Director, Library Collection & Prog. Devel.	654
	Airport Manager - Meigs	636
	Assistant Commissioner - Housing	634
	Director of Library Personnel	634
	Director of Agency Liaison Services	634
	Coordinating Architect II	614
	Assistant Director of Dental Services	614
	Assistant Director, Dental Division	614
	Assistant Comptroller - Financial System	611
	Assistant Comptroller - Real Estate	611

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Assistant Director of Revenue Operations	611
	Assistant to Commissioner of Sewers	611
	Director of Administration	611
	Director, Neighborhood Relations	611
	Records Administrator	611
	Right of Way Engineer	611
	Superintendent of Sidewalk Program	611
	Assistant General Superintendent of Water	611
	Asst. Superintendent, Electric Wiring & Comm.	611
	Chief Police Surgeon	611
	Director of Technical Services	611
	Regional Program Coordinator	608
	Asst. Genl.Supt. - Forestry & Parkways	594
	Asst. Superintendent - Sewer Cleaning	594
	Deputy District Fire Chief	594
	Executive Director - Animal Care & Control	594
	Superintendent of Maps	594
	Superintendent of Water Meters	594
	Genl. Superintendent of Building Repairs	594
	Administrator-in-charge-Operations	588
	Admin., Office of Professional Standards	588
	Assistant Comptroller - Gen. Accounting	588
	Assistant Director of Revenue Operations	588
	Asst. General Superintendent of Sanitation	588
	Asst. to Comptroller - Spec. Accounting	588

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Coordinating Architect I	588
	Coordinating Engineer II	588
	Coordinating Planner I	588
	Director of Monitoring Services	588
	Director of Operations & Information Services	588
	Director of Public Information	588
	First Deputy Director of Fire Prevention	588
	Manager, Fiscal Operations	588
	Project Manager - Air Quality Program	588
	Supervisor of Manpower Planning	588
	Supervisor of Recruitment	588
	Administrative Engineer Waters	588
	Assistant Director, Planning - HS	588
	Asst. Chief Water & Sewer Design Engineer	588
	Asst. Engineer Water Distribution	588
	Assistant Purchasing Agent	588
	Coordinator of Criminalistic Laboratories	588
	Dir., Community Relations & Spec. Programs	588
	Director of Library Plng. & Bldg. Programs	588
	Director, Urban Progress Center	588
	Director, Water Quality Surveillance	588
	Director of Library Data Process	588
	Director of Library Facilities & Equipment	588
	Director of P. H. Social Service	588
	Director of Water Purification Laboratories	588

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Engineer of Sanitation	588
	Engineer, Electrical Construction	588
	Supervising Physician	588
	Supervisor of Auditing	588
	Transportation Engineer	588
	Underwriting Specialists	588
	Assistant Superintendent - Sewer Cleaning	571
	Chief Fire Alarm Operator	571
	Deputy City Clerk	571
	Director, History & Architectural Landmarks	571
	Zoning Administrator	571
	Chief Supervisor, Operations	571
	Director, Comm. Service Intervention	571
	Regional Library Director	571
	Supervising Engineer	571
	Supervisor of Programs - CETA	571
	Supervising Architect	571
	Coordinating Engineer I	568
	Coordinating Planner I	568
	Director of Operation & Information Services	568
	Director of Research	568
	Engineer of Structural Design	568
	Engineer of Traffic Planning	568
	Fiscal Administrator	568
	Assistant to City Comptroller	568

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	Bridge Design Engineer	568
	Bridge Planning Engineer	568
	Coord. of Alcoholism Rehabilitation Services	568
	Director, Information Services	568
	Director, Speech & Hearing Services	568
	Engineer of Operations	568
	Physician Specialist	568
	Sewer Design Engineer	568
	Testing & Inspection Engineer	568
	Admin. Director Mental Health Division	551
	Administrative Engineer of Aviation	551
	Administrator of Research & Planning	551
	Assistant Commissioner - Housing	551
	Deputy Director of Public Safety	551
	Deputy Municipal Reference Librarian	551
	Director of Adult Health Services	551
	Director of Community Resources	551
	Financial Officer	551
	First Deputy Commissioner - Neighborhoods	551
	Principal Operations Research Analyst	551
	Assistant Director, Manpower Division	551
	Chief of Public Information	551
	Deputy Commissioner, Enforcement	551
	Director of Admin. & Fiscal Services	551
	Director of M. H. - Health Inf. & Education	551

<u>CLASS CODE</u>	<u>POSITION/CLASS</u>	<u>TOTAL JOB CONTENT POINTS</u>
	District Chief (LIB)	551
	Fire Surgeon	551
	Psychiatrist	551
	Specialist in Aging IV	551
	Supervisor of Police Social Referral	551
	Water Engineer	551

Appendix B:

<u>CLASS TITLE</u>	<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>CLASS CODE</u>
Caulker	8301	Supervising Sanitary Insp.	2376
Lamp Repairer	5071	Tree Trimmer I	7972
Lineman Helper	5082	Tree Trimmer II	7973
Maintenance Aide III	4236	Diver	7360
Truck Fireman	7395	Glazier	4335
Asbestos Worker	4505	Load Dispatcher	5235
Construction Laborer	9411	Supervisor of Field Svcs. I	7145
Boasting Engineer Apprentice	7631	Water Rate Taker	1061
Automotive Parts Man	7107	Branch Custodian IV	4275
Book	2735	Envir. Sampling & Eqpt. Tech II	2022
Guard	4214	Lead Custodial Worker	4282
Guard Mts.	4218	Water Quality Inspector	2317
Security Guard	4213	Power Trucker	7195
Security Guard I	-	Electrical Surveyman II	5132
Security Guard II	-	Sign Hanger	8263
Security Guard III	-	Supervising Chauffeur	7116
Traffic Control Aide	9112	Supv. of Parking Meter Maint.	7465
Watchman	4265	Equipment Dispatcher	7124
Demolition Inspector	6163	Special Inv. of Elec. Insp.	5163
Supv. of Parking Fac. Insp.	7436	Blacksmith Helper	6601
Environmental Cntrl. Insp. II	2002	Garage Attendant	7165
Laborer-Water Distribution	9407	Maintenance Aide II	4224

<u>CLASS TITLE</u>	<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>CLASS CODE</u>
Machinist Helper	6675	Window-Washer	4285
Custodian II	3955	Office Property Custodian	0418
Lamp Maintenance Man	5061	Skyway Serviceman	6181
Supv. Attend.-O'Hare Prk. Gar.	7162	Assistant Cook	2733
Public Vehicle Inspector	1274	Hydrant Inspector	8311
Sanitary Inspector	2374	Marble Cleaner	4252
Boiler Washer	7705	Food Service Worker	2765
Cribkeeper	8307	Traffic Serviceman I	6174
Electrical Instrument Insp.	2405	Water Quality Technician I	6111
Motor Truck Driver	7183	Motor Truck Driver Helper	7181
Property Custodian	4238	Metal Caretaker	4251
Station Engineer	7740	Parking Enfr. Aide	7482
Stationary Fireman	7775	Parking Facility Inspector	7435
Envir. Control Inspector I	2001	Parking Meter Reprmn-in-Charge	7466
Parking Lot Manager	7445	Airport Laborer	9529
Pipe Locating Machine Operator	8325	Food Aide	3961
Landscape Equipment Repairman	7941	Laborer-Bur. of Electricity	9528
Cook - Housekeeper	2943	Maintenance Aide I	4221
Bridgetender	7233	Park Laborer	9530
Gas Meter Inspector	2425	Scowman	7397
Sign Painter Helper	4654	Sewer Laborer	9583
Supv. of Parking Collections	7425	Supv. of Parking Fac. Maint.	7438
Electrical Surveyman I	5131	Asphalt Raker	9461
Chauffeur	7114	Asphalt Smoother	9462
Elevator Starter	4105	Asphalt Tamper	9463

**Approval Given to Mayor's Appointment of
Ms. Casandra Watson as Member of
Personnel Board.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Police, Fire, Personnel and Municipal Institutions deferred and published in the Journal of the Proceedings of July 1, 1981, page 6484 recommending that the City Council pass the proposed appointment of Ms. Casandra Watson as a member of the Personnel Board.

Alderman Burke moved to *Approve* the said appointment.

The motion *Prevailed* by yeas and nays as follows:

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

Nays—None.

**Approval Given to Mayor's Appointment of
Mr. James F. Nolan as Member of
Personnel Board.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Police, Fire, Personnel and Municipal Institutions deferred and published in the Journal of the Proceedings of July 1, 1981, page 6484 recommending that the City Council pass the proposed appointment of Mr. James F. Nolan as a member of the Personnel Board.

Alderman Burke moved to *Approve* the said appointment.

The motion *Prevailed* by yeas and nays as follows:

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

Nays—None.

**Approval Given to Mayor's Appointment of
Mr. Andrew J. McGann as Member of
Personnel Board.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Police, Fire, Personnel and Municipal Institutions deferred and published in the Journal of the Proceedings of July 1, 1981, page 6484 recommending that the City Council pass the proposed appointment of Mr. Andrew J. McGann as a member of the Personnel Board.

Alderman Burke moved to *Approve* the said appointment.

The motion *Prevailed* by yeas and nays as follows:

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

Nays—None.

**Municipal Code of Chicago Amended by Adding New
Chapter 200.5 Imposing "Chicago Service Tax".**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of Proceedings of July 16, 1981, pages 6520-6528, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report to amend the Municipal Code of Chicago by adding a new Chapter 200.5 imposing a "Chicago Service Tax".

Alderman Frost presented an amendment to the proposed ordinance which reads as follows:

SECTION 1. Section 200.5-4 of the Municipal Code of Chicago, as proposed, is hereby amended by adding the language in *Italics* as follows:

(e) purchases of service from any registered pharmacist, which services are directly related to the purchase of prescription medicines and drugs. . . .

SECTION 2. Section 200.5-5 of the Municipal Code of Chicago, as proposed, is hereby amended by deleting the word "adjusted" from number 4 of the items to be listed on the application for a certificate of registration.

SECTION 3. Section 200.5-6 of the Municipal Code of Chicago, as proposed, is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

Where the seller is a corporation, the return filed on behalf of such corporation shall be signed by the president, vice-president, secretary or treasurer, [or] by the properly accredited agent of such corporation[.], *the chief executive officer or highest ranking manager.*

Except as provided in this Section, the seller filing the return under this Section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this Chapter less a discount of 2% or \$5 per calendar year, whichever is greater, which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, remitting the tax and supplying data to the Department on request.

[If the tax collector's average monthly liability to the Department under this Chapter exceeded \$5,000 during the preceding 4 complete calendar quarters and the tax collector is not required to make quarter monthly payments under this Section, he shall file a return with the Department for each month by the end of the month during which such liability is incurred. If the Director finds that the information required for the making of an accurate return cannot reasonably be

compiled by a tax collector by the end of the current calendar month for which a return is to be made, he may grant, for a period of one calendar quarter, a continuing one month extension of time for the filing of such returns. The granting of such an extension may be conditioned upon the deposit by a tax collector with the Department of an amount of money not exceeding the average monthly liability of the tax collector to the Department for the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability in such 4 quarter period). Once applicable, the requirement of the deposit shall continue until the tax collector's average monthly liability to the Department during the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability) is less than \$4,500, or until the tax collector's average monthly liability to the Department as computed for each calendar quarter of the preceding 4 complete calendar quarter period is less than \$5000.]

.....

If any such payment or deposit provided for in this Section exceeds the tax collector's present and probable future liabilities under this Chapter, the Department [may] shall issue to the taxpayer no later than 60 days after date of payment a credit memorandum, which may be submitted by the tax collector to the Department in payment of liability subsequently to be remitted by the tax collector to the Department or be assigned by the tax collector to a similar tax collector under this Chapter, in accordance with reasonable rules and regulations to be prescribed by the Department.

.....

The [tax collector shall] Department may require the tax collector to prepare and file with the Department on a form prescribed by the Department within [90 days after the close of] 15 days after filing the State income tax return for his fiscal year an annual information return for such fiscal year. Such annual return to the Department shall include a statement of receipts as shown by the retailer's last State income tax return. If the total receipts of the business as reported in the State income tax return do not agree with the receipts reported to the Department for the same period, the retailer shall attach to his annual return a schedule showing a reconciliation of the 2 amounts and the reasons for the difference. The retailer's annual return to the Department shall also disclose any additional reasonable information which the Department deems would be helpful in determining the accuracy of the quarter-monthly, monthly, quarterly or annual returns filed by such seller as provided for in this Section. The provisions of this Section concerning the filing of an annual information return do not apply to a retailer who is not required to file an income tax return with the United States Government.

.....

The president, vice-president, secretary or treasurer, chief executive officer, proprietor, owner or highest ranking manager shall sign any return required to be filed under this Section to certify the accuracy of the information contained therein. Any person who wilfully signs any such return containing false or inaccurate information shall be guilty of a violation of this Chapter and punished accordingly. The return forms prescribed by the Department shall include a warning that the person signing such return may be liable for a penalty as provided by this Chapter.

Alderman Frost moved to *Suspend the Rules Temporarily* for the purpose of allowing the City Comptroller and Corporation Counsel to answer any questions the Aldermen may have. The motion *Prevailed*.

Alderman Frost then moved that the amendment *do Pass*.

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

Alderman Bloom next presented the following substitute ordinance:

Amending the Chicago Transaction Tax Ordinance
to Create a Transaction Tax on the
Sale of Insurance

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

Section 1. Chapter 200.1 of the Municipal Code of Chicago is amended to add a new Section 200.1-2C in *Italics* as follows:

C. Transaction involving the sale of contract of insurance made after August 1, 1981 wherein either the property to be insured is located in the City of Chicago or at the time of the consummation of the transaction, the Purchaser is a resident of the City of Chicago. The Purchaser of an insurance contract covering a group of insureds which includes persons who are not residents of the City of Chicago shall be deemed to be a resident of Chicago if the principal office of the Purchaser is in the City of Chicago or more than 50% of the persons insured in the group are residents of Chicago.

1. The tax imposed by this Section 200.1-2C shall be 2½% of the premium charged to the Purchaser. If the contract extends for more than one year and premiums are paid on an annual basis the tax shall be imposed each year of the contract on the annual premium.

2. The ultimate incidence of and liability for payment of said tax shall be borne by the Purchaser involved in any such transaction. The tax return herein levied shall be in addition to any and all other taxes. It shall be the duty of the person or persons making or effectuating the sale to pay the tax provided by this Section.

3. The tax herein levied shall be paid by Purchaser of tax stamps from the Department of Finance. It shall be the duty of the person or persons making or effectuating the sale to pay to the City of Chicago the tax provided by this Section. The payment of such tax shall be denoted by an adhesive stamp or stamps affixed to the face of the policy. Any person affixing a revenue stamp shall cancel it in accordance with the provisions of Section 200.15C of this Chapter.

4. At the time the tax is paid, there shall also be presented to the City Comptroller on a form prescribed by him, a declaration signed by the Seller and also signed by at least one of the Purchasers involved in the transaction, or by their attorneys or agents, which declaration shall state the date of the contract, the duration of the contract, the total premium, the annual premium, the address or location of any property insured and the amended address of the Purchaser.

5. The tax imposed by Section 200.1-2C1 shall not apply to purchases of insurance by any governmental body, provided said transaction in each case is accompanied by a certificate setting forth the facts or such other certificate or record as the City Comptroller may require.

Section 2. If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this Chapter which can be given effect

without the invalid application or provision, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. In particular, but without limitation, each provision creating an exception to or an exemption or exclusion from the imposition of the tax is severable. It is hereby declared to be the legislative intent of the City Council that this Ordinance would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

Section 3. This Chapter takes effect on the first day of the first month after its due passage and publication.

Alderman Barnett moved to *Lay the Substitute Ordinance on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuller, Stone—34.

Nays—Aldermen Evans, Bloom, Huels, Sheahan, Kelley, Lipinski, Davis, Marcin, Oberman, Volini, Orr—11.

Alderman Bloom next presented an amendment to the proposed Service Tax ordinance which reads as follows:

Sunset Amendment to Chicago Service Tax Ordinance

The Ordinance creating a new Chapter 200.5 which imposes a 1% Service Tax is amended by adding a new Section 4, to read as follows:

"Section 4. This Chapter shall terminate on December 31, 1984, and the tax imposed hereunder shall no longer remain in effect after that date."

Alderman Barnett moved to *Lay the Amendment on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Axelrod, Schuller, Stone—33.

Nays—Aldermen Bloom, Huels, Sheahan, Kelley, Lipinski, Davis, Rittenberg, Pucinski, Oberman, Merlo, Clewis, Volini, Orr—13.

Alderman Barnett then moved the *Previous Question*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Axelrod, Schuller, Stone—33.

Nays—Aldermen Bloom, Humes, Huels, Sheahan, Kelley, Sherman, Lipinski, Marcin, Pucinski, Oberman, Merlo, Clewis, Volini, Orr—14.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Merlo, Schuller, Stone—31.

Nays—Aldermen Bloom, Bertrand, Humes, Huels, Sheahan, Kelley, Stemberk, Lipinski, Davis, Marcin, Pucinski, Oberman, Clewis, Axelrod, Volini, Orr—16.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 200.5 is added to the Municipal Code of Chicago to read in Italics as follows:

Chapter 200.5. Chicago Service Tax

Section 200.5-1. This Chapter shall be known and may be cited as the Chicago Service Tax. The tax herein imposed is in addition to all other taxes imposed by the City of Chicago, State of Illinois, or by any other municipal corporation or political subdivision thereof.

Section 200.5-2. For the purposes of this Chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this Section:

"Sale" means any provision of a service to a purchaser for a valuable consideration, but shall not include provision of a service by an employee to an employer.

"Purchase" means any acquisition or receipt of a service (other than the provision of service by an employee to an employer) for a valuable consideration.

"Purchaser" means any person who, through a purchase acquires or receives a service for a valuable consideration.

"Selling price", "purchase price" or the "amount of sale" means the consideration for a sale or purchase valued in money whether received in money or otherwise, including cash, credits, property, other than as hereinafter provided, and services, determined without any deduction on account of the cost of the service sold, the cost of materials used labor or service cost or any other expense whatsoever, and shall include consideration for the retail sale or purchase of tangible personal property incidental to such sale or purchase of service except to the extent such consideration constitutes cost price taxable under the City of Chicago Municipal Service Occupation Tax or selling price taxable under the Chicago Sales Tax imposed under Chapter 200.6 of the Municipal Code of Chicago, but shall not include charges that are added to the price by the seller on account of the tax liability under this Chapter or on account of a tax liability imposed under any other Chapter or any law of the State of Illinois upon or in connection with such sale or purchase, and shall not include consideration for the sale or purchase of services incidental to the sale of tangible personal property to the extent such consideration constitutes selling price taxable under the Chicago Sales Tax imposed under Chapter 200.6 of the Municipal Code of Chicago.

"Receipts" from sales of service with respect to any period of time means the aggregate purchase price, selling price or amount of sale, as hereinbefore defined, received by a seller during

such period of time. In the case of charge and time sales, receipts include consideration only as and when payments are received by the seller.

"Seller" means any person who, through a sale, provides service for a valuable consideration.

"Tax collector" means a seller engaged in the business of selling service in the City as provided in Section 200.5-5.

"City" means the City of Chicago, Illinois.

"Department" means the Department of Finance of the City.

"Director" means the City Comptroller.

"Person" means any natural individual, firm, society, foundation, institution, partnership, association, joint stock company, joint adventure, public or private corporation, or a receiver, executor, trustee, conservator or other representative appointed by order of any court.

Section 200.5-3. Except as provided in Section 200.5-4, a tax is imposed upon each purchaser who purchases service in the City after July 31, 1981, at the rate of 1% of the purchase price of such service. A purchase of service is in the City if either (a) the purchaser is in the City at the time the service is provided, or (b) the seller is in the City at the time the service is provided, and (c) the service is substantially performed, rendered, provided, received or used in the City. A service shall be deemed substantially performed, rendered or provided in the City if 50% or more of the work performed or of the cost incurred by the seller in connection therewith occurs within the City; a service shall be deemed substantially received or used in the City if 50% or more of the benefits thereof are realized by the purchaser in the City. The tax imposed hereunder and the obligation to pay the same is upon the purchaser. The tax shall be collected from the purchaser by the seller and remitted to the City as provided herein. The seller shall be liable to the City for the amount of tax he is required to collect. The failure of the seller to collect the tax shall not excuse or release the purchaser from his obligation to pay the tax.

If any seller collects an amount (however designated) which purports to constitute taxes measured by receipts which are not subject to such tax, or if any seller in collecting an amount (however designated) which purports to constitute taxes measured by receipts which are subject to tax under this Chapter, collects more from the purchaser than the actual tax liability on the transaction, the purchaser shall have a legal right to claim a refund of such amount from such seller. However, if such amount is not refunded to the purchaser for any reason, the seller is liable to pay such amount to the Department. This paragraph does not apply to an amount collected by the seller on receipts which are subject to tax under this Chapter as long as such collection is made in compliance with the tax collection brackets prescribed by the Department in its rules and regulations.

Section 200.5-4. The following transactions shall not be subject to the tax imposed by this Chapter:

(a) purchases of service in interstate commerce or which otherwise may not, under the Constitution or statutes of the United States or the Constitution or laws of the State of Illinois, be made the subject of taxation by the City;

(b) purchases of service by (i) any governmental body or (ii) any person organized and operated exclusively for charitable, religious or educational purposes;

(c) purchases of service from any governmental body or from persons organized and operated exclusively for religious or educational purposes; and

(d) purchases of service from sellers of services who are persons authorized to be taxed pursuant to Section 8-11-2 of the Illinois Municipal Code.

(e) purchases of service from any registered pharmacist, which services are directly related to the purchase of prescription medicines and drugs.

Provided that the foregoing service tax shall not apply to the commodity or security business and no transaction tax shall, for a period of ten years from the effective date of this ordinance, be imposed upon any transaction upon a futures exchange designated by the Commodity Futures Trading Commission or a securities exchange regulated by the Securities and Exchange Commission.

Section 200.5-5. Each person engaged in the business of selling service in the City which subjects the purchaser to the tax imposed hereunder shall obtain a certificate of registration as a service tax collector from the Department no later than 30 days after commencing such business or 30 days after the effective date of this Chapter, whichever occurs later.

The isolated or occasional sale of service by a person who does not hold himself out as being engaged (or who does not habitually engage) in selling such service does not constitute engaging in a business of selling such service within the meaning of this Chapter.

A person whose activities are organized and conducted primarily as a not-for-profit service enterprise, and who engages in selling service (whether to the public or merely to members and their guests) is engaged in the business of selling service with respect to such transactions, excepting only a person organized and operated exclusively for charitable, religious or educational purposes either (1), to the extent of sales by such person to its members, students, patients or inmates of service to be used primarily for the charitable, religious or educational purposes of such person, or (2), to the extent of sales by such person of services which are not sold or offered for sale by persons organized and operated for other purposes. The provisions of this paragraph shall not apply to occasional socials or similar activities of a person organized and operated exclusively for charitable, religious or educational purposes, whether or not such activities are open to the public.

Application for a certificate of registration shall be made to the Department upon forms furnished by it. Each such application shall be signed and verified by the applicant or a properly accredited agent, which in the case of a corporation shall include the president, any vice president, the secretary or treasurer or some other properly accredited agent and shall state: (1) The name of the applicant; (2) his residence address and the address of his principal place of business; (3) the address of the principal place of business from which he engages in the business of selling service in this City and the addresses of all other places of business, if any (enumerating such addresses, if any, in a separate list attached to and made a part of the application), from which he engages in the business of selling service in this City; (4) the applicant's gross income as last reported to the Illinois Department of Revenue; (5) the applicant's estimated receipts from sales

of service for the current calendar year; and (6) such other information as the Department may reasonably require.

Every applicant for a certificate of registration hereunder shall, within 30 days after he commences to engage in the business of selling service, furnish a bond from a surety company authorized to do business in the State of Illinois, or a bond signed by 2 personal sureties who have filed with the Department sworn statements disclosing net assets equal to at least 3 times the amount of the bond to be required of such applicant or a bond secured by an assignment of a bank account or certificate of deposit, stocks or bonds, conditioned upon the applicant paying to the City all moneys becoming due under this Chapter. The Department shall fix the amount of such security in each case, taking into consideration the amount of money expected to become due from the applicant under this Chapter. The amount of security required by the Department shall be such as, in its opinion, will protect the City against failure to pay the amount which may become due from the applicant under this Chapter, but the amount of the security required by the Department shall not exceed three times the amount of the applicant's average monthly tax collection and remission liability, or \$50,000.00, whichever amount is lower. No certificate of registration under this Chapter shall be issued by the Department until the applicant provides the Department with satisfactory security as herein provided for. The Department may waive the furnishing of a bond until January 1, 1982.

Upon receipt of the application for a certificate of registration in proper form, and upon approval by the Department of the security furnished by the applicant, the Department shall issue to such applicant a certificate of registration.

If the person so registered states that he operates other places of business from which he engages in the business of selling service in this City, the Department shall furnish him with a sub-certificate of registration for each such place of business. All sub-certificates of registration shall bear the same registration number as that appearing upon the certificate of registration to which such sub-certificates relate.

Where the same person engages in 2 or more businesses of selling service in this City, which businesses are substantially different in character or engaged in under different trade names or engaged in under other substantially dissimilar circumstances (so that it is more practicable, from an accounting, auditing or bookkeeping standpoint, for such business to be separately registered), the Department may require or permit such person (subject to the same requirements concerning the furnishing of security as those that are provided for hereinbefore in this Section as to each application for a certificate of registration) to apply for and obtain a separate certificate of registration for each such business or for any of such businesses, under a single certificate of registration supplemented by related sub-certificates of registration.

With respect to security other than bonds (upon which the Department may sue in the event of a forfeiture), if the tax collector fails to pay, when due, any amount whose payment such security guarantees, the Department shall, after such liability is admitted by the tax collector or established by the Department through the issuance of a final assessment that has become final under the law, convert the security which that tax collector has furnished into money for the City after first giving the tax collector at least 10 days' written notice, by registered or certified mail, to pay the liability or forfeit such security to the Department. If the security consists of stocks or bonds or other securities which are listed on a public exchange,

the Department shall sell such securities through such public exchanges. If the security consists of a bank certificate of deposit, the Department shall convert the security into money by demanding and collecting the amount of such bank certificate of deposit from the bank which issued such certificate. If the security consists of a type of stocks or other securities which are not listed on a public exchange, the Department shall sell such security to the highest and best bidder after giving at least 10 days' notice of the date, time and place of the intended sale by publication in a daily newspaper of general circulation in the City. If the Department realizes more than the amount of such liability from the security, plus the expenses incurred by the Department in converting the security into money, the Department shall pay such excess to the tax collector who furnished such security and the balance shall be paid into the Corporate Fund of the City.

Section 200.5-6. Except as provided in this Section, on or before the last day of each calendar month, every person engaged in the business of selling service in this City during the preceding calendar month shall file a return with the Department, stating:

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

If the seller's average monthly liability to the Department does not exceed \$1,000, the Department may authorize his returns to be filed on a quarter annual basis, with the return for January, February and March of a given year being due by April 30 of such year; with the return for April, May and June of a given year being due by July 31 of such year; with the return for July, August and September of a given year being due by October 31 of such year and with the return for October, November and December of a given year being due by January 31 of the following year.

If the seller's average monthly liability with the Department does not exceed \$250, the Department may authorize his returns to be filed on an annual basis, with the return for a given year being due by January 31 of the following year.

Such quarter annual and annual returns, as to form and substance, shall be subject to the same requirements as monthly returns.

Notwithstanding any other provision in this Chapter concerning the time within which a seller may file his return, in the case of any seller who ceases to engage in a kind of business

which makes him responsible for filing returns under this Chapter, such seller shall file a final return under this Chapter with the Department not more than one month after discontinuing such business.

Where the same person has more than one business registered with the Department under separate registrations under this Chapter, such person may not file each return that is due as a single return covering all such registered businesses but shall file separate returns for each such registered business.

Refunds to purchasers made by the seller during the preceding return period shall be allowed as a deduction under subdivision 5, in case the seller had theretofore included the receipts from the sale of such services in a return filed by him and had remitted the tax imposed by this Chapter with respect to such receipts.

Where the seller is a corporation, the return filed on behalf of such corporation shall be signed by the president, vice-president, secretary or treasurer by the properly accredited agent of such corporation the chief executive officer or highest ranking manager.

Except as provided in this Section, the seller filing the return under this Section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this Chapter less a discount of 2% or \$5 per calendar year, whichever is greater, which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns remitting the tax and supplying data to the Department on request.

All such deposits shall be credited against the tax collector's liabilities under this Chapter.

If the tax collector's average monthly liability to the Department under this Chapter was \$25,000 or more during the preceding 4 complete calendar quarters, he shall file a return with the Department each month by the end of the month next following the month during which such liability is incurred and shall make payments to the Department on or before the 7th, 15th, 22nd and last day of the month during which such liability is incurred in an amount equal to $\frac{1}{4}$ of the tax collector's actual liability for the month or an amount set by the Department not to exceed $\frac{1}{4}$ of the average monthly liability of the tax collector to the Department for the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability in such 4 quarter period). The amount of such quarter monthly payments shall be credited against the final tax liability on the tax collector's return for that month. Once applicable, the requirement of the making of quarter monthly payments to the Department shall continue until such tax collector's average monthly liability to the Department during the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability) is less than \$9,000, or until such tax collector's average monthly liability to the Department as computed for each calendar quarter of the 4 preceding complete calendar quarter period is less than \$10,000. If any such quarter monthly payment is not paid at the time or in the amount required by this Section, then the 2% tax collector's discount shall be reduced by 2% of the difference between the minimum amount due as a payment and the amount of such quarter monthly payment actually and timely paid, except insofar as the tax collector has previously made payments for that month to the Department in excess of the minimum payments previously due as provided in this Section. The Department shall make reasonable rules and regulations to govern the

quarter monthly payment amount and quarter monthly payment dates for tax collectors who file on other than a calendar monthly basis.

Notwithstanding the foregoing provisions of this Section, for the first 12 month period this tax is in effect the Department may estimate what the amount of liability from any tax collector would have been for prior periods if the tax hereunder had been in effect for such periods and direct the frequency of remittance of the tax and filing of returns in accordance with the provisions of this Section on the basis of such estimates.

If any such payment or deposit provided for in this Section exceeds the tax collector's present and probable future liabilities under this Chapter, the Department shall issue to the taxpayer a credit memorandum, which may be submitted no later than 60 days after date of payment by the tax collector to the Department in payment of liability subsequently to be remitted by the tax collector to the Department or be assigned by the tax collector to a similar tax collector under this Chapter in accordance with reasonable rules and regulations to be prescribed by the Department.

Any deposit previously made by a tax collector who is required to make quarter monthly payments under this Chapter shall be applied against the tax collector's liability to the Department under this Chapter for the month preceding the first month in which the tax collector is required to make such quarter monthly payments. If the deposit exceeds that liability, the Department may issue the tax collector a credit memorandum for the excess.

The money received by the Department under the provisions of this Chapter shall be deposited in the Corporate Fund of the City.

The Department may require the tax collector to prepare and file with the Department on a form prescribed by the Department within 15 days after filing the State income tax return for his fiscal year an annual information return for such fiscal year. Such annual return to the Department shall include a statement of receipts as shown by the seller's last State income tax return. If the total receipts of the business as reported in the State income tax return do not agree with the receipts reported to the Department for the same period, the seller shall attach to his annual return a schedule showing a reconciliation of the 2 amounts and the reasons for the difference. The seller's annual return to the Department shall also disclose any additional reasonable information which the Department deems would be helpful in determining the accuracy of the quarter-monthly, monthly, quarterly or annual returns filed by such seller as provided for in this Section. The provisions of this Section concerning the filing of an annual information return do not apply to a seller who is not required to file an income tax return with the United States Government.

If the annual information return required by this Section is not filed when and as required, the tax collector shall be liable for a penalty equal to $\frac{1}{6}$ of 1% of the amount due from such tax collector under this Chapter during the period to be covered by the annual return for each month or fraction of a month until such return is filed as required, the penalty to be assessed and collected in the same manner as any other penalty provided for in this Chapter.

The president, vice-president, secretary or treasurer, chief executive officer, proprietor, owner or highest ranking manager shall sign any return required to be filed under this Section to certify the accuracy of the information contained therein. Any person who willfully signs any such return containing false or inaccurate information shall be guilty of a violation of this Chapter and

punished accordingly. The return forms prescribed by the Department shall include a warning that the person signing such return may be liable for a penalty as provided by this Chapter.

Any person engaged in the business of selling service as a concessionaire or other type of seller at art shows, flea markets and similar exhibitions or events, may be required to make a daily report of the amount of such sales to the Department and to make a daily payment of the full amount of tax due. The Department shall impose this requirement when it finds that there is a significant risk of loss of revenue to the City at such an exhibition or event. Such a finding shall be based on evidence that a substantial number of concessionaires or other sellers who are not residents of Chicago will be engaging in the business of selling service at the exhibition or event, or other evidence of a significant risk of loss of revenue to the City. The Department shall notify concessionaires and other sellers affected by the imposition of this requirement. In the absence of notification by the Department, the concessionaires and other sellers shall file their returns as otherwise required in this Section.

Section 200.5-7. In case any person engaged in the business of selling service fails to file a return when and as herein required, but thereafter, prior to the Department's issuance of a notice of tax liability under this Section, files a return and pays the tax, he shall also pay a penalty of 5% of the amount of the tax.

In case any person engaged in the business of selling service files the return at the time required by this Chapter but fails to pay the tax, or any part thereof, when due, a penalty of 5% of the amount of the tax unpaid when due shall be added thereto.

In case any person engaged in the business of selling service fails to file a return when and as herein required, but thereafter, prior to the Department's issuance of a notice of tax liability under this Section, files a return but fails to pay the entire tax, a penalty of 5% of the full amount of tax shown by such return shall be added thereto.

In case any person engaged in the business of selling a service fails to file a return, the Department shall determine the amount of tax due from him according to its best judgment and information, which amount so fixed by the Department shall be prima facie correct and shall be prima facie evidence of the correctness of the amount of tax due, as shown in such determination. In making any such determination of tax due, it shall be permissible for the Department to show a figure that represents the tax due for any given period of 6 months instead of showing the amount of tax due for each month separately. Proof of such determination by the Department may be made at any hearing before the Department or in any legal proceeding by a reproduced copy of the Department's record relating thereto in the name of the Department under the certificate of the Director. Such reproduced copy shall, without further proof, be admitted into evidence before the Department or in any legal proceeding and shall be prima facie proof of the correctness of the amount of tax due, as shown therein. The Department shall issue the tax collector a notice of tax liability for the amount of tax claimed by the Department to be due, together with a penalty of 20% thereof.

However, where the failure to file any tax return required under this Chapter on the date prescribed therefor (including any extensions thereof), is due to reasonable cause the penalties imposed by this Chapter shall not apply.

In case of failure to pay the tax, or any portion thereof, or any penalty provided for in this Chapter, or interest, when due, the Department may bring suit against the tax collector or the pur-

chaser to recover the amount of such tax or portion thereof, or penalty or interest; or, if the tax collector or purchaser has died or become incompetent, may file a claim therefor against his estate; provided that no such suit with respect to any tax, or portion thereof or penalty, or interest shall be instituted more than 2 years after the date any proceedings in court for review thereof have terminated or the time for the filing of such proceedings has expired without such proceedings being instituted, except with the consent of the person from whom such tax or penalty or interest is due; nor, except with such consent, shall such suit be instituted more than 2 years after the date any return is filed with the Department in cases where the return constitutes the basis for the suit for unpaid tax, or portion thereof, or penalty provided for in this Chapter, or interest; provided that the time limitation period on the Department's right to bring any such suit shall not run during any period of time in which the order of any court has the effect of enjoining or restraining the Department from bringing such suit.

The collection of tax or penalty or interest by any means provided for herein shall not be a bar to any prosecution under this Chapter.

In addition to any penalty provided for in this Chapter any amount of tax which is not paid when due shall bear interest at the rate of 2% per month or fraction thereof from the date when such tax becomes past due until such tax is paid or a judgment therefor is obtained by the Department; provided, however, that if the time for making or completing an audit of a tax collector's books and records is extended with the tax collector's consent, at the request of and for the convenience of the Department, beyond the date on which the statute of limitations upon the issuance of a notice of tax liability by the Department otherwise would run, no interest shall accrue during the period of such extension.

Section 200.5-8. Every person engaged in the business of selling service in this City shall keep records and books of all sales of service, together with invoices, sales records, copies of bills of sale, inventories prepared as of December 31 of each year or otherwise annually as has been the custom in the specific trade and other pertinent papers and documents. Every person who is engaged in the business of selling service in this City and who, in connection with such business, also engages in other activities (including) but not limited to, engaging in a sales of goods occupation) shall keep such additional records and books of all such activities as will accurately reflect the character and scope of such activities and the amount of receipts realized therefrom.

All books and records and other papers and documents which are required by this Chapter to be kept shall be kept in the English language and shall, at all times during business hours of the day, be subject to inspection by the Department or its duly authorized agents and employees.

To support deductions made on the tax return form, or authorized under this Chapter, on account of receipts from isolated or occasional sales of service, on account of receipts from sales to governmental bodies or other exempted types of purchasers, on account of receipts from purchases of service in interstate commerce, and on account of receipts from any other kind of transaction that is not taxable under this Chapter, entries in any books, records or other pertinent papers or documents of the tax collector in relation thereto shall be in detail sufficient to show the name and address of the tax collector's customer in each such transaction, the character of every such transaction, the date of every such transaction, the amount of receipts realized from every such transaction and such other informa-

tion as may be necessary to establish the non-taxable character of such transaction under this Chapter.

It shall be presumed that all purchases of service are subject to tax under this Chapter until the contrary is established, and the burden of proving that a transaction is not taxable hereunder shall be upon the person who would be required to pay the tax or remit the tax to the Department if such transaction is taxable. In the course of any audit or investigation or hearing by the Department with reference to a given tax collector or purchaser, if the Department finds that such person lacks documentary evidence needed to support the claim that no tax is due hereunder, the Department is authorized to notify such person in writing to produce such evidence, and such person shall have 60 days subject to the right of the Department to extend this period either on request for good cause shown or on its own motion from the date when such notice is sent by certified or registered mail (or delivered if the notice is served personally) in which to obtain and produce such evidence for the Department's inspection, failing which the matter shall be closed, and the transaction shall be conclusively presumed to be taxable hereunder.

Books and records and other papers reflecting receipts received during any period with respect to which the Department is authorized to issue notices of tax liability as provided by Sections 200.5-7 and 200.5-8 of this Chapter shall be preserved until the expiration of such period unless the Department, in writing, shall authorize their destruction or disposal prior to such expiration.

Section 200.5-9. It shall be the duty of the Department to collect and receive the tax imposed by this Chapter. The Department shall keep an accurate and separate account of all such tax payments received by it showing the name and address of the person remitting the tax and the date of each payment. The Director is hereby empowered to adopt and promulgate, and to enforce, rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of the Chapter, including provisions for re-examination, correction and amendment of all returns. The Director, or any agent or employee designated in writing by him, is hereby authorized to examine the books, papers and records of any tax collector during regular business hours, in order to verify the accuracy of any return made, or if no return was made, to ascertain the tax imposed by this Chapter.

Section 200.5-10. A. Whenever it appears to a person paying or remitting the tax that an amount of tax, interest or penalty has been paid in error to the Department by him, whether such amount be paid through a mistake of fact or an error of law, not later than three (3) years from the date upon which such payment was made, such person may file a claim for credit or refund with the Department on forms provided by said Department for that purpose.

B. Any credit or refund that is allowed under this Section shall bear interest at the rate of one-half of one percent ($\frac{1}{2}\%$) per month, or any fraction thereof, from the date when the erroneous payment for which credit or refund is being allowed was made to the Department, until a credit memorandum is issued or a refund is paid.

C. A claim for credit or refund shall be considered to have been filed with the Department on the date upon which it is received by the

Department, and receipt of any claim for credit filed under this Section shall be acknowledged by the Director or any designated person on his behalf, said receipt to describe the claim in sufficient detail as to identify it, and to state the date upon which the claim was received by the Department.

D. As soon as practicable after a claim for credit or refund is filed, the Director, or his designate, shall examine the same and determine the amount of credit or refund due, if any, and shall issue a Notice of Tentative Determination of Claim and notify the claimant of such determination. If the claimant disagrees with the determination, he shall file a protest and challenge thereto within 20 days after the date of Notice of Tentative Determination of Claim has been mailed to him. Upon receipt of such protest within the 20 days allowed, the Director, or his designate, shall fix the time and place for a hearing thereon, giving notice to the claimant thereof, not less than 7 days prior thereto. At any hearing held as herein provided, the Tentative Determination of Claim shall be prima facie correct and the burden shall be upon the claimant to prove that it is incorrect. Upon the conclusion of the hearing, a decision shall be made by the Director and notice thereof given to the claimant. In the event no protest or challenge to the Tentative Determination of Claim is filed within the 20 day period hereinabove set forth, said notice shall thereafter become and operate as a final determination.

E. The Director may in his discretion issue a letter of credit to a claimant who may be able to use said credit in the foreseeable future, or a refund certificate in lieu of a credit memorandum on application by a person who cannot use said credit, or sell or assign the same. Refund certificates shall be numbered serially as they are issued and shall be paid in the order of their issuance from funds that are appropriated to the Department for that purpose.

Section 200.5-11. A. If it shall appear to the Director that any person has violated any provision of this Chapter or any rule or regulation promulgated hereunder, or if the amount of any tax payment is incorrect in that it does not include all taxes payable for such calendar quarter or period, or if the Director shall find that the collection of any taxes which have accrued but are not yet due will be jeopardized by delay, and declares said taxes to be immediately due and payable, or if it shall appear to the Director that he has made any final assessment which did not include taxes payable for the periods involved, or if it appears to the Director that any person has, by reason of any act or omission or by operation of law, become liable for the payment of any taxes, interest or penalties not originally incurred by him, the Director may in any of the above events determine and assess the amount of such taxes or deficiency, as the case may be, together with the interest and penalties due and unpaid, and immediately serve notice upon such person of such determination and assessment and make a demand for payment of the tax together with interest and penalties thereon. If the person incurring any such liability has died, such assessment may at the discretion of the Director be made against his personal representative. Such determination and assessment by the Director shall be final at the expiration of 20 days from the date of the service of such written notice thereof and demand for payment, unless such person shall have filed with the Director a written protest and a petition for a hearing, specifying its objections thereto. Upon the receipt of such petition within the 20 days allowed, the Director shall fix the time and place for a hearing and shall notify the petitioner thereof. The Director may amend his determination and as-

assessment at any time before it becomes final. In the event of such amendment the person affected shall be given notice thereof and an opportunity to be heard in connection therewith. At any hearing held as herein provided, the determination and assessment that has been made by the Director shall be prima facie correct and the burden shall be upon the protesting person to prove that it is incorrect. Upon the conclusion of such hearing a decision shall be made by the Director either canceling, increasing, modifying or affirming such determination or assessment and notice thereof given to the petitioner. Such notice shall contain a statement by the Director of the cost of the certification of the record computed at the rate of 5 cents per 100 words, which cost shall be charged to the petitioner if the determination or assessment is affirmed. The record shall consist of the notices and demands caused to be served by the Director, the original determination and assessment of the Director, the written protest and petition for hearing, the testimony introduced at such hearing, the exhibits produced at such hearing, or certified copies thereof, the decisions of the Director and such other documents in the nature of pleadings filed in the proceeding.

B. Whenever any person shall fail to pay any tax as herein provided, the Corporation Counsel shall, upon the request of the Department, bring or cause to be brought an action to enforce the payment of said tax on behalf of the City of Chicago in any court of competent jurisdiction.

C. If the Mayor, after hearings held by or for him, shall find that any person has willfully evaded payment or collection and remittance of the tax imposed by this Chapter, he may suspend or revoke all City licenses held by such tax evader. Said person shall have an opportunity to be heard at such hearing to be held not less than 7 days after notice is given to him of the time and place of the hearing to be held, addressed to him at his last known place of business. Pending notice, hearing and finding, any license issued by the City of Chicago possessed by said person may be temporarily suspended. Any suspension or revocation of any license shall not release or discharge said person from his civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 200.5-12. For the purpose of administering and enforcing the provisions of this Chapter, the Department, or any officer or employee of the Department designated, in writing, by the Director thereof, may hold investigations and hearings concerning any matters covered by this Chapter and may examine any books, papers, records or memoranda bearing upon the sales or purchases of services of any such person, and may require the attendance of such person or any officer or employee of such person, or of any person having knowledge of such business, and may take testimony and require proof for its information. In the conduct of any investigation or hearing, neither the Department nor any officer or employee thereof shall be bound by the technical rules of evidence, and no informality in any proceeding, or in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made or approved or confirmed by the Department. The Director, or any officer or employee of the Department authorized by the Director thereof, shall have power to administer oaths to such persons. The books, papers, records and memoranda of the Department, or parts thereof, may be proved in any hearing, investigation, or legal proceeding by a reproduced copy thereof under the certificate of the Director. Such reproduced copy shall, without further proof, be admitted into evidence before the Department or in any legal proceeding.

Section 200.5-13. No person shall be excused from testifying or from producing any books, papers, records or memoranda in any investigation or upon any hearing, when ordered to do so by the Department or any officer or employee thereof, upon the ground that the testimony or evidence, documentary or otherwise, may tend to incriminate him or subject him to a criminal penalty, but no person shall be prosecuted or subjected to any criminal penalty, for or on account of, any transaction made or thing concerning which he may testify or produce evidence, documentary or otherwise, before the Department or an officer or employee thereof; provided, that such immunity shall extend only to a natural person who, in obedience to a subpoena, gives testimony under oath or produces evidence, documentary or otherwise, under oath. No person so testifying shall be exempt from prosecution and punishment for perjury committed in so testifying.

Section 200.5-14. The Department or any officer or employee of the Department designated, in writing, by the Director, shall at its or his own instance, or on the written request of any other party to the proceeding, issue subpoenas requiring the attendance of and the giving of testimony by witnesses, and subpoenas duces tecum requiring the production of books, papers, records or memoranda. All subpoenas and subpoenas duces tecum issued under the terms of this Chapter may be served by any person of full age. The fees of witnesses for attendance and travel shall be the same as the fees of witnesses before the circuit court of this State; such fees to be paid when the witness is excused from further attendance. When the witness is subpoenaed at the instance of the Department or any officer or employee thereof, such fees shall be paid in the same manner as other expenses of the Department and when the witness is subpoenaed at the instance of any other party to any such proceeding the Department may require that the cost of service of the subpoena or subpoena duces tecum and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the Department, in its discretion, may require a deposit to cover the cost of such service and witness fees. A subpoena or subpoena duces tecum issued as aforesaid shall be served in the same manner as a subpoena issued out of a court.

Any circuit court of this State, or any judge thereof, upon the application of the department or any officer or employee thereof, or upon the application of any other party to the proceeding, may, in its or his discretion, compel the attendance of witnesses, the production of books, papers, records or memoranda and the giving of testimony before the Department or any officer or employee thereof conducting an investigation or holding a hearing authorized by this Chapter, by an attachment for contempt, or otherwise, in the same manner as production of evidence may be compelled before said court.

The Department or any officer or employee thereof, or any other party in an investigation or hearing before the Department, may cause the depositions of witnesses to be taken in the manner prescribed by law for like depositions in civil actions in courts of this State, and to that end compel the attendance of witnesses and the production of books, papers, records or memoranda.

Section 200.5-15. All information received by the Department from returns filed under this Chapter, or from any investigation conducted under this Chapter, shall be confidential, except for official purposes, and any person who divulges any such information in any manner, except in accordance with a proper judicial order or as

otherwise provided by law, shall be punished by a jail sentence not to exceed six months or a fine not to exceed \$500, or both.

Nothing in this Chapter prevents the Director from publishing or making available to the public the names and addresses of persons filing returns under this Chapter or reasonable statistics concerning the operation of the tax by grouping the contents of returns so the information in any individual return is not disclosed.

Nothing in this Chapter prevents the Director from divulging to the United States Government or the government of any state, or any officer or agency thereof, for exclusively official purposes, information received by the Department in administering this Chapter, provided that such other governmental agency agrees to divulge requested tax information to the Department.

The Department's furnishing of information derived from a tax collector's return or from an investigation conducted under this Chapter to the surety on a tax collector's bond that has been furnished to the Department under this Chapter, in order to support the Department's demand for payment from such surety under the bond, is an official purpose within the meaning of this Section.

The furnishing upon request of information obtained by the Department from returns filed under this Chapter or investigations conducted under this Chapter to the Liquor Control Commissioner for official use is deemed to be an official purpose within the meaning of this Section.

The furnishing upon request of the City's auditor or his authorized agents, for official use, of returns filed and information related thereto under this Chapter is deemed to be an official purpose within the meaning of this Section.

Section 200.5-16. Whenever notice is required by this Chapter such notice may be given by United States registered or certified mail, addressed to the person concerned at his last known address, and proof of such mailing shall be sufficient for the purposes of this Chapter. Notice of any hearing provided for by this Chapter shall be so given not less than 7 days prior to the day fixed for the hearing. Following the initial contact of a person represented by an attorney, the Department shall not contact the person concerned but shall only contact the attorney representing the person concerned.

All hearings provided for in this Chapter shall be at the Department's office.

Section 200.5-17. Any officer or employee of any corporation subject to the provisions of this Chapter who has the control, supervision or responsibility of filing returns and making payment of the amount of tax herein imposed and who willfully fails to file such return or to make such payment to the Department shall be personally liable for such amounts, including interest and penalties thereon, in the event that after proper proceedings for the collection of such amounts, as provided in said Chapter, such corporation is unable to pay such amounts to the Department; and the personal liability of such officer or employee as provided herein shall survive the dissolution of the corporation.

Section 200.5-18. Any non-resident of the City who accepts the privilege extended by the laws of the City to non-residents of acting as a seller engaged in the business of selling service in the City as provided in Section 200.5-5 of this Chapter and any resident of the City who incurs liability under this Chapter and who subsequently removes from the City or conceals his where-

abouts, and any person (resident or non-resident) who incurs tax liability under this Chapter as a purchaser in the City and who removes from the City or conceals his whereabouts, shall be deemed thereby to appoint the City Clerk his agent for the service of process or notice in any judicial or administrative proceeding under this Chapter. Such process or notice shall be served by the Department on the City Clerk by leaving, at the office of the City Clerk at least 15 days before the return day of such process or notice, a true and certified copy thereof, and by sending to the taxpayer or tax collector by registered or certified mail, postage prepaid, a like and true certified copy, with an endorsement thereon of the service upon said City Clerk addressed to such taxpayer or tax collector at his last known address.

Service of process or notice in the manner provided for in this Section, under the circumstances specified in this Section, shall be of the same force and validity as if served upon the taxpayer or tax collector personally within the City. Proof of such service upon the taxpayer or tax collector through the City Clerk as his agent and by mailing to the last known address of the taxpayer or tax collector may be made in such judicial or administrative proceeding by the affidavit of the Director, or by his duly authorized representative who made such service, with a copy of the process or notice that was so served attached to such affidavit.

Section 200.5-19. Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this Chapter except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than \$50.00 nor more than \$10,000 for the first offense and not less than \$1,000 nor more than \$100,000 or 5 times the amount of tax imposed, if any, whichever is higher, for the second and each subsequent offense in any 180-day period provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act (Ill. Rev. Stat. 1979, ch. 110, par. 1 et seq.). Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code (Ill. Rev. Stat. 1979, ch. 24, par. 1-2-1.1) and under the provisions of the Illinois Code of Criminal Procedures (Ill. Rev. Stat. 1979, ch. 38, pars. 100-1 et seq.) in a separate proceeding. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation, or permit any such violation to exist after notification thereof.

SECTION 2. If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this Chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. In particular, but without limitation, each provision creating an exception to or an exemption or exclusion from the imposition of the tax is severable. It is hereby declared to be the legislative intent of the City Council that this Ordinance would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 3. This Chapter take effect on the first day of the first month after its due passage and publication.

Municipal Code of Chicago Amended by Adding New Chapter 200.6 Imposing "Chicago Sales Tax".

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, pages 6528-6539, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report to amend the Municipal Code of Chicago by adding new Chapter 200.6 imposing a "Chicago Sales Tax".

Alderman Frost presented an amendment to the proposed ordinance which reads as follows:

SECTION 1. Section 200.6-4 of the Municipal Code of Chicago, as proposed, is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

(k) the use, in this City, of jet fuel delivered to an airport directly by pipeline from outside of Illinois.

"Acquired outside the City", whenever used in this Section, in addition to its usual and popular meaning, includes the delivery, [outside the City] of tangible personal property that is purchased in the City [and delivered from a point in the City] to the point of delivery outside the City.

SECTION 2. Section 200.6-5 of the Municipal Code of Chicago, as proposed, is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

Application for a certificate of registration shall be made to the Department upon forms furnished by it. Each such application shall be signed and verified by the applicant or a properly accredited agent, which in the case of a corporation shall include the president, any vice president, the secretary or treasurer or some other properly accredited agent and shall state: (1) The name of the applicant; (2) his residence address and the address of his principal place of business; (3) the address of the principal place of business from which he engages in the business of selling tangible personal property at retail in the City and the addresses of all other places of business, if any (enumerating such addresses, if any, in a separate list attached to and made a part of the application), from which he engages in the business of selling tangible personal property at retail in the City; (4) *the applicant's most recent gross receipts from the retail sale of tangible personal property whether or not incidental to the sale of service [adjusted gross income] as [last] reported to the Illinois Department of Revenue;* (5) the applicant's estimated receipts from sales of tangible personal property at retail in the City for the current calendar year; and (6) such other information as the Department may reasonably require. If the applicant will sell tangible personal property at retail through vending machines, his application to register shall indicate the number of vending machines to be so operated; and thereafter, he shall notify the Department by January 31 of the number of vending machines which such person was using in his business of selling tangible personal property at retail on the preceding December 31. . . .

SECTION 3. Section 200.6-6 of the Municipal Code of Chicago, as proposed, is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

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

Where the retailer is a corporation, the return filed on behalf of such corporation shall be signed by the president, vice-president, secretary or treasurer, [or] by the properly accredited agent of such corporation[.], *the chief executive officer or highest ranking manager.*

Except as provided in this Section, the retailer filing the return under this Section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this Chapter less a discount of 2% or \$5 per calendar year, whichever is greater, which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, remitting the tax and supplying data to the Department on request.

[If the tax collector's average monthly liability to the Department under this Chapter exceeded \$5,000 during the preceding 4 complete calendar quarters and the tax collector is not required to make quarterly monthly payments under this Section, he shall file a return with the Department for each month by the end of the month during which such liability is incurred. If the Director finds that the information required for the making of an accurate return cannot reasonably be compiled by a tax collector by the end of the current calendar month for which a return is to be made, he may grant, for a period of one calendar quarter, a continuing one month extension of time for the filing of such returns. The granting of such an extension may be conditioned upon the deposit by a tax collector with the Department of an amount of money not exceeding the average monthly liability of the tax collector to the Department for the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability in such 4 quarter period). Once applicable, the requirement of the deposit shall continue until the tax collector's average monthly liability to the Department during the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability) is less than \$4,500, or until the tax collector's average monthly liability to the Department as computed for each calendar quarter of the preceding 4 complete calendar quarter periods is less than \$5,000.]

If any such payment or deposit provided for in this Section exceeds the tax collector's present and probable future liabilities under this Chapter, the Department [may] *shall* issue to the taxpayer *no later than 60 days after date of payment* a credit memorandum, which may be submitted by the tax collector to the Department in payment of liability subsequently to be remitted by the tax collector to the Department or be assigned by the tax collector to a similar tax collector under this Chapter, in accordance with reasonable rules and regulations to be prescribed by the Department.

The [tax collector shall] *Department may request the tax collector* to prepare and file with the Department on a form prescribed by the Department within [90 days after the close of] *15 days after filing the State income tax return* for his fiscal year an annual information return for such fiscal year. Such annual return to the Department shall include a statement of receipts as shown by the retailer's last State income tax return. If the total receipts of the business as reported in the State income tax return do not agree with the receipts reported to the Department for the same period, the retailer shall attach to his annual return a schedule showing a reconciliation of the 2 amounts and the reasons for the difference. The retailer's annual return to the Department shall also disclose any additional reasonable information which the Department deems would be helpful in determining the ac-

curacy of the quarter-monthly, monthly, quarterly or annual returns filed by such seller as provided for in this Section. The provisions of this Section concerning the filing of an annual information return do not apply to a retailer who is not required to file an income tax return with the United States Government.

The *president, vice-president, secretary or treasurer, chief executive officer, proprietor, owner or highest ranking manager* shall sign any return required to be filed under this Section to certify the accuracy of the information contained therein. Any person who willfully signs any such return containing false or inaccurate information shall be guilty of a violation of this Chapter and punished accordingly. The return forms prescribed by the Department shall include a warning that the person signing such return may be liable for a penalty as provided by this Chapter.

SECTION 4. Section 200.6-10 of the Municipal Code of Chicago, as proposed, is amended by adding the language in *Italics* as follows:

To support deductions made on the tax return form, or authorized under this Chapter, on account of receipts from isolated or occasional sales, on account of receipts from sales to governmental bodies or other exempted types of purchasers, on account of receipts from sales in interstate commerce, and on account of receipts from any other kind of transaction that is not taxable under this Chapter, entries in any books, records or other pertinent papers or documents of the tax collector in relation thereto shall be in detail sufficient to show the name and address of the tax collector's customer in each such transaction, the character of every such transaction, the date of every such transaction, the amount of receipts realized from every such transaction and such other information as may be necessary to establish the nontaxable character of such transaction under this Chapter. *This paragraph does not apply to the food and drug exemption.*

On motion of Alderman Frost the said proposed amendment was *Passed*, by a viva voce vote.

Alderman Bloom next presented the following amendment:

Sunset Amendment to Chicago Sales Tax Ordinance

The Ordinance creating a new Chapter 200.6 which imposes a 1% Sales Tax is amended by adding a new Section 3, to read as follows:

"Section 3. This Chapter shall terminate on December 31, 1984 and the tax imposed hereunder shall no longer remain in effect after that date."

Alderman Shaw moved to *Lay the amendment on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Schuller, Stone—32.

Nays—Aldermen Bloom, Humes, Huels, Sheahan, Kelley, Lipinski, Davis, Rittenberg, Pucinski, Oberman, Merlo, Clewis, Axelrod, Volini, Orr—15.

Alderman Burke then presented an amendment concerning Section 200.6-2, exempting automobile dealerships from the sales tax.

Alderman Barnett moved to *Refer* the amendment to the *Committee on Finance*.

The motion *Prevailed*.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Merlo, Schuller, Stone—34.

Nays—Aldermen Bertrand, Huels, Sheahan, Kelley, Stemberk, Lipinski, Marcin, Pucinski, Oberman, Clewis, Axelrod, Volini, Orr—13.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 200.6 is added to the Municipal Code of Chicago to read in *Italics* as follows:

Chapter 200.6. Chicago Sales Tax

Section 200.6-1. This Chapter shall be known and may be cited as the Chicago Sales Tax. The tax herein imposed is in addition to all other taxes imposed by the City of Chicago, the State of Illinois, or any other municipal corporation or political subdivision thereof.

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

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

order is received in the City by a florist and the sale is for use or consumption, but the City florist has a florist outside of the City deliver the property to the purchaser or the purchaser's donee outside the City.

"Purchase at retail" means the acquisition of the ownership of or title to tangible personal property through a sale at retail.

"Purchaser" means any person who, through a sale at retail, acquires the ownership of or title to tangible personal property for a valuable consideration.

"Use" means the exercise by any person of any right to or power over tangible personal property incident to the ownership of that property, except that it does not include the sale of such property in any form as tangible personal property in the regular course of business to the extent that such property is not first subjected to a use for which it was purchased, and does not include the use of such property by its owner for sales demonstration purposes; provided that the property purchased is deemed to be purchased for the purpose of resale, despite first being used, to the extent to which it is resold as an ingredient of an intentionally produced product or by-product of manufacturing. "Use" does not mean the interim use of tangible personal property by a retailer before he sells such tangible personal property and does not mean the physical incorporation of tangible personal property, to the extent not first subjected to a use for which it was purchased, as an ingredient or constituent, into other tangible personal property (a) which is sold in the regular course of business or (b) which the person incorporating such ingredient or constituent therein has undertaken at the time of such purchase to cause to be transported (i) in interstate commerce to destinations outside the State of Illinois or (ii) to destinations outside the City and within the State of Illinois.

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

"Receipts" from sales of tangible personal property at retail with respect to any period of time means the aggregate selling price, as hereinbefore defined, received by a seller during such period of time. In the case of charge and time sales, receipts include consideration only as and when payments are received by the seller.

"Retailer" means every person engaged in the business of making sales at retail as defined in this Section.

"Tax collector" means a "retailer" maintaining a place of business in the City or a retailer authorized by the Department to collect the tax herein imposed pursuant to Section 200.6-5 hereof.

"Retailer maintaining a place of business in the City," or any like term, shall mean and include any retailer:

1. Having or maintaining within the City, directly or by a subsidiary, an office, distribution house, sales house, warehouse or other place of business, or any agent or other representative operating within the City under the authority of the retailer or its subsidiary, irrespective of whether such place of business or agent or other representative is located here permanently or temporarily, or whether such retailer or subsidiary is licensed to do business in the City, or

2. Engaging in soliciting orders within the City from users by means of catalogues or other advertising, whether such orders are received or accepted within or without the City.

"City" means the City of Chicago, Illinois.

"Department" means the Department of Finance of the City.

"Director" means the City Comptroller.

"Person" means any natural individual, firm, society, foundation, institution, partnership, association, joint stock company, joint adventure, public or private corporation, or a receiver, executor, trustee, conservator or other representative appointed by order of any court.

"Bulk vending machine" means a nonelectrically operated vending machine, containing unsorted confections, nuts or other merchandise which, when a coin of a denomination not larger than one cent is inserted, are dispensed in equal portions, at random and without selection by the customer.

"Pollution control facilities" means any system, method, construction, device or appliance appurtenant thereto sold or used or intended for the primary purpose of eliminating, preventing, or reducing air or water pollution, as the term "air pollution" or "water pollution" is defined in the "Environmental Protection Act", enacted by the 76th Illinois General Assembly, as amended, or for the primary purpose of treating, pretreating, modifying or disposing of any potential solid, liquid or gaseous pollutant which if released without such treatment, pretreatment, modification or disposal might be harmful, detrimental or offensive to human, plant or animal life, or to property.

"Low sulfur dioxide emission coal fueled device" means any device sold or used or intended for the purpose of burning, combusting or converting locally available coal in a manner which eliminates or significantly reduces the need for additional sulfur dioxide abatement that would otherwise be required under State or Federal air emission standards.

Section 200.6-3. Except as provided in Section 200.6-4, every purchaser of tangible personal property through a sale at retail in the City after July 31, 1981, shall be liable for a tax on the pur-

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

If the property that is purchased at retail from a retailer is acquired outside the City and used outside the City before being brought to the City for use here and is nevertheless taxable hereunder, however, the "selling price" on which the tax is computed shall be reduced by an amount which represents a reasonable allowance for depreciation for the period of such prior out-of-City use.

The tax imposed hereunder and the obligation to pay the same is upon the purchaser. The tax imposed hereunder shall be collected from the purchaser by the tax collector, as defined in Section 200.6-2 hereof, and remitted to the Department as provided herein. The tax collector shall be liable to the City for the amount of tax he is required to collect. Retailers shall collect the tax from the purchasers by adding the tax to the selling price of tangible personal property, when sold for use, in the manner prescribed by the Department. Wherever possible the tax imposed by this Chapter shall, when collected, be stated as a distinct item separate and apart from the selling price of tangible personal property. The Department may adopt and promulgate reasonable rules and regulations for the adding of such tax by retailers to selling prices by prescribing bracket systems for the purpose of enabling such retailers to add and collect, as far as practicable, the amount of such tax. The tax hereby imposed and not paid to a retailer pursuant to this section shall be paid to the Department directly by any person purchasing or using such property within the City, pursuant to Section 200.6-8 hereof. If any seller collects an amount (however designated) which purports to constitute taxes measured by receipts which are not subject to such tax, or if any seller, in collecting an amount (however designated) which purports to constitute taxes measured by receipts which are subject to tax under this Chapter, collects more from the purchaser than the actual tax liability on the transaction, the purchaser shall have a legal right to claim a refund of such amount from such seller. However, if such amount is not refunded to the purchaser for any reason, the seller is liable to pay such amount to the Department. This paragraph does not apply to an amount collected by the seller on receipts which are subject to tax under this Chapter as long as such collection is made in compliance with the tax collection brackets prescribed by the Department in its rules and regulations.

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

(a) purchase or use of such tangible personal property as newsprint and ink which was sold at retail for the primary purpose of conveying news (with or without other information).

(b) purchase or use of such tangible personal property as (i) pollution control facilities or (ii) low sulfur dioxide emission coal fueled devices.

(c) purchases or uses by any governmental body, or any corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious or educational purposes, any not-for-profit corporation, society,

association, foundation, institution or organization which has no compensated officers or employees and which is organized and operated primarily for the recreation of persons 55 years of age or older.

(d) purchases or uses of tangible personal property by interstate carriers for-hire as rolling stock moving in interstate commerce or purchases or uses by lessors under leases of one year or longer executed or in effect at the time of purchase to interstate carriers for-hire for use as rolling stock moving in interstate commerce as long as so used by such interstate carriers for-hire.

(e) the use, in this City, of tangible personal property acquired outside this City by a non-resident individual and brought into this City by such individual for his or her own use while temporarily within this City or while passing through this City.

(f) the temporary storage, in this City, of tangible personal property which is acquired outside this City and which, subsequent to being brought into this City and stored here temporarily, is used solely outside this City or physically attached to or incorporated into other tangible personal property that is used solely outside this City, or is altered by converting, fabricating, manufacturing, printing, processing or shaping, and, as altered is used solely outside this City.

(g) the temporary storage in this City of building materials and fixtures which are acquired either in this City or outside this City by an Illinois registered combination retailer and construction contractor, and which such purchaser thereafter uses outside this City by incorporating such property into real estate located outside this City.

(h) the use, in this City, of tangible personal property which is acquired outside this City by a nonresident individual who then brings the property to this City for use here and who has used the property outside this City for at least 3 months before bringing the property to this City.

(i) purchase or use of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages and food which has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

(j) where a business that is not operated in the City, but which does operate elsewhere is moved to the City or opens up an office, plant or other business facility in the City, such business shall not be taxed on its use, in the City, of used tangible personal property which such business bought outside the City and used outside the City in the operation of such business for at least 3 months before moving such used property to the City for use here.

(k) the use, in this City, of jet fuel delivered to an airport directly by pipeline from outside Illinois.

"Acquired outside the City", whenever used in this Section, in addition to its usual and popular meaning, includes the delivery of tangible personal property that is purchased in the City to the point of delivery outside the City.

Section 200.6-5. Every retailer maintaining a place of business in the City shall obtain a certificate of registration as a tax collector from the Department no later than 30 days after commencing such business or 30 days after the effective date of this Chapter, whichever occurs later.

The isolated or occasional sale of tangible personal property at retail by a person who does not hold himself out as being engaged (or who does not habitually engage) in selling such tangible personal property at retail or a sale through a bulk vending machine does not constitute such person a retailer within the meaning of this Ordinance; provided that any person who is engaged in a business which is not subject to the tax collection obligation imposed by this Chapter because of involving the sale of or a contract to sell real estate or a construction contract to improve real estate, but who, in the course of conducting such business transfers tangible personal property to users or consumers in the finished form in which it was purchased, and which does not become real estate, under any provision of a construction contract or real estate sale or real estate sales agreement entered into with some other person arising out of or because of such business which is not subject to such collection obligation is a retailer to the extent of the value of the tangible personal property so transferred. If, in such a transaction, a separate charge is made for the tangible personal property so transferred, the value of such property, for the purpose of this Chapter, shall be the amount so separately charged, but not less than the cost of such property to the transferor; if no separate charge is made, the value of such property, for the purposes of this Chapter, is the cost to the transfer or of such tangible personal property.

A person who holds himself out as being engaged (or who habitually engages) in selling tangible personal property at retail is a retailer hereunder with respect to such sales notwithstanding the fact that such person is a serviceman engaging in sales of services for purposes of the City of Chicago Municipal Service Occupation Tax.

Persons who engage in the business of transferring tangible personal property upon the redemption of trading stamps are retailers hereunder and shall collect and pay the tax imposed by this Chapter on the basis of the retail value of the property transferred upon redemption of such stamps.

A person whose activities are organized and conducted primarily as a not-for-profit service enterprise, and who engages in selling tangible personal property at retail (whether to the public or merely to members and their guests) is a retailer with respect to such transactions, excepting only a person organized and operated exclusively for charitable, religious or educational purposes either (1) to the extent of sales by such person to its members, students, patients or inmates of tangible personal property to be used primarily for the purposes of such person, or (2) to the extent of sales by such person of tangible personal property which is not sold or offered for sale by persons organized for profit. The selling of school books and school supplies by schools at retail to students is not "primarily for the purposes of" the school which does such selling. The provisions of this paragraph shall not apply to nor subject to taxation occasional dinners, socials or similar activities of a person organized and operated exclusively for charitable, religious or educational purposes, whether or not such activities are open to the public.

A person who is the recipient of a grant or contract under Title VII of the Older Americans Act of 1965 (P.L. 92-258) and serves meals to participants in the Federal Nutrition Program for the Elderly in return for contributions established in amount by the individual participant pursuant to a schedule of suggested fees as provided for in the federal Act is not a retailer hereunder with respect to such transactions.

A person who is engaged in the business of leasing or renting motor vehicles to others and who, in connection with such business sells any used motor vehicle to a purchaser for his use and not for the purpose of resale, is a retailer engaged in the business of selling tangible personal property at retail under this Chapter to the extent of the value of the vehicle sold. For the purpose of this Section, "motor vehicle" has the meaning prescribed in Section 1-157 of The Illinois Vehicle Code, as now or hereafter amended. (Nothing provided herein shall affect liability incurred under this Chapter because of the sale at retail of such motor vehicle to a lessor.)

Application for a certificate of registration shall be made to the Department upon forms furnished by it. Each such application shall be signed and verified by the applicant or a properly accredited agent, which in the case of a corporation shall include the president, any vice president, the secretary or treasurer or some other properly accredited agent and shall state: (1) The name of the applicant; (2) his residence address and the address of his principal place of business; (3) the address of the principal place of business from which he engages in the business of selling tangible personal property at retail in the City and the addresses of all other places of business, if any (enumerating such addresses, if any, in a separate list attached to and made a part of the application) from which he engages in the business of selling tangible personal property at retail in the City; (4) the applicant's most recent gross receipts from the retail sale of tangible personal property whether or not incidental to the sale of service as reported to the Illinois Department of Revenue; (5) the applicant's estimated receipts from sales of tangible personal property at retail in the City for the current calendar year; and (6) such other information as the Department may reasonably require. If the applicant will sell tangible personal property at retail through vending machines, his application to register shall indicate the number of vending machines to be so operated; and thereafter, he shall notify the Department by January 31 of the number of vending machines which such person was using in his business of selling tangible personal property at retail on the preceding December 31.

Every applicant for a certificate of registration hereunder shall, within 30 days after he commences to engage in the business of selling tangible personal property at retail, furnish a bond from a surety company authorized to do business in the State of Illinois, or a bond signed by 2 personal sureties who have filed with the Department sworn statements disclosing net assets equal to at least 3 times the amount of the bond to be required of such applicant, or a bond secured by an assignment of a bank account or certificate of deposit, stocks or bonds, conditioned upon the applicant paying to the City all moneys becoming due under this Chapter. The Department shall fix the amount of such security in each case, taking into consideration the amount of money expected to become due from the applicant under this Chapter. The amount of security required by the Department shall be such as, in its opinion, will protect the City against failure to pay the amount which may become due from the applicant under this Chapter, but the amount of the security required by the Department shall not exceed three times the amount of the applicant's average monthly tax collection and remission liability, or \$50,000.00 whichever amount is lower. No certificate of registration under this Chapter shall be issued by the Department until the applicant provides the Department with satisfactory security as herein provided for. The Department may waive the furnishing of a bond until January 1, 1982.

Upon receipt of the application for a certificate of registration in proper form, and upon approval by the Department of the security furnished by the applicant, the Department shall issue to such applicant a certificate of registration.

If the person so registered states that he operates other places of business as a retailer in the City, the Department shall furnish him with a sub-certificate of registration for each such place of business. All sub-certificates of registration shall bear the same registration number as that appearing upon the certificate of registration to which such sub-certificates relate.

Where the same person engages in 2 or more businesses as a retailer in the City, which businesses are substantially different in character or engaged in under different trade names or engaged in under other substantially dissimilar circumstances (so that it is more practicable, from an accounting, auditing or bookkeeping standpoint, for such business to be separately registered), the Department may require or permit such person (subject to the same requirements concerning the furnishing of security as those that are provided for hereinbefore in this Section as to each application for a certificate of registration) to apply for and obtain a separate certificate of registration for each such business or for any of such businesses, under a single certificate of registration supplemented by related sub-certificates of registration.

With respect to security other than bonds (upon which the Department may sue in the event of a forfeiture), if the tax collector fails to pay, when due, any amount whose payment such security guarantees, the Department shall, after such liability is admitted by the tax collector or established by the Department through the issuance of a final assessment that has become final under the law, convert the security which that tax collector has furnished into money for the City after first giving the tax collector at least 10 days' written notice, by registered or certified mail, to pay the liability or forfeit such security to the Department. If the security consists of stocks or bonds or other securities which are listed on any public exchange, the Department shall sell such securities through such public exchange. If the security consists of a bank certificate of deposit, the Department shall convert the security into money by demanding and collecting the amount of such bank certificate of deposit from the bank which issued such certificate. If the security consists of a type of stocks or other securities which are not listed on a public exchange, the Department shall sell such security to the highest and best bidder after giving at least 10 days' notice of the date, time and place of the intended sale by publication in a daily newspaper of general circulation in the City. If the Department realizes more than the amount of such liability from the security, plus the expenses incurred by the Department in converting the security into money, the Department shall pay such excess to the tax collector who furnished such security and the balance shall be paid into the Corporate Fund of the City.

Except as to motor vehicles and other items of tangible personal property which must be titled or registered under an Illinois law but which cannot be so titled or registered without a use tax receipt or exemption determination from the Illinois Department of Revenue, every retailer maintaining a place of business in the City and making sales of tangible personal property for use in the City (whether such sales are made within or without the City) shall, when collecting the tax as provided in Section 200.6-3 of this Chapter from the purchaser, give to the purchaser (if demanded by the purchaser) a receipt therefor in the manner and form prescribed by the Department. Such receipt shall be sufficient

to relieve the purchaser from further liability for the tax to which such receipt may refer. Each such retailer shall list with the Department the names and addresses of all his agents operating in the City and the location of any and all of his distribution or sales houses, offices or other places of business in the City.

The Department may, in its discretion, upon application, authorize the collection of the tax herein imposed by any retailer not maintaining a place of business within the City, who, to the satisfaction of the Department, furnishes adequate security to insure collection and payment of the tax. Such retailer shall be issued, without charge, a permit to collect such tax. When so authorized, it shall be the duty of such retailer to collect the tax upon all tangible personal property sold to his knowledge for use within the City, in the same manner and subject to the same requirements, including the furnishing of a receipt to the purchaser (if demanded by the purchaser), as a retailer maintaining a place of business within the City. The receipt given to the purchaser shall be sufficient to relieve him from further liability for the tax to which such receipt may refer. Such permit may be revoked by the Department as provided herein.

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

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

If the retailer's average monthly liability to the Department does not exceed \$1,000, the Department may authorize his returns to be filed on a quarter annual basis, with the return for January, February and March of a given year being due by April 30 of such year; with the return for April, May and June of a given year being due by July 31 of such year; with the return for July, August and September of a given year being due by October 31 of such year, and with the return for October, November and December of a given year being due by January 31 of the following year.

If the retailer's average monthly liability with the Department does not exceed \$250, the Department may authorize his returns to be filed on an annual basis, with the return for a given year being due by January 31 of the following year.

Such quarter annual and annual returns, as to form and substance, shall be subject to the same requirements as monthly returns.

Notwithstanding any other provision in this Chapter concerning the time within which a retailer may file his return, in the case of any retailer who ceases to engage in a kind of business which makes him responsible for filing returns under this Chapter, such retailer shall file a final return under this Chapter with the Department not more than one month after discontinuing such business.

Where the same person has more than one business registered with the Department under separate registrations under this Chapter, such person may not file each return that is due as a single return covering all such registered businesses, but shall file separate returns for each such registered business.

Refunds to purchasers made by the retailer during the preceding return period shall be allowed as a deduction under subdivision 5, in case the retailer had theretofore included the receipts from such sale in a return filed by him and had remitted the tax imposed by this Chapter with respect to such receipts.

Where the retailer is a corporation, the return filed on behalf of such corporation shall be signed by the president, vice-president, secretary or treasurer, by the properly accredited agent of such corporation, the chief executive officer or highest ranking manager.

Except as provided in this Section, the retailer filing the return under this Section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this Chapter less a discount of 2% or \$5 per calendar year, whichever is greater, which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, remitting the tax and supplying data to the Department on request.

All such deposits shall be credited against the tax collector's liabilities under this Chapter.

If the tax collector's average monthly liability to the Department under this Chapter was \$25,000 or more during the preceding 4 complete calendar quarters, he shall file a return with the Department each month by the end of the month next following the month during which such liability is incurred and shall make payments to the Department on or before the 7th, 15th, 22nd and last day of the month during which such liability is incurred in an amount equal to $\frac{1}{4}$ of the tax collector's actual liability for the month or an amount set by the Department not to exceed $\frac{1}{4}$ of the average monthly liability of the tax collector to the Department for the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability in such 4 quarter period). The amount of such quarter monthly payments shall be credited against the final tax liability on the tax collector's return for that month. Once applicable, the requirement of the making of quarter monthly payments to the Department shall continue until such tax collector's average monthly liability to the Department during the preceding 4 complete calendar quarters (excluding the month of highest liability and the month of lowest liability) is less than \$9,000, or until such tax collector's average monthly liability to the Department as computed for each calendar quarter of the preceding 4 complete calendar quarter period is less than \$10,000. If any such quarter monthly payment is not paid at the time or in the amount required by this Section, then the 2% tax collector's discount shall be reduced by 2% of the difference between the minimum amount due as a payment and the amount of such quarter monthly payment actually and timely paid, ex-

cept insofar as the tax collector has previously made payments for that month to the Department in excess of the minimum payments previously due as provided in this Section. The Department shall make reasonable rules and regulations to govern the quarter monthly payment amount and quarter monthly payment dates for tax collectors who file on other than a calendar monthly basis.

Notwithstanding the foregoing provisions of this Section, for the first 12 month period this tax is in effect the Department may estimate what the amount of liability from any tax collector would have been for prior periods if the tax hereunder had been in effect for such periods and direct the frequency of remittance of the tax and filing of returns in accordance with the provisions of this Section on the basis of such estimates.

If any such payment or deposit provided for in this Section exceeds the tax collector's present and probable future liabilities under this Chapter, the Department shall issue to the taxpayer no later than 60 days after date of payment a credit memorandum, which may be submitted by the tax collector to the Department in payment of liability subsequently to be remitted by the tax collector to the Department or be assigned by the tax collector to a similar tax collector under this Chapter, in accordance with reasonable rules and regulations to be prescribed by the Department.

Any deposit previously made by a tax collector who is required to make quarter monthly payments under this Chapter shall be applied against the tax collector's liability to the Department under this Chapter for the month preceding the first month in which the tax collector is required to make such quarter monthly payments. If the deposit exceeds that liability, the Department may issue the tax collector a credit memorandum for the excess.

The money received by the Department under the provisions of this Chapter shall be deposited in the Corporate Fund of the City.

The Department may request the tax collector to prepare and file with the Department on a form prescribed by the Department within 15 days after filing the State income tax return for this fiscal year an annual information return for such fiscal year. Such annual return to the Department shall include a statement of receipts as shown by the retailer's last State income tax return. If the total receipts of the business as reported in the State income tax return do not agree with the receipts reported to the Department for the same period, the retailer shall attach to his annual return a schedule showing a reconciliation of the 2 amounts and the reasons for the difference. The retailer's annual return to the Department shall also disclose any additional reasonable information which the Department deems would be helpful in determining the accuracy of the quarter-monthly, monthly, quarterly or annual returns filed by such seller as provided for in this Section. The provisions of this Section concerning the filing of an annual information return do not apply to a retailer who is not required to file an income tax return with the United States Government.

If the annual information return required by this Section is not filed when and as required, the tax collector shall be liable for a penalty equal to $\frac{1}{6}$ of 1% of the amount due from such tax collector under this Chapter during the period to be covered by the annual return for each month or fraction of a month until such return is filed as required, the penalty to be assessed and collected in the same manner as any other penalty provided for in this Chapter.

The president, vice-president, secretary, treasurer, chief executive officer, proprietor, owner or highest ranking manager shall sign any return required to be filed under this Section to certify the accuracy of the information contained therein. Any person who willfully signs any such return containing false or inaccurate information shall be guilty of a violation of this Chapter and punished accordingly. The return forms prescribed by the Department shall include a warning that the person signing such return may be liable for a penalty as provided by this Chapter.

Any person engaged in the business of selling tangible personal property at retail as a concessionaire or other type of seller at art shows, flea markets and similar exhibitions or events, may be required to make a daily report of the amount of such sales to the Department and to make a daily payment of the full amount of tax due. The Department shall impose this requirement when it finds that there is a significant risk of loss of revenue to the City at such an exhibition or event. Such a finding shall be based on evidence that a substantial number of concessionaires or other sellers who are not residents of the City will be engaging in the business of selling tangible personal property at retail at the exhibition or event, or other evidence of a significant risk of loss of revenue to the City. The Department shall notify concessionaires and other sellers affected by the imposition of this requirement. In the absence of notification by the Department, the concessionaires and other sellers shall file their returns as otherwise required in this Section.

With respect to motor vehicles and aircraft, every retailer selling this kind of tangible personal property shall file, with the Department, upon a form to be prescribed and supplied by the Department, a separate return for each such item of tangible personal property which the retailer sells, except that where, in the same transaction a retailer of motor vehicles transfers more than one motor vehicle to another motor vehicle retailer for the purpose of resale, such seller for resale may report the transfer of all the motor vehicles involved in that transaction to the Department on the same uniform invoice-transaction reporting return form. Such transaction reporting return in the case of motor vehicles shall be the same document as the Uniform Invoice referred to in Section 5-402 of The Illinois Vehicle Code and must show the name and address of the seller; the name and address of the purchaser; the amount of the selling price, including the amount allowed by the retailer for traded-in property, if any; the amount allowed by the retailer for the traded-in tangible personal property, if any, to the extent to which Section 200.6-2 of this Chapter allows an exemption for the value of traded-in property; the balance payable after deducting such trade-in allowance from the total selling price; the amount of tax due from the retailer with respect to such transaction; the amount of tax collected from the purchaser by the retailer on such transaction (or satisfactory evidence that such tax is not due in that particular instance, if that is claimed to be the fact); the place and date of the sale; a sufficient identification of the property sold; such other information as is required in Section 5-402 of The Illinois Vehicle Code, and such other information as the Department may reasonably require. Such transaction reporting return in the case of aircraft must show the name and address of the retailer; the name and address of the purchaser; the amount of the selling price including the amount allowed by the retailer for traded-in property, if any; the amount allowed by the retailer for the traded-in tangible personal property, if any, to the extent to which Section 200.6-2 of this Ordinance allowed an exemption for the value of traded-in property; the

balance payable after deducting such trade-in allowance from the total selling price; the amount of tax due from the retailer with respect to such transaction; the amount of tax collected from the purchaser by the retailer on such transaction (or satisfactory evidence that such tax is not due in that particular instance, if that is claimed to be the fact); the place and date of the sale, a sufficient identification of the property sold, and such other information as the Department may reasonably require. Such transaction reporting return shall be filed not later than 30 days after the date of delivery of the item that is being sold, but may be filed by the retailer at any time sooner than that if he chooses to do so. The transaction reporting return and tax remittance or proof of exemption from the tax that is imposed by this Chapter may be transmitted to the Department by way of the State agency with which, or State officer with whom, the tangible personal property must be titled or registered (if titling or registration is required). With each such transaction reporting return, the retailer shall remit the proper amount of tax due (or shall submit satisfactory evidence that the sale is not taxable if that is the case), to the Department or its agents, whereupon the Department shall issue, in the purchaser's name, a tax receipt (or a certificate of exemption if the Department is satisfied that the particular sale is tax exempt). If the purchaser or user who would otherwise pay tax to the retailer wants the transaction reporting return filed and the payment of tax or proof of exemption made to the Department before the retailer is willing to take these actions and such purchaser or user has not paid the tax to the retailer, such purchaser or user may certify to the fact of such delay by the retailer, and may (upon the Department being satisfied of the truth of such certification) transmit the information required by the transaction reporting return and the remittance for tax or proof of exemption directly to the Department and obtain his tax receipt or exemption determination, in which event the transaction reporting return and tax remittance (if a tax payment was required) shall be credited by the Department to the proper retailer's account with the Department, but without the 2% discount provided for in this Section being allowed. When the purchaser or user pays the tax directly to the Department, he shall pay the tax in the same amount and in the same form in which it would be remitted if the tax had been remitted to the Department by the retailer.

Any retailer filing a return under this Section shall also include (for the purpose of paying tax thereon) the total tax, if any, imposed upon him hereunder for the purchase or use of tangible personal property purchased by him at retail from a retailer, but as to which the tax imposed by this Chapter was not collected from the retailer filing such return, and such retailer shall remit the amount of such tax to the Department when filing such return.

Section 200.6-7. If the purchaser is not registered with the Department as a tax collector, but claims to be a reseller of the tangible personal property in such a way that the purchaser's purchase or use is not taxable under this Chapter or under some other tax law which the Department may administer, such purchaser (except in the case of an out-of-City purchaser who will always resell and deliver the property to his customers outside the City) shall apply to the Department for a resale number. Such applicant shall state facts which will show the Department why such applicant is not liable for tax under this Chapter or under some other tax law which the Department may administer and shall furnish such additional information as the Department may reasonably require.

Upon approval of the application, the Department shall assign a resale number to the applicant and shall certify such number to him. The Department may cancel any such number which is obtained through misrepresentation, or which is used to make a purchase or use tax-free when the purchase in fact is not a purchase for resale, or which no longer applies because of the purchaser's having discontinued the making of resales of the property. Except as provided hereinabove in this Section, no purchase or use shall be made tax-free on the ground of the retailer's sale being a sale for resale unless the purchaser has an active registration number or resale number from the Department and furnishes that number to the retailer in connection with certifying to the retailer that any purchase or use by such purchaser is non-taxable because of the retailer's sale being a sale for resale.

Section 200.6-8. Except as to motor vehicles and aircraft, when tangible personal property is purchased from a retailer in the City or for use in the City by a purchaser who did not pay the tax imposed by this Chapter to the retailer, and who does not file returns with the Department as a retailer under Section 200.6-6 of this Chapter, such purchaser (by the last day of the month following the calendar month in which such purchaser makes any payment upon the selling price of such property) shall, except as provided in this Section, file a return with the Department and pay the tax upon that portion of the selling price so paid by the purchaser during the preceding calendar month. When tangible personal property is purchased by a lessor, under a lease for one year or longer, executed or in effect at the time of purchase to an interstate carrier for hire, who did not pay the tax imposed by this Chapter to the retailer, such lessor (by the last day of the month following the calendar month in which such property reverts to the use of such lessor) shall file a return with the Department and pay the tax upon the fair market value of such property on the date of such reversion. Such return shall be filed on a form prescribed by the Department and shall contain such information as the Department may reasonably require. Such return and payment from the purchaser shall be submitted to the Department sooner than the last day of the month after the month in which the purchase is made to the extent that may be necessary in order to secure the title to a motor vehicle or the certificate of registration for an aircraft.

When a purchaser pays a tax imposed by this Chapter directly to the Department, the Department (upon request therefor from such purchaser) shall issue an appropriate receipt to such purchaser showing that he had paid such tax to the Department. Such receipt shall be sufficient to relieve the purchaser from further liability for the tax to which such receipt may refer. A purchaser or user who is liable to pay tax directly to the Department only occasionally and not on a frequently recurring basis, and who is not required to file returns with the Department as a retailer under Section 200.6-6 of this Chapter, need not register with the Department. However, if such a purchaser or user has a frequently recurring direct tax liability to pay to the Department, such purchaser or user shall be required to register with the Department on forms prescribed by the Department and to obtain and display a certificate of registration from the Department. In that event, all of the provisions of Section 200.6-6 of this Chapter concerning the filing of regular monthly, quarterly or annual tax returns and all of the provisions of this Chapter concerning the requirements for registrants to post bond or other security with the Department, as provisions now exist or may hereafter be amended, shall apply to such purchasers or users.

Section 200.6-9. In case any person engaged in the business of selling tangible personal property at retail fails to file a return when and as herein required, but thereafter, prior to the Department's issuance of a notice of tax liability under this Section, files a return and pays the tax, he shall also pay a penalty of 5% of the amount of the tax.

In case any person engaged in the business of selling tangible personal property at retail files the return at the time required by this Chapter but fails to pay the tax, or any part thereof, when due, a penalty of 5% of the amount of the tax unpaid when due shall be added thereto.

In case any person engaged in the business of selling tangible personal property at retail fails to file a return when and as herein required, but thereafter, prior to the Department's issuance of a notice of tax liability under this Section, files a return but fails to pay the entire tax, a penalty of 5% of the full amount of tax shown by such return shall be added thereto.

In case any person engaged in the business of selling tangible personal property at retail fails to file a return, the Department shall determine the amount of tax due from him according to its best judgment and information, which amount so fixed by the Department shall be prima facie correct and shall be prima facie evidence of the correctness of the amount of tax due, as shown in such determination. In making any such determination of tax due, it shall be permissible for the Department to show a figure that represents the tax due for any given period of 6 months instead of showing the amount of tax due for each month separately. Proof of such determination by the Department may be made at any hearing before the Department or in any legal proceeding by a reproduced copy of the Department's record relating thereto in the name of the Department under the certificate of the Director. Such reproduced copy shall, without further proof, be admitted into evidence before the Department or in any legal proceeding and shall be prima facie proof of the correctness of the amount of tax due, as shown therein. The Department shall issue the tax collector a notice of tax liability for the amount of tax claimed by the Department to be due, together with a penalty of 20% thereof.

However, where the failure to file any tax return required under this Chapter on the date prescribed therefor (including any extensions thereof), is due to reasonable cause the penalties imposed by this Chapter shall not apply.

In case of failure to pay the tax, or any portion thereof, or any penalty provided for in this Chapter, or interest, when due, the Department may bring suit against the tax collector or the purchaser or user to recover the amount of such tax or portion thereof, or penalty or interest; or, if the tax collector or purchaser or user has died or become incompetent, may file a claim therefor against his estate; provided that no such suit with respect to any tax, or portion thereof, or penalty, or interest shall be instituted more than 2 years after the latter of (i) the date any proceedings in court for review thereof have terminated or (ii) the time for the filing of such proceedings has expired without such proceedings being instituted, except with the consent of the person from whom such tax or penalty or interest is due; nor, except with such consent, shall such suit be instituted more than 2 years after the date any return is filed with the Department in cases where the return constitutes the basis for the suit for unpaid tax, or portion thereof, or penalty provided for in this Chapter, or interest; provided that the time limitation period on the Department's right to bring any

such suit shall not run during any period of time in which the order of any court has the effect of enjoining or restraining the Department from bringing such suit.

The collection of tax or penalty or interest by any means provided for herein shall not be a bar to collection by any other means or to any prosecution under this Chapter.

In addition to any penalty provided for in this Chapter any amount of tax which is not paid when due shall bear interest at the rate of 2% per month or fraction thereof from the date when such tax becomes past due until such tax is paid or a judgment therefor is obtained by the Department; provided, however, that if the time for making or completing an audit of a tax collector's books and records is extended with the tax collector's consent, at the request of and for the convenience of the Department, beyond the date on which the statute of limitations upon the issuance of a notice of tax liability by the Department otherwise would run, no interest shall accrue during the period of such extension.

Section 200.6-10. Every person engaged in the business of selling tangible personal property at retail in the City shall keep records and books of all such sales, together with invoices, sales records, copies of bills of sale, inventories prepared as of December 31 of each year or otherwise annually as has been the custom in the specific trade and other pertinent papers and documents. Every person who is engaged in the business of selling tangible personal property at retail in the City and who, in connection with such business, also engages in other activities (including, but not limited to, engaging in a sales of goods occupation) shall keep such additional records and books of all such activities as will accurately reflect the character and scope of such activities and the amount of receipts realized therefrom.

All books and records and other papers and documents which are required by this Chapter to be kept shall be kept in the English language and shall, at all times during business hours of the day, be subject to inspection by the Department or its duly authorized agents and employees.

To support deductions made on the tax return form, or authorized under this Chapter, on account of receipts from isolated or occasional sales, on account of receipts from sales to governmental bodies or other exempted types of purchasers, on account of receipts from sales in interstate commerce, and on account of receipts from any other kind of transaction that is not taxable under this Chapter, entries in any books, records or other pertinent papers or documents of the tax collector in relation thereto shall be in detail sufficient to show the name and address of the tax collector's customer in each such transaction, the character of every such transaction, the date of every such transaction, the amount of receipts realized from every such transaction and such other information as may be necessary to establish the nontaxable character of such transaction under this Chapter. This paragraph does not apply to the food and drug exemption.

It shall be presumed that all purchases or uses of tangible personal property purchased at retail are subject to tax under this Chapter until the contrary is established, and the burden of proving that a transaction is not taxable hereunder shall be upon the person who would be required to pay the tax or remit the tax to the Department if such transaction is taxable. In the course of any audit or investigation or hearing by the Department with reference to a given tax collector or purchaser, if the Department finds that such person lacks documentary evidence needed

to support the claim that no tax is due hereunder, the Department is authorized to notify such person in writing to produce such evidence, and such person shall have 60 days subject to the right in the Department to extend this period either on request for good cause shown or on its own motion from the date when such notice is sent by certified or registered mail (or delivered if the notice is served personally) in which to obtain and produce such evidence for the Department's inspection, failing which the matter shall be closed, and the transaction shall be conclusively presumed to be taxable hereunder.

Books and records and other papers reflecting receipts received during any period with respect to which the Department is authorized to issue notices of tax liability as provided by Sections 200.6-9 and 200.6-10 of this Chapter shall be preserved until the expiration of such period unless the Department, in writing, shall authorize their destruction or disposal prior to such expiration.

Section 200.6-11. Any non-resident of the City who accepts the privilege extended by the laws of the City to non-residents or acting as a retailer maintaining a place of business in the City within the meaning of Section 200.6-2 of this Chapter, and any resident of the City who incurs liability under this Chapter and who subsequently removes from the City or conceals his whereabouts, and any person (resident or non-resident) who incurs tax liability under this Chapter as a purchaser or user in the City and who removes from the City or conceals his whereabouts, shall be deemed thereby to appoint the City Clerk his agent for the service of process or notice in any judicial or administrative proceeding under this Chapter. Such process or notice shall be served by the Department on the City Clerk by leaving, at the office of the City Clerk at least 15 days before the return day of such process or notice, a true and certified copy thereof, and by sending to the taxpayer or tax collector by registered or certified mail, postage prepaid, a like and true certified copy, with an endorsement thereon of the service upon said City Clerk, addressed to such taxpayer or tax collector at his last known address.

Service of process or notice in the manner provided for in this Section, under the circumstances specified in this Section, shall be of the same force and validity as if served upon the taxpayer or tax collector personally within the City. Proof of such service upon the taxpayer or tax collector through the City Clerk as his agent and by mailing to the last known address of the taxpayer or tax collector may be made in such judicial or administrative proceeding by the affidavit of the Director, or by his duly authorized representative who made such service, with a copy of the process or notice that was so served attached to such affidavit.

Whenever any retailer not maintaining a place of business in the City, to whom a permit to collect the tax hereby imposed has been issued pursuant to Section 200.6-5 hereof, fails to comply with any of the provisions hereof or any orders, rules or regulations of the Department prescribed and adopted hereunder, or when the Department considers the security furnished by such retailer to be inadequate or considers that the tax can be collected more effectively from persons using such property in the City, the Department may, upon notice and hearing as herein provided, by order revoke the permit issued to such retailer. No order authorized by this Section shall be made until the retailer is given an opportunity to be heard and to show cause why such order shall not be made, and he shall be given

at least 7 days' notice of the time, place and purpose of such hearing. The Department shall have the power in its discretion to issue a new permit pursuant to Section 200.6-5 hereof after such revocation.

Section 200.6-12. It shall be the duty of the Department to collect and receive the tax imposed by this Chapter. The Department shall keep an accurate and separate account of all such tax payments received by it showing the name and address of the person remitting the tax and the date of each payment. The Director is hereby empowered to adopt and promulgate, and to enforce, rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of this Chapter, including provisions for re-examination, correction and amendment of all returns. The Director, or any agent or employee designated in writing by him, is hereby authorized to examine the books, papers and records of any tax collector during regular business hours, in order to verify the accuracy of any return made, or if no return was made, to ascertain the tax imposed by this Chapter.

Section 200.6-13. A. Whenever it appears to a person paying or remitting the tax that an amount of tax, interest or penalty has been paid in error to the Department by him, whether such amount be paid through a mistake of fact or an error of law, not later than three (3) years from the date upon which such payment was made, such person may file a claim for credit or refund with the Department on forms provided by said Department for that purpose.

B. Any credit or refund that is allowed under this Section shall bear interest at the rate of one-half of one percent ($\frac{1}{2}\%$) per month, or any fraction thereof, from the date when the erroneous payment for which credit or refund is being allowed was made to the Department, until a credit memorandum is issued or a refund is paid.

C. A claim for credit or refund shall be considered to have been filed with the Department on the date upon which it is received by the Department, and receipt of any claim for credit filed under this Section shall be acknowledged by the Director or any designated person on his behalf, said receipt to describe the claim in sufficient detail as to identify it, and to state the date upon which the claim was received by the Department.

D. As soon as practicable after a claim for credit or refund is filed, the Director, or his designate, shall examine the same and determine the amount of credit or refund due, if any, and shall issue a Notice of Tentative Determination of Claim and notify the claimant of such determination. If the claimant disagrees with the determination, he shall file a protest and challenge thereto within 20 days after the date of Notice of Tentative Determination of Claim has been mailed to him. Upon receipt of such protest within the 20 days allowed, the Director, or his designate, shall fix the time and place for a hearing thereon, giving notice to the claimant thereof, not less than 7 days prior thereto. At any hearing held as herein provided, the Tentative Determination of Claim shall be prima facie correct and the burden shall be upon the claimant to prove that it is incorrect. Upon the conclusion of the hearing, a decision shall be made by the Director and notice thereof given to the claimant. In the event no protest or challenge to the Tentative Determination of Claim is filed within the 20 day period hereinabove set forth, said notice shall thereafter become and operate as a final determination.

E. The Director may in his discretion issue a letter of credit to a claimant who may be able to use said credit in the foreseeable future, or a refund certificate in lieu of a credit memorandum on application by a person who cannot use said credit, or sell or assign the same. Refund certificates shall be numbered serially as they are issued and shall be paid in the order of their issuance from funds that are appropriated to the Department for that purpose.

Section 200.6-14. A. If it shall appear to the Director that any person has violated any provision of this Chapter or any rule or regulation promulgated hereunder, or if the amount of any tax payment is incorrect in that it does not include all taxes payable for such calendar quarter or period, or if the Director shall find that the collection of any taxes which have accrued but are not yet due will be jeopardized by delay, declares said taxes to be immediately due and payable, or if it shall appear to the Director that he has made any final assessment which did not include taxes payable for the periods involved, or if it appears to the Director that any person has, by reason of any act or omission or by operation of law, become liable for the payment of any taxes, interest or penalties not originally incurred by him, the Director may in any of the above events determine and assess the amount of such taxes or deficiency, as the case may be, together with the interest and penalties due and unpaid, and immediately serve notice upon such person of such determination and assessment and make a demand for payment of the tax together with interest and penalties thereon. If the person incurring any such liability has died, such assessment may at the discretion of the Director be made against his personal representative. Such determination and assessment by the Director shall be final at the expiration of 20 days from the date of the service of such written notice thereof and demand for payment, unless such person shall have filed with the Director a written protest and a petition for a hearing, specifying its objections thereto. Upon the receipt of such petition within the 20 days allowed, the Director shall fix the time and place for a hearing and shall notify the petitioner thereof. The Director may amend his determination and assessment at any time before it becomes final. In the event of such amendment the person affected shall be given notice thereof and an opportunity to be heard in connection therewith. At any hearing held as herein provided, the determination and assessment that has been made by the Director shall be prima facie correct and the burden shall be upon the protesting person to prove that it is incorrect. Upon the conclusion of such hearing a decision shall be made by the Director either cancelling, increasing, modifying or affirming such determination or assessment and notice thereof given to the petitioner. Such notice shall contain a statement by the Director of the cost of the certification of the record computed at the rate of 5 cents per 100 words, which cost shall be charged to the petitioner if the determination or assessment is affirmed. The record shall consist of the notices and demands caused to be served by the Director, the original determination and assessment of the Director, the written protest and petition for hearing, the testimony introduced at such hearing, the exhibits produced at such hearing, or certified copies thereof, the decisions of the Director and such other documents in the nature of pleadings filed in the proceeding.

B. Whenever any person shall fail to pay any tax as herein provided, the City's Corporation Counsel shall, upon the request of the Department, bring or cause to be brought an action to enforce the payment of said tax on behalf of the City in any court of competent jurisdiction.

C. If the Mayor, after hearing held by or for him, shall find that any person has willfully evaded payment or collection and remittance of the tax imposed by this Chapter, he may suspend or revoke all City licenses held by such tax evader. Said person shall have an opportunity to be heard at such hearing to be held not less than 7 days after notice is given to him of the time and place of the hearing to be held, addressed to him at his last known place of business. Pending notice, hearing and finding, any license issued by the City possessed by said person may be temporarily suspended. Any suspension or revocation of any license shall not release or discharge said person from his civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 200.6-15. For the purpose of administering and enforcing the provisions of this Chapter, the Department, or any officer or employee of the Department designated, in writing, by the Director thereof, may hold investigations and hearings concerning any matters covered by this Chapter and may examine any books, papers, records or memoranda bearing upon the sales or purchases of services of any such person, and may require the attendance of such person or any officer or employee of such person, or of any person having knowledge of such business, and may take testimony and require proof for its information. In the conduct of any investigation or hearing, neither the Department nor any officer or employee thereof shall be bound by the technical rules of evidence, and no informality in any proceeding, or in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made or approved or confirmed by the Department. The Director, or any officer or employee of the Department authorized by the Director thereof, shall have power to administer oaths to such persons. The books, papers, records and memoranda of the Department, or parts thereof, may be proved in any hearing, investigation, or legal proceeding by a reproduced copy thereof under the certificate of the Director. Such reproduced copy shall, without further proof, be admitted into evidence before the Department or in any legal proceeding.

Section 200.6-16. No person shall be excused from testifying or from producing any books, papers, records or memoranda in any investigation or upon any hearing, when ordered to do so by the Department or any officer or employee thereof, upon the ground that the testimony or evidence, documentary or otherwise, may tend to incriminate him or subject him to a criminal penalty, but no person shall be prosecuted or subjected to any criminal penalty for, or on account of, any transaction made or thing concerning which he may testify or produce evidence, documentary or otherwise, before the Department or an officer or employee thereof; provided, that such immunity shall extend only to a natural person who, in obedience to a subpoena, gives testimony under oath or produces evidence, documentary or otherwise, under oath. No person so testifying shall be exempt from prosecution and punishment for perjury committed in so testifying.

Section 200.6-17. The Department or any officer or employee of the Department designated, in writing, by the Director, shall at its or his own instance, or on the written request of any other party to the proceeding, issue subpoenas requiring the attendance of and the giving of testimony by witnesses, and subpoenas duces tecum requiring the production of books, papers, records or memoranda. All subpoenas and subpoenas duces tecum issued under the terms of this Chapter may be served by any person of full age. The fees of witnesses for attendance and travel shall be the same as the fees of witnesses before the

circuit court of this State; such fees to be paid when the witness is excused from further attendance. When the witness is subpoenaed at the instance of the Department or any officer or employee thereof, such fees shall be paid in the same manner as other expenses of the Department, and when the witness is subpoenaed at the instance of any other party to any such proceeding the Department may require that the cost of service of the subpoena or subpoena duces tecum and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the Department, in its discretion, may require a deposit to cover the cost of such service and witness fees. A subpoena or subpoena duces tecum issued as aforesaid shall be served in the same manner as a subpoena issued out of a court.

Any circuit court of this State, or any judge thereof, upon the application of the Department or any officer or employee thereof, or upon the application of any other party to the proceeding, may, in its or his discretion, compel the attendance of witnesses, the production of books, papers, records or memoranda and the giving of testimony before the Department or any officer or employee thereof conducting an investigation or holding a hearing authorized by this Chapter, by an attachment for contempt, or otherwise, in the same manner as production of evidence may be compelled before said court.

The Department or any officer or employee thereof, or any other party in an investigation or hearing before the Department, may cause the depositions of witnesses to be taken in the manner prescribed by law for like depositions in civil actions in courts of this State, and to that end compel the attendance of witnesses and the production of books, papers, records or memoranda.

Section 200.6-18. All information received by the Department from returns filed under this Chapter, or from any investigation conducted under this Chapter, shall be confidential, except for official purposes, and any person who divulges any such information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, shall be punished by a jail sentence not to exceed six months or a fine not to exceed \$500, or both.

Nothing in this Chapter prevents the Director from publishing or making available to the public the names and addresses of persons filing returns under this Chapter, or reasonable statistics concerning the operation of the tax by grouping the contents of returns so the information in any individual return is not disclosed.

Nothing in this Chapter prevents the Director from divulging to the United States Government or the government of any state, or any officer or agency thereof, for exclusively official purposes, information received by the Department in administering this Chapter, provided that such other governmental agency agrees to divulge requested tax information to the Department.

The Department's furnishing of information derived from a tax collector's return or from an investigation conducted under this Chapter to the surety on a tax collector's bond that has been furnished to the Department under this Chapter, in order to support the Department's demand for payment from such surety under the bond, is an official purpose within the meaning of this Section.

The furnishing upon request of information obtained by the Department from returns filed under this Chapter or investigations conducted

under this Chapter to the Liquor Control Commissioner for official use is deemed to be an official purpose within the meaning of this Section.

The furnishing upon request of the City's auditor or his authorized agents, for official use, of returns filed and information related thereto under this Chapter is deemed to be an official purpose within the meaning of this Section.

Section 200.6-19. Whenever notice is required by this Ordinance, such notice may be given by United States registered or certified mail, addressed to the person concerned at his last known address, and proof of such mailing shall be sufficient for the purposes of this Chapter. Notice of any hearing provided for by this Chapter shall be so given not less than 7 days prior to the day fixed for the hearing. Following the initial contact of a person represented by an attorney, the Department shall not contact the person concerned but shall only contact the attorney representing the person concerned.

All hearings provided for in this Chapter shall be at the Department's office.

Section 200.6-20. Any officer or employee of any corporation subject to the provisions of this Chapter who has the control, supervision or responsibility of filing returns and collecting and making payment of the amount of tax herein imposed and who wilfully fails to file such return or to collect and make such payment to the Department shall be personally liable for such amounts, including interest and penalties thereon, in the event that after proper proceedings for the collection of such amounts, as provided in this Chapter, such corporation is unable to pay such amounts to the Department; and the personal liability of such officer or employee as provided herein shall survive the dissolution of the corporation.

Section 200.6-21. Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Chapter except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than \$50.00 nor more than \$10,000 for the first offense and not less than \$1,000 nor more than \$100,000 or 5 times the amount of tax imposed, if any, whichever is higher, for the second and each subsequent offense in any 180-day period, provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act (Ill. Rev. Stat. 1979, Ch. 110, par 1, et seq.). Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration in the County Jail for a term not to exceed six months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code (Ill. Rev. Stat. 1979, Ch. 24, par. 1-2-1.1) and under the provisions of the Illinois Code of Criminal Procedures (Ill. Rev. Stat. 1979, Ch. 38, pars. 100-1, et seq.) in a separate proceeding. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation, or permit any such violation to exist after notification thereof.

Section 200.6-22. If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this Chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. In particular, but without limitation, each provision creating an exception to or an exemption or exclusion from the imposi-

tion of the tax is severable. It is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 2. This ordinance takes effect on the first day of the first month after its due passage and publication.

Chapter 178.1 of Municipal Code Amended Authorizing Increase in Cigarette Tax.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, page 6539, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report to amend Chapter 178.1 of the Municipal Code of Chicago by authorizing an increase in the cigarette tax.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Schulter, Stone—37.

Nays—Aldermen Huels, Sheahan, Kelley, Stemberk, Lipinski, Marcin, Oberman, Axelrod, Volini, Orr—10.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago, Chapter 178.1 Section 178.1-2(a) is hereby amended by deleting the language in brackets and inserting the language in Italics as follows:

178.1-2(a) A tax at the rate of [five] *ten* cents per each twenty cigarettes or fraction thereof is hereby imposed upon all cigarettes possessed for sale and upon the use of all cigarettes within the City of Chicago, the ultimate incidence of and liability for payment of said tax to be borne by the consumer of said cigarettes. The tax herein levied shall be in addition to any and all other taxes.

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

Authority Granted for Issuance of General Obligation Notes, Series August 1981 to Provide Financing for Corporate Funds.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, pages 6539-6547, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report to authorize the issuance of General Obligation Notes, Series August 1981 to provide financing for the Corporate Fund.

Alderman Frost presented an amendment to the proposed ordinance which reads as follows:

"Section 2 of said Ordinance is amended by deleting the word "inverse" appearing in the last sentence of the third paragraph and inserting in lieu thereof the word "direct"."

On motion of Alderman Frost the proposed amendment was *Passed*, by a viva voce vote.

Alderman Oberman then presented the following amendment:

Motion to amend an ordinance approving the issuance of \$140,000,000 principal amount of General Obligation Notes, Series of August, 1981, by adding the following language in *Italics* to Section 6 thereof:

"Prior to the last date on which certificates of tax abatement with respect to the Pledged Taxes for any year of levy are permitted by the County Clerks of Cook and DuPage Counties to be filed, the City shall deposit into the Escrow Account any proceeds of the Chicago Service Tax, the Chicago Sales Tax, and 50% of the proceeds of the tax imposed on cigarettes pursuant to Section 178.2(a) of the Municipal Code and the City may, at its option, deposit into the Escrow Account any other available moneys of the City in an amount not exceeding the amount required to pay the principal of and interest on the Notes when and as the same falls due during the year next succeeding such year of levy."

Alderman Barnett moved to *Lay the amendment on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Schulter, Stone—32.

Nays—Aldermen Bloom, Huels, Sheahan, Kelley, Stemberk, Lipinski, Davis, Marcin, Pucinski, Oberman, Merlo, Clewis, Axelrod, Volini, Orr—15.

Alderman Bloom then presented the following amendment:

The ordinance approving the issuance of \$140,000,000 in general obligation bonds is hereby amended to add an additional Section 18, as follows:

"Section 18. Notwithstanding anything else contained in this Ordinance, the Note shall not be executed by the Mayor or the City Comptroller if the rating ascribed to them by Moody's Investment Service is less favorable than MIG-2 or if the rating ascribed to them by Standard and Poor's Investment Service is less favorable than "A" unless the City Council specifically authorizes the execution of said Note by subsequent ordinance."

Alderman Barnett moved to *Lay the amendment on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Schulter, Stone—32.

Nays—Aldermen Bloom, Sheahan, Lipinski, Davis, Pucinski, Oberman, Clewis, Axelrod, Volini, Orr—10.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Merlo, Schulter, Stone—32.

Nays—Aldermen Bloom, Huels, Sheahan, Kelley, Stemberk, Lipinski, Davis, Marcin, Pucinski, Oberman, Clewis, Axelrod, Volini, Orr—14.

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

Alderman Frost moved that the record show that the ordinance was passed at 7:10 P.M. and submitted to the Mayor for signature. The motion *Prevailed*.

The following is said ordinance as passed:

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

WHEREAS, The City has determined that it is desirable and in the public interest to issue and sell \$140,000,000 aggregate principal amount of its General Obligation Notes, Series of August, 1981 (the "Notes") in order to finance the Corporate Fund of the City and to secure the Notes by pledging the proceeds of real property taxes levied hereunder (to the extent not abated as contemplated herein); and

WHEREAS, The City is authorized to issue the Notes and pledge its taxes as provided in this Ordinance pursuant to its powers as a home rule unit under the Illinois Constitution; now, therefore,

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

SECTION 1. The Mayor of the City (the "Mayor") and City Comptroller of the City (the "City Comptroller") are authorized to issue and sell \$140,000,000 aggregate principal amount of the Notes pursuant to this Ordinance in order to meet and defray necessary expenses and liabilities of the City's Corporate Fund.

SECTION 2. The Notes shall be designated "General Obligation Notes, Series of August, 1981", shall be dated August 1, 1981, shall be issued as coupon Notes, registrable as to principal only, in the denomination of \$5,000 each, shall be numbered consecutively from one upwards, and shall mature serially on December 1 of each of the years and in the principal amounts hereinafter set forth and shall bear interest from their date until the principal sum is paid or provided for at the annual rates hereinafter set forth (or such lesser rates as shall be established pursuant to Section 11 hereof), computed on the basis of a 360-day year:

Year	Principal Amount	Interest Rate
1982	\$20,000,000	12%
1983	\$50,000,000	12%
1984	\$70,000,000	12%

Interest on the Notes shall be payable on December 1, 1981 and semi-annually thereafter on each June 1 and December 1 until the principal amount is paid, but only upon presentation and surrender of the interest coupons attached thereto as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the City Treasurer of the City (the "City Treasurer") in Chicago, Illinois, or, at the option of the holder, at the office of Morgan Guaranty Trust Company of New York in New York, New York.

The Notes maturing December 1, 1983 and December 1, 1984 are subject to redemption, in whole or in part, on June 1, 1983 or on any December 1 or June 1 thereafter, at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date. In the event that less than all of the Notes are to be redeemed they shall be redeemed in the direct order of maturity and within a maturity by lot in any reasonable manner as determined by the City.

In the event of any redemption, the City shall give notice specifying the maturities and amounts of the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon each Note to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication in a newspaper or financial journal of general circulation in the City of Chicago, Illinois and a newspaper or financial journal of general circulation in the City of New York, New York, such publication to be not less than thirty days nor more than sixty days prior to the redemption date. The City shall also mail, by first class mail (postage prepaid), a copy of such notice, not more than sixty days and not less than thirty days before the redemption date to the registered owners of any Notes which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes.

Notice having been given by publication in the manner provided, the Notes so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with all appertaining coupons maturing subsequent to the redemption date, such Notes shall be paid at the redemption price plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If, on the redemption date, moneys for the redemption of all the Notes to be redeemed, together with interest to the redemption date, shall be held by the paying agent or co-paying agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Notes so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Notes shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Each Note shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual signature of the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed, impressed or printed thereon. Each interest coupon shall be executed by the facsimile signatures of the Mayor and the City Clerk. The Mayor, the City Comptroller and the City Clerk have filed or shall file with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures

of such persons to execute the Notes and interest coupons is authorized pursuant to the filing. In case any officer of the City whose manual or facsimile signature appears on a Note or interest coupon shall cease to be such officer before the delivery of such Note or interest coupon, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 3. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal only in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 4. Each Note, interest coupon and form of registration shall be in substantially the following form:

(Form of Note)
United States of America
State of Illinois
City of Chicago
General Obligation Note
Series of August, 1981

Number..... \$.....

The City of Chicago, Illinois (the "City"), a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the 1970 Constitution of the State of Illinois, for value received, hereby promises to pay to bearer, or if this Note is registered as to principal, then to the registered owner hereof, the sum of (\$.....) on December 1, ..., together with interest thereon from the date hereof until said principal sum is paid or provided for at the rate of percent (.....%) per annum computed on the basis of a 360-day year, payable on December 1, 1981 and semi-annually thereafter on each June 1 and December 1.* Interest due on or prior to maturity is payable only upon presentation and surrender of the interest coupons attached hereto as they severally become due.

Both the principal of and interest on this Note are payable in lawful money of the United States of America at the office of the City Treasurer of the City in Chicago, Illinois, or, at the option of the holder, at the office of Morgan Guaranty Trust Company of New York in New York, New York.

This Note is one of a series of notes of like date in the aggregate principal amount of One Hundred Forty Million Dollars (\$140,000,000) issued under the constitutional home rule powers of the City and the specific authority contained in an ordinance passed by the City Council of the City on July, 1981 (the "Note Ordinance") for the purpose of providing financing for the City's Corporate Fund.

This Note is subject to redemption on June 1, 1983 or on any interest payment date thereafter at a redemption price equal to the principal amount hereof plus accrued interest to the redemption date.**

*For Notes maturing December 1, 1983 and December 1, 1984, insert "unless and until this Note shall have been duly called for previous redemption and payment provided for."

**For Notes maturing December 1, 1982, delete this

In the event of any redemption, the City shall give notice specifying the maturities and amounts of the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon each Note to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication in a newspaper or financial journal of general circulation in the City of Chicago, Illinois and a newspaper or financial journal of general circulation in the City of New York, New York, such publication to be not less than thirty days nor more than sixty days prior to the redemption date. The City shall also mail, by first class mail (postage prepaid), a copy of such notice, not more than sixty days and not less than thirty days before the redemption date to the registered owners of any Notes which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes.

Notice having been given by publication in the manner provided, the Notes so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with all appurtenant coupons maturing subsequent to the redemption date, such Notes shall be paid at the redemption price plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If, on the redemption date, moneys for the redemption of all the Notes to be redeemed, together with interest to the redemption date, shall be held by the paying agent or co-paying agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Notes so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Notes shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

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

This Note constitutes a general obligation and debt of the City, and the full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Note in accordance with its terms. This Note and the series of which it is a part are secured by a pledge of proceeds of real property taxes levied by the City (to the extent not abated as provided in the Note Ordinance), as provided in the Note Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to

have happened and to have been performed precedent to and in connection with the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the total indebtedness of the City, including this Note and the series of which it is a part, does not exceed any constitutional or statutory limitation.

In Witness Whereof, the City of Chicago, Illinois, by its City Council, has caused this Note to be executed by the manual or facsimile signatures of its Mayor and its City Comptroller and attested by the manual signature of its City Clerk or its Deputy City Clerk, its corporate seal to be affixed, impressed or printed hereon, and the interest coupons attached hereto to be executed by the facsimile signatures of said Mayor and said City Clerk, all as of August 1, 1981.

.....
Mayor, City of Chicago

.....
City Comptroller

.....
City Clerk

(Form of Coupon Payable Prior to June 1, 1983)

Number..... \$.....

On, 198..., the City of Chicago, Illinois (the "City"), promises to pay to bearer Dollars (\$.....) in lawful money of the United States of America at the Office of the City Treasurer of the City in Chicago, Illinois, or, at the option of the holder, at the office of Morgan Guaranty Trust Company of New York in New York, New York, for interest due that day on its General Obligation Note, Series of August, 1981, dated August 1, 1981.

Number.....
.....
Mayor, City of Chicago

.....
City Clerk,
City of Chicago

(Form of Coupon Payable On or After June 1, 1983)

Number..... \$.....

On 1, 198..., unless the Note hereinafter mentioned shall have been duly called for previous redemption and payment provided for, the City of Chicago, Illinois (the "City"), promises to pay to bearer Dollars (\$.....) in lawful money of the United States of America at the office of the City Treasurer of the City in Chicago, Illinois, or, at the option of the holder, at the office of Morgan Guaranty Trust Company of New York in New York, New York, for interest due that day on its General Obligation Note, Series of August, 1981, dated August 1, 1981.

Number.....
.....
Mayor, City of Chicago

.....
City Clerk,
City of Chicago

(FORM OF REGISTRATION)

Date	Registered Owner	Signature of the City Comptroller of the City of Chicago
.....		
.....		
.....		
.....		
.....		

SECTION 5. Each Note shall be a direct and general obligation of the City to the payment of which (as to both principal and interest) the City pledges its full faith and credit. Each Note shall be payable (both as to principal and interest) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 6 hereof).

SECTION 6. For the purpose of providing the funds required to pay the principal of and interest (at the maximum rate or rates authorized pursuant to Section 2 hereof) on the Notes promptly as the same become due, there is hereby levied and there shall be collected a direct annual tax upon all taxable property in the City sufficient for such purpose, including but not in limitation of the foregoing, a tax sufficient to produce the following amounts for the following years:

<i>Year of Levy</i>	<i>Amount</i>
1981	\$36,800,000
1982	\$64,400,000
1983	\$78,400,000

The term "Pledged Taxes" shall mean the taxes hereinabove levied for any levy year to be collected in the next succeeding year for the purpose of providing the funds required to pay (i) interest on the Notes becoming due on June 1 of such next succeeding year and (ii) principal of and interest on the Notes becoming due on December 1 of such next succeeding year, less any abatement thereof pursuant to this Section 6. Prior to the last date on which certificates of tax abatement with respect to the Pledged Taxes for any year of levy are permitted by the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks") to be filed, the City may, at its option, deposit into the Escrow Account (as hereinafter defined) any available moneys of the City in an amount not exceeding the amount required to pay the principal of and interest on the Notes when and as the same falls due during the year next succeeding such year of levy. If any funds have been so deposited or if any funds are otherwise on deposit in the Escrow Account, the City Comptroller shall, on or prior to such date, file certificates of tax abatement with respect to the tax hereinabove levied for such levy year in the offices of such County Clerks and shall concurrently file copies thereof in the office of the City Clerk. Such certificates shall refer to the amount of taxes hereinabove levied for such levy year for the payment of principal of and interest on the Notes during the next succeeding year and shall indicate the amount of funds then on deposit in the Escrow Account, which amount is to be abated from the taxes herein levied for such levy year, and further indicating the remainder of such taxes herein levied for such levy year which are to be extended for collection by said respective County Clerks.

SECTION 7. The City shall appropriate amounts sufficient to pay principal of and interest on the Notes for the years such amounts are due, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 8. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Escrow For Payment of City of Chicago General Obligation Notes, Series of August, 1981" (the "Escrow Account"), said Escrow Account to be maintained with Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as escrow agent (the "Escrow Agent"), pursuant to an agreement entitled "Escrow Agreement (General Obligation Notes, Series of August, 1981)" (the "Escrow Agreement") between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A.

SECTION 9. The City Treasurer is hereby ordered and directed to deposit proceeds of the Pledged Taxes and other moneys into the Escrow Account in accordance with the terms of the Escrow Agreement. Moneys so deposited in the Escrow Account shall be invested in accordance with the Escrow Agreement and shall be used solely and only for the purpose of paying principal of and interest on the Notes so long as any Notes remain outstanding. The City hereby pledges, as security for the Notes, all present and future proceeds of the Pledged Taxes for the sole benefit of the holders of the Notes. Holders of the Notes shall have a claim against the levy therefor and a first and prior lien upon all present and future proceeds of such levy, and upon all moneys deposited in the Escrow Account for the purpose of paying principal of and interest on the Notes, but only after such proceeds and moneys are deposited in the Escrow Account and only until the principal of and interest on the Notes are paid in full or until such proceeds and moneys are withdrawn or removed from the Escrow Account pursuant to the Escrow Agreement. On each interest payment date, moneys in the Escrow Account shall be transferred in accordance with the Escrow Agreement.

In the event that the taxes hereinabove levied have not been abated for any levy year and proceeds of such taxes are not available in time to make any payments of principal of or interest on the Notes when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Notes as the same become due.

SECTION 10. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks, and such filing shall constitute the authority for and it shall be the duty of said County Clerks in each year beginning in 1981 to and including 1983, to extend the taxes levied pursuant to Section 6 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

SECTION 11. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than ninety-eight percent (98%) of par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than ninety-eight percent (98%) of par and on such terms as they may deem to be in the best interests of the City (which terms may be set forth in a note purchase or underwriting agreement which they are hereby authorized to execute and deliver); provided that, in either case, the interest rate for the Notes of each maturity shall not exceed the rate specified therefor in Section 2 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, and the interest rate or rates on the Notes, and thereafter the Notes shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

In the event that the Notes of any maturity are sold bearing an interest rate or rates less than the rate specified therefor in Section 2 hereof, then the City Comptroller shall include in the notifica-

tion of sale referred to above further information to indicate the amount of reduction in interest cost to the City resulting from such sale at a lower rate or rates of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement. Such certificates shall refer to the amount of taxes levied pursuant to Section 6 hereof, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate or rates specified therefor in Section 2 hereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which are to be extended for collection by said County Clerks.

The proceeds from the sale of the Notes (after payment of the costs of issuance and deposit into the Escrow Account of an amount sufficient to pay interest due on the Notes on December 1, 1981) shall be used to pay or reimburse the City for payment of costs of the City's Corporate Fund.

SECTION 12. The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest payable on any of the Notes subject to federal income taxes by reason of the Notes being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 13. The Escrow Agreement, in substantially the form attached hereto as Exhibit A, shall be entered into and the same is hereby approved and shall be executed for and on behalf of the City by the Mayor, the City Treasurer and the City Comptroller, attested by the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed thereto.

SECTION 14. This Ordinance is made pursuant to the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Notes and the Escrow Agreement.

SECTION 15. The Mayor and the City Comptroller may each designate another to act as their respective proxies and to affix their respective signatures to the Notes, the Escrow Agreement, and any other instrument, certificate, agreement or document required or permitted to be signed by the Mayor or the City Comptroller pursuant to this Ordinance or the Escrow Agreement. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates, agreements and documents which such person shall be authorized to sign as proxies for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and then filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate, agreement or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate, agreement or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 16. The Notes herein authorized may be initially issued in temporary form exchangeable for definitive Notes when ready for delivery. The tem-

porary Notes shall be of such denomination or denominations, with or without coupons, as may be mutually agreed upon between the City Comptroller and the purchasers and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Note shall be executed by the officials of the City upon the same conditions and in substantially the same manner as the definitive Notes. If temporary Notes are issued, the City will use its best efforts to furnish and execute the definitive Notes without delay and thereupon the temporary Notes may be surrendered for cancellation and exchanged therefor. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Ordinance as definitive Notes duly executed and delivered hereunder.

SECTION 17. To the extent that any statutes, ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any provision of this Ordinance shall be prohibited by or invalid under Illinois or Federal law, that provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Ordinance. This Ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication as provided by law.

[Escrow Agreement attached to this Ordinance reads as follows]:

This Escrow Agreement, dated as of August 1, 1981, by and between the City of Chicago, Illinois, a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the 1970 Constitution of the State of Illinois, and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as escrow agent, not individually, but in the capacity as hereinafter described, a national banking association organized and existing under the laws of the United States of America, with its principal office in Chicago, Illinois, in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I. Definitions

The following words and terms used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning:

1.01. "Additional Deposits" has the meaning set forth in Section 2.02(B) hereof.

1.02. "Agreement" means this Agreement between the City and the Escrow Agent.

1.03. "City" means the City of Chicago, Illinois, a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the 1970 Constitution of the State of Illinois.

1.04. "Comptroller" means the City Comptroller of the City.

1.05. "Escrow Account" means the special account created by the Note Ordinance and Section 2.01 hereof for the purpose of holding funds for the payment of principal of and interest on the Notes, and designated as the "Special Escrow for Payment of City of Chicago General Obligation Notes, Series of August, 1981".

1.06. "Escrow Agent" means Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as escrow agent, and any successor thereto as Escrow Agent.

1.07. "Note Ordinance" means the ordinance passed by the City Council of the City on July . . . , 1981, authorizing the issuance of the Notes, the execution of this Agreement and the establishment of the Escrow Account, and providing for the levy and collection of the Pledged Taxes, together with all ordinances supplemental thereto or amendatory thereof.

1.08. "Notes" means the \$140,000,000 aggregate principal amount of General Obligation Notes, Series of August, 1981, of the City issued pursuant to the Note Ordinance.

1.09. "Paying Agents" means the Treasurer and any other paying agent designated in the Note Ordinance.

1.10. "Permitted Investments" means: (a) interest bearing general obligations of the United States; (b) United States treasury bills and other non-interest bearing general obligations of the United States when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest; (c) time deposits evidenced by certificates of deposit issued by financial institutions (which may include the Escrow Agent) which are members of the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, *provided* that such time deposits are continuously secured by obligations described in clauses (a), (b) or (d) of this Section 1.10 having at all times a market value at least equal to the maturity value of the deposits so secured including accrued interest; (d) short-term discount obligations of the United States Government or United States Government agencies fully guaranteed as to principal and interest by the United States Government; and (e) repurchase agreements with the financial institutions described in clause (c) of this Section 1.10 (which may include the Escrow Agent) and government bond dealers reporting to, trading with, and recognized as primary dealers by, a Federal Reserve Bank, the underlying securities of which are obligations described in clauses (a), (b) or (d) of this Section 1.10, *provided* that the underlying securities are required to be continuously maintained at a market value of not less than the amount so invested.

1.11. "Pledged Taxes" in respect of any Year means the direct annual taxes levied by the City upon all taxable property in the City pursuant to the Note Ordinance (less any abatements thereof authorized by the Note Ordinance) for collection in such Year for the purpose of providing the funds required to pay (i) interest on the Notes becoming due on June 1 of such Year and (ii) principal of and interest on the Notes becoming due on December 1 of such Year.

1.12. "Treasurer" means the Treasurer of the City.

1.13. "Year" means a calendar year.

ARTICLE II. *Creation of the Escrow*

2.01. Establishment of Escrow Account. The Escrow Account is hereby established with the Escrow Agent pursuant to the Note Ordinance and this Agreement, separate and segregated from all other funds and accounts of the City.

2.02. Pledged Taxes and Additional Deposits. Pursuant to the Note Ordinance and for the purpose of providing the funds required to pay principal of and interest on the Notes as the same become due, the Pledged Taxes and the Additional Deposits shall be paid to the Escrow Agent for deposit in the Escrow Account in accordance with the following procedures:

(A) Pledged Taxes—Prior to the receipt of the first distribution of collections of property taxes in each Year, commencing in 1982, the Com-

troller shall issue to the Treasurer (with a copy to the Escrow Agent) a Segregation Order specifying the percentage of each distribution to be received during such Year which is attributable to the Pledged Taxes and directing that such percentage of each such distribution be segregated and paid to the Escrow Agent. Promptly upon receipt of each such distribution of property taxes from the County Collector, The Treasurer shall so segregate and pay to the Escrow Agent for deposit in the Escrow Account an amount equal to the amount of such distribution multiplied by the percentage specified in the Segregation Order.

(B) Additional Deposits—In the event that sufficient moneys are not on deposit in the Escrow Account to make any required principal or interest or redemption payment on the Notes when due, then other moneys of the City shall be paid to the Escrow Agent for deposit therein (the "Additional Deposits"), not less than one (1) business day before such principal or interest or redemption payment is due, in an amount sufficient to provide for the timely payment thereof.

Such segregations, payments and deposits shall continue during each Year, but only until an amount has been so deposited which, together with all moneys on deposit in the Escrow Account, is sufficient to pay (i) interest on the Notes becoming due on June 1 of such Year and (ii) principal of and interest on the Notes becoming due on December 1 of such Year, and thereafter no further deposits shall be required during such Year.

2.03. Other Deposits. To the extent that the Note Ordinance provides for or permits the deposit into the Escrow Account of proceeds of the Notes or other moneys for the purpose of paying principal of or interest on the Notes, upon deposit such amounts shall be held hereunder and applied in accordance with the Note Ordinance and the provisions hereof.

ARTICLE III. *Operation of the Escrow Account*

3.01. Amounts Held in Escrow Account. Moneys deposited in the Escrow Account shall be used solely and only for the purpose of paying principal of and interest on the Notes and shall not be used for any other purpose (other than making investments permitted by Section 3.03 hereof) so long as any Notes remain outstanding. The holders of the Notes shall have a first and prior lien upon all moneys deposited in the Escrow Account, including (i) all present and future proceeds of the Pledged Taxes, (ii) the Additional Deposits, and (iii) any other deposits, but only after such moneys are deposited in the Escrow Account and only until the principal of and interest on the Notes are paid in full or until such moneys are withdrawn or removed from the Escrow Account pursuant to this Section 3.01 or Section 3.03 hereof. After all payments due and to become due to holders of the Notes have been made or provided for, any amount remaining on deposit in the Escrow Account shall be paid to the City.

3.02. Payment of the Notes. On each interest payment and redemption date, the Escrow Agent shall withdraw from the Escrow Account and transfer to the Paying Agents moneys sufficient to pay principal of and interest on the Notes due on such date. All such transfers of money to the Paying Agents shall be in immediately available funds. The remittance by the Escrow Agent of such moneys to the Paying Agents shall fully release and discharge the Escrow Agent from any further duty or obligation with respect thereto under this Agreement. The Escrow Agent is authorized to liquidate any investments in the Escrow Account in order to make available moneys necessary to make such transfers.

3.03. Investment of Moneys in Escrow Account. Pending the need for the moneys deposited in the Escrow Account to be used to make principal or interest or redemption payments on the Notes, said moneys may be invested by the Escrow Agent in Permitted Investments in accordance with the written directions of the Comptroller, with written affirmation of the Treasurer. Investments shall be scheduled to mature within the time required to pay principal of and interest on the Notes when due.

The Escrow Agent shall report on the status of investment of moneys in the Escrow Account on a monthly basis pursuant to Section 3.04, and distributions of net earnings on Permitted Investments shall be paid as received to the City; *provided, however*, that at any time when the other moneys on deposit in the Escrow Account are not sufficient to make all payments due and to become due to holders of the Notes on June 1 and December 1 of the then current Year, net earnings on Permitted Investments shall first be used to make such payments to the extent such other moneys are insufficient.

3.04. Reports. The Escrow Agent shall submit to the Treasurer and the Comptroller a monthly statement by the 10th of each month, commencing in 198..., itemizing all moneys received by it and all transfers and payments made by it under the provisions of this Agreement during the preceding month, and also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

The Comptroller shall advise the Escrow Agent at least ten (10) days prior to each interest or redemption payment date of the amount of principal and/or interest becoming due on the Notes on such date. If it shall then appear to the Escrow Agent that the total moneys in the "Escrow Account, including deposits therein, investments and earnings on investments, will not be sufficient to make all payments due to the holders of the Notes on such date, the Escrow Agent shall notify the City not less than five (5) days prior to such date and the City shall make Additional Deposits pursuant to Section 2.02 hereof. Any failure by the Escrow Agent to so notify the City shall not relieve the City of its obligation to make Additional Deposits pursuant to Section 2.02 hereof.

3.05. Payment of Fees. The fees of the Escrow Agent and the Paying Agents shall be paid by the City. Such fees shall be competitive with fees charged for similar services by other banking institutions in the City.

ARTICLE IV. Covenants

The City and the Escrow Agent covenant and agree as follows:

4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals herein (except those relating to its own organization), (b) the performance of or compliance with any covenant, condition, term or provision of the Notes or the Note Ordinance, and (c) any undertaking or statement of the City hereunder or under the Notes or the Note Ordinance. The Escrow Agent is not a trustee for the holders of the Notes and has no obligation in its capacity as Escrow Agent to enforce the rights of the holders of the Notes under the Note Ordinance or this Agreement.

4.02. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own gross negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under

this Agreement or to enter any appearance in any suit, action, or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery. The Escrow Agent shall promptly notify the City of any such suit, action or proceeding.

4.03. The Escrow Agent, in its separate capacity as a banking institution, may in good faith buy, sell or hold and deal in any of the Notes. The Escrow Agent may also, at the direction of the Comptroller and the Treasurer as provided in Section 3.03, invest for the Escrow Account in certificates of deposit issued by itself and in other Permitted Investments purchased from itself; *provided, however*, that the Escrow Agent shall not have or exercise any right of set-off with respect to the Escrow Account against any obligation of the City.

4.04. All transfers and payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions of this Agreement shall be made and done by the Escrow Agent without any further direction or authority of the City except as expressly provided herein.

4.05. The Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by the City or any other person, firm or corporation, except (i) only such notices or instructions as are hereinabove specifically provided for and (ii) orders or process of any court having jurisdiction duly entered or issued. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then, the Escrow Agent shall promptly notify the City thereof and in any of such events the Escrow Agent is authorized, in its discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if it complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

4.06. The Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgement. The Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

4.07. The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of any securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall it be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be liable for any depreciation or change in the value of such investments.

4.08. If the Escrow Agent reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Escrow Agent hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorneys' fees shall be paid by the City of Chicago Office of the Corporation Counsel, Department of Law, upon timely notice thereof having been given.

4.09. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

ARTICLE V. Notices to the City and the Escrow Agent

5.01. All notices and communications to the City shall be addressed in writing to:

The City Treasurer
Room 204
City Hall
Chicago, Illinois 60602

The City Comptroller
Room 501
City Hall
Chicago, Illinois 60602

5.02. All notices and communications to the Escrow Agent shall be addressed in writing to:

Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693
Attention: Corporate Trust Department

Notices shall not be deemed to be given until actually received, in the case of the City, by an employee in the office of either the Comptroller or the Treasurer and, in the case of the Escrow Agent, by an officer in its Trust Department or other Trust Department employee administering the Escrow Account. The Escrow Agent shall at all times keep the City informed as to the names of its officers and other employees who are directly involved in the administration of the Escrow Account. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

ARTICLE VI. Resignation of Escrow Agent

The Escrow Agent may at any time resign as escrow agent under this Agreement by giving thirty days written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution located within the City which is authorized to maintain trust accounts under Federal or Illinois law.

ARTICLE VII. Alteration and Termination of Agreement

The City and the Escrow Agent may change and alter the terms of this Agreement for the following purposes:

(A) to correct errors, clarify ambiguities or insert inadvertently omitted material; or

(B) to alter the procedures of Article II or III of this Agreement and definitions pertaining thereto necessitated by changes in Illinois law and procedures thereunder with respect to the collection, abatement and distribution of taxes;

provided, however, that such changes and alterations shall not materially affect the protections provided by this Agreement to the holders of the Notes.

Upon the payment in full of all of the Notes as hereinabove provided for, the Escrow Agent shall transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof given the City, and thereupon this Agreement shall terminate.

In Witness Whereof, the City of Chicago has caused this Agreement to be signed in its name by its Mayor, its Treasurer and its Comptroller, attested by its City Clerk or its Deputy City Clerk, and the corporate seal of the City to be affixed hereto; and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, not individually but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its Vice Presidents and attested by one of its Trust Officers under its corporate seal hereunto affixed, all as of the date first above written.

(Seal) City of Chicago, Illinois
By
Mayor
Attest: By
Treasurer
.....
City Clerk

By
Comptroller
Continental Illinois
National Bank and
Trust Company of
Chicago, as Escrow Agent
(Seal) By
Vice President
Attest:

Trust Officer

Supplemental Appropriation Authorized for Year 1981.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, page 6547, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report authorizing a Supplemental Appropriation for the Year 1981.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Natarus, Merlo, Schuller, Stone—38.

Nays—Aldermen Bloom, Huels, Sheahan, Pucinski, Oberman, Clewis, Axelrod, Volini, Orr—9.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has adopted a Chicago Service Tax and a Chicago Sales Tax and revised the Municipal Cigarette Tax and approved a borrowing of \$140,000,000 for corporate purposes subsequent to the adoption of the Annual Appropriation Ordinance for 1981 (and amendments and supplemental appropriations thereto); and

WHEREAS, The estimate of revenue to be derived from the Chicago Service Tax for the remainder of year 1981 is \$21,000,000 and the revenue to be derived from the Chicago Sales Tax is \$30,000,000 and additional revenue from the Municipal Cigarette Tax is \$5,200,000 and the revenue from the borrowing is \$140,000,000; now, therefore,

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

SECTION 1. The revenues available to the City of Chicago for Corporate Purposes Fund for the fiscal year beginning January 1, 1981 have changed as follows:

Addition of Chicago Service Tax in the amount of \$21,000,000
 Addition of Chicago Sales Tax in the amount of \$30,000,000
 Additional Municipal Cigarette Tax receipts of \$5,200,000
 Addition of note proceeds of \$140,000,000.

SECTION 2. The following amounts (indicated by an asterisk (*)) are hereby appropriated from the Corporate Purposes Fund for the fiscal year beginning January 1, 1981 and ending December 31, 1981 for the following objects and purposes, said amounts being in addition to the appropriations made by the annual appropriation ordinance for 1981 and amendments thereto:

Department of Finance-General
 100.9112

*9112.815 For payment of expenses related to the implementation of the Chicago Service Tax and Chicago Sales Tax \$ 1,200,000
 *9112.964 Deferred Transit Funding \$ 95,000,000
 *9112.999 For Grants to Chicago Transit Authority \$100,000,000.

SECTION 3. This ordinance takes effect on the first day of the first month after its due passage and publication.

Approval Given to Agreement Between City and C.T.A. Providing for Purchase of C.T.A. Accounts Receivable by City.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, pages 6547-6549, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report giving approval to an agreement between the City of Chicago and the Chicago Transit Authority providing for the purchase of Chicago Transit Authority Accounts Receivable by the City of Chicago.

Alderman Frost presented an amendment to the proposed ordinance which reads as follows:

Schedule A

Chicago Transit Authority Sale of Accounts Receivable to the City of Chicago owing from or payable by the Regional Transportation Authority.

Financial Assistance from the Regional Transportation Authority Designated on the CTA's records as:

Public Funding	
Five weeks ended June 27, 1981	\$19,758,044
Student and Elderly Reduced Fare Reimbursements	
Quarter ended December 31, 1980	8,173,095
Quarter ended March 31, 1981	12,300,812

Total "Accounts" of the CTA to be purchased by the City of Chicago \$40,231,951

On motion of Alderman Frost the proposed amendment was *Passed*, by a viva voce vote.

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

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

Nays—Aldermen Huels, Sheahan—2.

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

The following is said ordinance as passed:

WHEREAS, The uninterrupted operation of public transportation in the City of Chicago is essential to the public health, safety and welfare, economic well-being and maintenance of full employment; and

WHEREAS, An emergency exists in the City because the Chicago Transit Authority ("CTA") is unable to obtain funds needed to continue to provide essential public transportation services to the public in accordance with its franchise agreement with the City and without such funds the CTA will be unable to pay salaries and wages to its employees and amounts owed to vendors and suppliers and will be required to cease operating; and

WHEREAS, The cessation of operations by the CTA would create a clear and present danger to the health, safety and welfare of the City and other communities in the Chicago metropolitan area and throughout the State of Illinois and would have serious adverse consequences for the economies of the City, the Chicago metropolitan area and the State as a whole; and

WHEREAS, The City has available for investment certain funds which are not immediately necessary for other City purposes and desires to invest such funds at a reasonable return; now, therefore,

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

SECTION 1. The Mayor and City Comptroller of the City are hereby authorized to execute and deliver an Agreement (the "Agreement") between the City and the CTA, in substantially the form attached as Exhibit A, providing for the investment of up to \$20,000,000 of the City's general funds through a purchase from the CTA of all of its Accounts (as defined in the Agreement) such purchase to be made on the terms and conditions provided in the Agreement, including the obligation of the CTA to repurchase all or part of such Accounts upon certain conditions at a price which will result in a reasonable return to the City.

SECTION 2. The authorization granted by this Ordinance is granted notwithstanding the limitations set forth in Section 41 of Chapter 7 of the Municipal Code of the City of Chicago and such authorization shall be in addition to the powers set forth in Section 41 of Chapter 7 of the Code.

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

[Agreement attached to this Ordinance reads as follows]:

This Agreement dated as of the day of July, 1981 between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois (hereinafter the "City") and the Chicago Transit Authority, a unit of local government and a body politic and corporate existing under the laws of the State of Illinois (hereinafter the "CTA");

WITNESSETH:

Whereas, the CTA presently provides transportation services in the City pursuant to the Metropolitan Transportation Act and a franchise granted by the City; and

Whereas, the CTA is experiencing severe financial difficulties and desires to sell and convey certain assets which are not presently useful in its operation in order to provide operating cash to enable the CTA to continue to provide such transportation services to the people of Chicago; and

Whereas, the CTA owns certain Accounts (as hereinafter defined), which are payable to the CTA by the Regional Transportation Authority, a unit of local government and a body politic and corporate (hereinafter referred to as "RTA"); and

Whereas, the City has available certain funds which are not immediately necessary for other City purposes and is willing to purchase the Accounts (as hereinafter defined) of the CTA as an investment on the terms herein set forth in order to provide operating cash to the CTA to enable the CTA to continue to provide transit service in the City.

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

1. **Sale of Accounts.** The CTA hereby assigns, conveys and sells to the City, as absolute owner thereof, all of its right, title and interest in and to those certain accounts, accounts receivable, chooses in action, contract rights, and all other forms of obligations owing from or payable by the RTA, whether in the form of accounts payable, gifts, grants, entitlements, indemnities, reimbursements or otherwise, including the CTA's share of RTA taxes and federal and state grants, identified on Schedule A hereto including all cash and other proceeds thereof (all of which are designated collectively herein as "Accounts"). The CTA agrees not to assign, convey, sell, pledge or otherwise encumber the Accounts to or for the benefit of any other person.

2. **Collection.** The CTA appoints the City its agent for the collection of all sums due in respect of all Accounts sold by it to the City. The CTA covenants and undertakes that it will not in any way interfere with or attempt to interfere with the City's collection of sums due in respect of the Accounts.

3. **Purchase Price.** The purchase price for the Accounts shall be \$20,000,000, payable installments as follows: provided, however, that in the event of a repurchase of uncollected Accounts by the CTA pursuant to Paragraph 5 hereof, the City shall have no further obligation to pay under this Paragraph. 3. The initial installment shall be in the amount of \$..... payable upon the execution of this Agreement. Subsequent installments, if any, shall be paid from time to time in such amounts and at such times prior to September 30, 1981 as the City shall, at its option, specify.

4. **Conditions.** This Agreement and the sale of Accounts are subject to the conditions that prior to the execution and delivery of this Agreement the Board of the RTA shall have approved the sale of the Accounts and the RTA shall have executed a written consent to such sale.

5. **Repurchase of Accounts.**

(a) The CTA shall have the right and option at any time on demand, to repurchase all uncollected Accounts from the City at the repurchase price and on the terms set forth in Paragraph 5(c).

(b) In the event the City, the RTA, the State of Illinois or another governmental entity makes a grant or otherwise provides funding to the CTA in an amount sufficient to enable the CTA to repurchase all uncollected Accounts from the City at the repurchase price set forth in Paragraph 5(c), the CTA shall repurchase such uncollected Accounts at such repurchase price and on the terms set forth in Paragraph 5(c).

(c) The repurchase price for uncollected Accounts repurchased by the CTA pursuant to Paragraph 5(a) or (b) shall be an amount equal to (i) the aggregate amount of purchase price installments paid to the CTA pursuant to Paragraph 3 from the date hereof to the date of such repurchase (the "Cash Payments"), plus (ii) interest from the date hereof to the date of repurchase on the amount of Cash Payments which from time to time have been received by the CTA at the rate of 1% per month, computed on the basis of 30-day months, minus (iii) the aggregate amount of the City's cash collections, if any, from Accounts to the date of repurchase. The repurchase price shall be paid in cash against delivery by the City of a bill of sale or other instrument documenting the reconveyance of the Accounts to the CTA.

6. **Amendments.** The parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to a writing executed by all parties hereto. No costs or obligations shall be incurred in consequence of any amendment to this Agreement unless and until such a written amendment has been executed.

In Witness Whereof, the parties hereto have caused this Agreement to be made effective and executed as of the date set forth below by their respective duly authorized officials.

Date:

City of Chicago

Attest:

By:
Mayor

.....
City Comptroller

Chicago Transit
Authority

By:
Chairman

Attest:

.....

Schedule A attached to this ordinance reads as follows:

Chicago Transit Authority Sale of Accounts Receivable to the City of Chicago owing from or payable by the Regional Transportation Authority.

Financial Assistance from the Regional Transportation Authority Designated on the CTA's records as:

Public Funding	
Five weeks ended June 27, 1981	\$19,758,044

Student and Elderly Reduced Fare Reimbursements	
Quarter ended December 31, 1980	8,173,095
Quarter ended March 31, 1981	12,300,812

Total "Accounts" of the CTA to be purchased by the City of Chicago	\$40,231,951.
--	---------------

**Execution of Grant Agreement Authorized Between
City and C.T.A. Necessary for Maintenance
of Public Transportation Services.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, pages 6549-6552, recommending that the City Council Pass a proposed ordinance transmitted with the committee's report authorizing the execution of a grant agreement between the City of Chicago and the Chicago Transit Authority necessary for the maintenance of public transportation services.

Aldermen Bloom, Burke, Lipinski and Oberman presented sundry amendments to the proposed ordinance.

Alderman Frost moved to *Refer* all the amendments to the Committee on Finance.

The motion *Prevailed*.

Alderman Frost then moved the *Previous Question*.

The motion *Prevailed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bertrand, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schuller, Stone—33.

Nays—Aldermen Bloom, Humes, Huels, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Davis, Marcin, Oberman, Merlo, Volini, Orr—14.

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

Yeas—Alderman Roti, Barnett, Kenner, Evans, Bertrand, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schuller, Stone—33.

Nays—Aldermen Bloom, Humes, Huels, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Davis, Marcin, Oberman, Merlo, Volini, Orr—14.

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

The following is said ordinance as passed:

WHEREAS, The uninterrupted operation of public transportation in the City of Chicago ("City") is essential to the public health, safety and welfare, economic well-being and maintenance of full employment; and

WHEREAS, The Chicago Transit Authority ("CTA") was established by an act of the Illinois General Assembly to consolidate and operate public transportation within the City and adjacent suburbs; and

WHEREAS, The CTA has been granted a franchise from the City to operate a public transportation system within the City; and

WHEREAS, An emergency exists in the City because the CTA is unable to obtain funds needed to continue to provide essential public transportation services to the public and without such funds the CTA will be unable to pay salaries and wages to its employees and amounts owed to vendors and suppliers and will be required to cease operating; and

WHEREAS, The cessation of operations by the CTA would create a clear and present danger to the health, safety and welfare of the City and other communities in the Chicago metropolitan area and throughout the State of Illinois and would have

serious adverse consequences for the economies of the City, the Chicago metropolitan area and the State as a whole; and

WHEREAS, The City wishes to provide funds to the CTA to prevent a cessation of its operations and to enable the CTA to continue to carry out the obligations under its franchise; now, therefore,

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute and deliver a Grant Agreement (the "Agreement") between the City and the CTA, in substantially the form attached as Exhibit A, providing for a grant by the City to the CTA of up to \$100,000,000 for the purpose of providing operating funds for transportation services within the City, such grant to be made upon the terms and conditions set forth in the Agreement.

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

[Agreement attached to this ordinance reads as follows]:

This Agreement, effective as of by and between the City of Chicago, a Municipal Corporation (the "City") and the Chicago Transit Authority, a municipal corporation (the "Authority").

WITNESSETH:

Whereas, the Authority was established by statute to consolidate and operate public transportation within the City of Chicago and adjacent suburbs; and

Whereas, the Authority has been granted a franchise from the City to operate a public transportation system within the City; and

Whereas, the Authority has been a party to agreements with the Regional Transportation Authority (the "RTA"), pursuant to which the RTA has agreed to supply the Authority's public funding requirements, as herein defined; and

Whereas, the taxes, revenues and other funds of the RTA have been insufficient to meet the RTA's obligation to supply the Authority's public funding requirements; and

Whereas, the Authority has represented to the City that it cannot continue to fulfill its obligations under its franchise agreement without additional public funding from the City; and

Whereas, the City and the Authority are units of local government as provided in the 1970 Constitution (Art. VII, Sec. 6); and

Whereas, the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Illinois Revised Statutes, Ch. 127, Sec. 741-748, provide authority for intergovernmental cooperation, and, in Sec. 744, provide authority for establishment of an administrative joint body; and

Whereas, funding and operation of the Authority's public transportation system may be dealt with more effectively through the joint efforts of the City and the Authority, and by an administrative joint commission formed by the City and the Authority; now, therefore,

In consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Public Funds

(a) Subject to the terms and conditions of this Agreement, the City hereby agrees to grant to the Authority, from the general corporate fund of the City of Chicago, to be used by the Authority in providing public transportation services during the grant period, a sum equal to the difference between (a) the public funding requirements of the Authority, as defined in the agreement between the RTA and the Authority dated August 1, 1981 (the "RTA Agreement"), and (b) the sum equal to

the funds provided by the RTA to the Authority pursuant to the RTA Agreement; provided that in no event shall the aggregate sum paid by the City to the Authority as provided for herein exceed One Hundred Million Dollars for the period ending December 31, 1981, or thereafter exceed such funds as are appropriated by the City Council of the City of Chicago.

(b) Such grant shall be considered a supplement to the current revenue sources of the Authority and in no manner shall be considered as a replacement for sources of operating revenue, including but not limited to, fares and the Financial Assistance Grant from the Regional Transportation Authority, currently received by the Authority.

(c) Such grant shall be conditional on the Authority's renegotiation and modification of all existing contracts whose provisions conflict with any of the provisions of this grant agreement.

2. Payment of Grant

(a) The payment of the grant shall be made directly to the Authority in allotments as determined by the Comptroller of the City of Chicago upon application by the Authority.

(b) The payment of the grant is subject to the availability of sufficient funds in the general corporate fund of the City of Chicago and no allotment shall be paid if to do so would adversely affect the cash position of the City. The determination as to availability of such funds and of the City's cash position shall be made by the Mayor of the City of Chicago and such determination shall be in the sole discretion of the Mayor.

3. Use of Grant Proceeds

(a) The proceeds of the grant shall be used by the Authority solely for the purpose of (i) operation of public transportation within the City; (ii) wages and benefits of Authority employees; (iii) payments to vendors of the Authority for services duly related to the operation of public transportation.

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

4. Termination of Grant

(a) If any of the following events occur during the period of this Agreement, the grant specified herein shall be terminated:

- 1) The cessation of public transportation services within the City by the Authority;
- 2) Termination of the RTA Agreement;
- 3) Termination of current level of payment by the Regional Transportation Authority of grant funds under the RTA Agreement;
- 4) Written notice from the City, by its Mayor, that funds are no longer available for payment of this grant;
- 5) The failure of the Authority to conform to or perform any term, covenant or condition of this Agreement.

(b) Termination of this Agreement shall be effective immediately upon written notice by the City, through its Mayor, delivered to the chief operating officer of the Authority.

5. Repayment of Grant

In the event the Authority's own cash resources exceed existing or projected cash requirements, the City, through its Mayor, may demand and shall be entitled to, repayment of any grant made under this Agreement.

6. Administrative Joint Commission

(a) In order to insure the efficient application of the funds provided hereunder, and in order to maintain and enhance the continued efficient operation of the public transportation system by the Authority, there shall be created and established as an agency of both the City and the Authority, an administrative joint commission (the "Commission") which shall be the joint body administering public transportation services for the City and the Authority to the extent enumerated herein. The Commission shall be comprised of 13 members, seven of which shall be the members of the Chicago Transit Board created pursuant to the Metropolitan Transit Authority Act approved by the General Assembly on April 12, 1945, as amended (the "MTA Act"), and the remaining six of which shall be persons appointed by the Mayor of the City, with the advice and consent of the City Council of the City. Members appointed by the Mayor shall serve at the pleasure of the Mayor, and may be officers or employees of the City. No member of the Commission shall receive any compensation whatsoever for services as a member thereof.

(b) The Commission shall establish any necessary procedural rules and regulations to govern its meetings and actions, which shall be subject to the Open Meetings Act and to the following:

- 1) Each member shall have one vote.
- 2) Seven members of the Commission shall constitute a quorum for the transaction of business. All action of the Commission shall be by the affirmative vote of at least seven members.
- 3) From time to time the Commission shall elect from its own number a chairman for the term of three years or for the term of his office as a member of the Commission, whichever is shorter.
- 4) Each member shall have at least three days notice of the times and agendas for meetings, unless waived.
- 5) A member may vote in writing, without being present in person at a meeting, on agenda items.

7. Service and Fares

The Authority agrees as conditions to the receipt of the proceeds of this grant that (i) it will not change or modify the nature or standards of the public transportation services, (ii) it will not cancel, eliminate or reduce any route or diminish service or scheduling along any route (except for normal seasonal route rescheduling), (iii) it will not add or expand any route or increase service or scheduling along any route which would cause an increase in the Authority's public funding requirements, (iv) it will not increase or decrease the level or nature of fares or charges on any route, (v) it will not cancel, terminate, alter or otherwise change the terms and conditions, including cost, of any transfers or system of transfers or interconnections between different modes of transportation or between different public transportation agencies, and (vi) it will not cancel, terminate, alter or otherwise change the terms, conditions or manner by which it collects and disposes of fares or charges.

In the event the Authority desires to obtain the Commission's approval to take any of the above actions, it shall make such request in writing to the Commission stating the specific reasons for such changes.

8. Records, Access to Records and Audit; Inspection

The Commission, or any designee of the Commission, including the City, may perform, at any time, one or more audits of the books, contracts and accounts of the Authority. The Commission shall

also have the authority to examine the books, records, and accounts of the Authority's contractors with regard to the public funding requirements in respect of the public transportation services for which the grant is given.

The Authority agrees to make available to the Commission, or to its designee, all other books, records and documents in its possession pertaining to its public transportation services. The Commission and its designees shall have access to all the various records and documents referred to in this paragraph during the Authority's regular business hours.

The Authority agrees that the Commission, or its designees, may at reasonable times, conduct such inspections or examinations of the public transportation services as the Commission deems advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with the public transportation services or the business activity of the Authority.

9. Financial Statements

The Authority shall furnish Commission and the City with the following financial statements, forecasts, reports and documents:

(a) As soon as available and in any event within ten days after the date of this Agreement, a budget projection and a projection of public funding requirements for the next fiscal year, or lesser period, as may be requested by the City;

(b) Upon the execution of this Agreement and at least thirty days in advance of the start of each calendar quarter a statement setting forth the estimated public funding requirements of the Authority for each such quarter, all in reasonable detail and in a form approved by the Commission.

(c) As soon as available and in any event within thirty days after the end of each month, a statement of the public funding requirements of the Authority for such month and for the period from the beginning of the Grant Period to the end of such month, all in reasonable detail in a form approved by the Commission, and duly certified by the chief financial officer or his designee of the Authority as having been prepared in accordance with generally accepted accounting principles consistently applied;

(d) As soon as available and in any event within sixty days after the end of each fiscal year of the Authority covering any part of the Grant Period, a balance sheet as of the close of such fiscal year; statements of profit and loss and source and application of funds for the fiscal year then ended; and a statement of the public funding requirements of the Authority for the fiscal year then ended. Within ten days after the receipt by the Authority of the annual audit report of each fiscal year of the Authority covering any part of the Grant Period, audited balance sheets as of the close of such fiscal year; audited statements of profit and loss and source and application of funds for the fiscal year then ended; and an audited statement of the public funding requirements of the Authority for that part of the Grant Period covered by the fiscal year then ended. For each such fiscal year, such audited statements shall be certified by independent certified public accountants selected by the Authority and satisfactory to the Commission.

(e) From time to time such further statements, reports and other information regarding the public transportation services as the City or the Commission may reasonably request, such as regular monthly statements of income and expense, source and application of funds and cash flow.

(f) Upon request by the City, or the Commission, the Authority shall from time to time furnish the City and the Commission with a list of all reports and documents filed by it with government bodies and agencies, and, if requested in writing by the City, or the Commission, the Authority shall promptly furnish the City and the Commission with a copy of any such report or document.

10. Certain Covenants

The Authority shall:

(a) Obtain the approval of the Commission:

(1) for all Authority contracts entered into after the date of this Agreement in excess of \$5,000 including labor contracts and amendments thereto;

(2) for any loan to the Authority from whatever source;

(b) Grant to the Commission the right:

(1) to restructure the executive, administrative and professional offices of the Authority except those created by the MTA Act;

(2) to determine the nature, number and compensation of executive, professional and administrative positions in the service of the Authority, except those created by the MTA Act;

(3) to hire, discharge and lay off executive, professional and administrative personnel of the Authority, except those in positions created by the MTA Act;

(4) to order from time to time increased hiring, layoffs, cessation of hiring and curtailment of promotions of Authority employees involved in the operation, maintenance and repair of transportation equipment;

(5) to implement the recommendations of the special consultants hired by the City to review the operations, budget, financial position and management of the Authority;

(6) to order from time to time the reduction or elimination of expenses for travel by executive, administrative and professional employees of the Authority; for remodeling or renovation of executive, administrative and professional offices of the Authority; and for office equipment and supplies;

(7) to order the review and renegotiation of collective bargaining agreements;

(8) to revise, curtail, eliminate and add new existing routes of rail and surface transportation operated by the Authority;

(9) to determine the level and type of service on new and existing routes of rail and surface transportation operated by the Authority;

(10) to revise rates of fare;

(c) Not enter into, renew, extend, modify, or amend any agreement or understanding with a third party without the prior approval of the Commission;

(d) Make diligent efforts to otherwise reduce expenses.

The RTA acknowledges and consents to the assignment, transfer and delegation to the Commission hereunder of the foregoing powers, rights and authority of the Authority, notwithstanding anything to the contrary in the RTA Agreement.

11. Limits of Liability; No Agency

The Authority agrees that no liability arising out of the Authority's or the Commission's use or application of the Grant proceeds received by the Authority under this Agreement, shall be incurred by the City. The Authority further agrees that the City has no obligations to the Authority other than as expressly set forth in this Agreement; and that the City has no obligation of any kind whatsoever to make additional or future grants to the Authority. Without limiting the foregoing, it is further understood that in the event the City, in its sole discretion, should determine to make a future or additional grant to the Authority, the terms and conditions of any such grant shall not in any manner be limited or restricted by any of the terms and conditions of this Agreement.

Neither the Commission nor the City shall have any duty or obligation to any person to make any of the inspections, audits or examinations of the Authority's operations or books and records which the Commission and its designees have the right to make under this Agreement or under law or to disclose the results of such exercise. Such rights are for the sole benefit of the Commission and its designees. Neither the Authority nor third parties shall rely on the results of the Commission's, or its designees', exercise of any such rights nor upon the refusal or failure of the Commission to exercise any or all of such rights. In the exercise of these rights and in the performance of all other duties and covenants of this Agreement, the Authority is not the agent of the City and the City is not the agent of the Authority.

12. Indemnification

The Authority hereby assumes liability for and agrees to protect, hold harmless and indemnify the City, the Mayor's appointees to the Commission, and the City's officers, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against any such indemnified party, in any way relating to or arising out of any of the following or allegations or charges of any of the following: the failure of the Authority or the Commission to use the Grant proceeds in conformance with law; the violation by the Authority of any of its covenants or agreements under the Agreement; any tort or other action or failure to act which shall be done in connection with providing the public transportation services; any act or failure to act of any officer, director, member, employee or agent of the Authority or the Commission; any injury to any person, loss of life or loss or destruction of property arising out of or relating to the operation of the public transportation services. The City agrees to promptly notify the Authority in writing of any claim or liability the City believes to be covered under this paragraph, and to promptly tender the defense in connection with any claim or liability in respect of which the Authority has agreed in writing that based on the face of the claim or liability such party is entitled to indemnification under this paragraph; provided, however, that the counsel retained by the Authority to defend such indemnified party shall keep the City or such other indemnified party, fully informed of the status of the proceeding, shall be promptly furnished with copies of all documents filed or served by the plaintiffs or complaining parties, and shall be furnished in advance with copies of all documents proposed to be filed or served on its behalf by the defense counsel. In the event that the Authority, within ten (10) days after receipt of notice from the City of a claim or liability which the City believes to be covered under this para-

graph, fails to advise the City in writing that the Authority agrees that the subject party is entitled to indemnification under this paragraph based on the face of such claim or liability, the City or such other indemnified party, without waiving or prejudicing any claim or right it may have to indemnification under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability. This paragraph shall survive the termination of this Agreement.

13. Independence of Transportation Agency

The Authority agrees that none of its officers, employees, or agents, by reason of this Agreement, or the Grant, are or are authorized to hold themselves out or claim to be officers, employees or agents of the City, and that none of them are to be permitted, by reason of this Agreement, to make any claim, demand or application to or for any right or privilege applicable to any officers, employees or agents of the City, including but not limited to rights and privileges concerning workmen's compensation and occupational disease coverage, unemployment compensation benefits, social security coverage or retirement credit.

14. Non-Waiver

The City shall not be deemed to have waived any right under this Agreement unless such waiver is in writing, signed by Mayor of the City. No delay or omission in exercising any right under this Agreement shall operate as a waiver of such right or any other right. All the rights and remedies of the City under this Agreement shall be cumulative and not exclusive, and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

15. Severability

The parties agree that if any provision of this Agreement shall be held invalid for any reasons whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes of this Agreement as set forth in Paragraph 1(a) and (b) and 2 through 5 hereof. The parties expressly declare their intentions to be (i) that Paragraph 1(c) and 6 through 12 hereof shall be valid and enforceable in accordance with their respective terms, to the extent permitted under applicable law and (ii) that in the event any one or more of said Paragraphs shall be held invalid, the remaining Paragraphs hereof (including, in particular, Paragraphs 1(a) and (b) and 2 through 5) shall nevertheless continue to be valid and enforceable in accordance with their respective terms.

16. Amendment

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to a writing executed by all parties hereto. No costs or obligations shall be incurred in consequence of any amendment to this Agreement unless and until such a written amendment has been executed.

17. Titles and Precedent

The parties agree that the titles of the Sections of this Agreement are inserted for convenience or identification only and shall not be considered for any other purpose.

In Witness Whereof, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their respective duly authorized officials.

City of Chicago

By:
Mayor

Attest:

.....
City Clerk

Chicago Transit
Authority

By:
Chairman

Attest:

.....

Regional Transportation
Authority

By:
Chairman

Attest:

.....

**Execution of Agreement Authorized Between City and
State for Preliminary Engineering for Improve-
ments Funded Under Interstate Substitution
Program.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 16, 1981, pages 6553-6554, recommending that the City Council pass a proposed ordinance authorizing an agreement between the City and State for Preliminary Engineering for improvements funded under the Interstate Substitution Program.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuster, Volini, Orr, Stone—45.

Nays—Alderman Huels—1.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest 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 funding for studies, design and engineering for the improvements described therein. Said Agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(3)(4) to approve the use of funds made available by the request for withdrawal of certain nonessential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit projects; and

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

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

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

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

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

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City, either with its own forces or in conjunction with a competent consulting engineering firm approved by the State and the Federal Highway Administration, shall make all surveys, compile the data and prepare the Design and Location Studies, hold the required public hearings, make the Environmental Assessments and prepare the final Design Reports, perform the engineering for the necessary right of way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the projects included hereunder, all of which is considered to be "Preliminary Engineering".
2. The City has appropriated, or shall appropriate, such funds as are necessary to pay for the "Preliminary Engineering" as herein specified, and shall keep a complete and accurate breakdown for each separate project included hereunder.
3. The State shall give administrative assistance and guidance to the City during the performance of said "Preliminary Engineering" and shall review and submit to the Federal Highway Administration, without delay, all submittals which require Federal review, approval or other action.

4. The State shall request Federal participation in the costs of the "Preliminary Engineering", and shall reimburse the City for the State and Federal shares of said costs on the basis of periodic billings. These billings shall be supported by documentation as required by the State and the Federal Highway Administration, and if the engineering is performed by a consultant, the billings shall show evidence of payment by the City. Five percent (5%) of the sum of the State and Federal shares of "Preliminary Engineering" shall be withheld pending an audit of the City's records.
5. It is mutually agreed that the total cost of "Preliminary Engineering" described herein shall not exceed \$6,875,000.00 without prior approval of the State and the Federal Highway Administration.
6. It is mutually agreed that all costs which are determined to be ineligible for Federal-Aid participation, and all costs in excess of \$6,875,000.00 which are incurred without prior approval of the State and the Federal Highway Administration, shall be borne 100% by the City.
7. The City agrees to retain all individual project records and to make them available for audit by State and Federal auditors during the individual project development stages, and for a period of three years after final acceptance of each project.
8. It is mutually agreed that quarterly progress meetings will be held, at which all parties to this Agreement will report on the status of all phases of the work described herein. Such meeting will be called jointly by the City and the State.

9. It is mutually agreed that the division of cost for all "Preliminary Engineering" included under this Agreement shall be as follows:

State 15%
Federal 85%

10. It is mutually agreed that standard Federal-Aid procedures and requirements shall apply to all phases of all projects covered by this Agreement.
11. This Agreement and the covenants contained herein shall be null and void when State reimbursement to the City as described in Paragraph 4 of this Agreement reaches Six Million, Eight Hundred Seventy-Five Thousand Dollars (\$6,875,000.00) (or a larger amount approved by the State and Federal Highway Administration, as stipulated in Paragraph 5 of this Agreement), or when all projects programmed under this Agreement before October 1, 1986, are completed.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

[Signature forms and Exhibit "A" omitted for printing purposes]

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

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

MISCELLANEOUS BUSINESS.

Committee Discharged—On Proposed Ordinance Amending Chapter 132 Section 132-4 of Municipal Code Concerning Occupation Tax on Sale of Gas.

Alderman Frost moved to Suspend Rule 41 of the Council's Rules of Order for the purpose of *Discharging the Committee on Finance* from the further consideration of an ordinance amending Chapter 132, Section 132-4 of the Municipal Code of Chicago, referred to the Committee on Finance on July 1, 1981.

The motion *Prevailed*.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Schulten—34.

Nays—Aldermen Huels, Burke, Rittenberg, Oberman, Clewis, Axelrod, Volini, Orr, Stone—9.

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. Section 132-4 of Chapter 132 of the Municipal Code of the City of Chicago is hereby amended by deleting the language in brackets and by substituting the language in *Italics*, as follows:

132-4. A tax is imposed upon all persons engaged in the business of distributing, supplying, furnishing or selling gas for use or consumption within the corporate limits of the city, and not for resale, at the rate of [five] *eight* percent of the gross receipts from such business [after December 31, 1955, subject, however, to all the provisions, conditions and limitation in section 23-113 of the Revised Cities and Village Act, authorizing this tax, and to all the provisions, conditions and limitations in this ordinance, consistent with the powers conferred upon the city by said section and other relevant law].

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

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 Monday, the twentieth (20th) day of July, 1981, at 2:00 P.M., be and the same is hereby fixed to be held on Thursday, the thirtieth (30) day of July, 1981, at 10:00 A.M., in the Council Chamber in the City Hall.

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

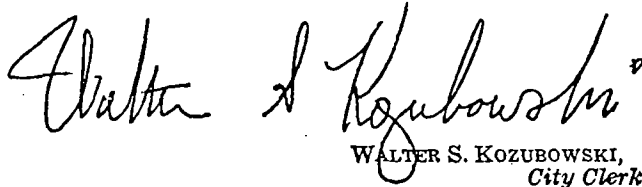
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuster, Volini, Orr, Stone—47.

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 Thursday, July 30, 1981, at 10:00 A.M. in the Council Chamber in the City Hall.


WALTER S. KOZUBOWSKI,
City Clerk.