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COPY



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

Regular Meeting—Thursday, October 22, 1981

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--Aldermen Ray, Kuta, Merlo.

Call to Order.

On Thursday, October 22, 1981 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor called the City Council to order. Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at the time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Quorum present.

On motion of Aldermen Bertrand, Clewis, Hagopian, respectively, it was ordered noted in the Journal that Aldermen Ray and Merlo were absent due to being in the hospital and Alderman Kuta was absent due to illness.

Invocation.

Father Armand Gress, Pastor, St. Michael the Archangel Roman Catholic Church, opened the meeting with prayer.

Tribute to Late Thomas F. Fitzpatrick.

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

WHEREAS, Thomas F. Fitzpatrick departed this life on October 19, 1981; and

WHEREAS, Thomas F. Fitzpatrick was Alderman from the 19th Ward on the South Side of Chicago from 1957 until his retirement in 1975, having been elected and re-elected five times; and

WHEREAS, Thomas F. Fitzpatrick was the duly elected Democratic Ward Committeeman from the 19th Ward from 1960 to 1976; and

WHEREAS, Thomas F. Fitzpatrick, as a lifelong resident of the South Side of Chicago, served his Ward and the people of the Ward with humor, devotion, dedication and complete loyalty, earning the admiration and respect of all the citizens of the 19th Ward; and

WHEREAS, Thomas F. Fitzpatrick, during his tenure in the Chicago City Council, served as Chairman of the City Council Committee on Buildings and Zoning, and was a leader during one of the great periods in the history of Chicago; and

WHEREAS, Thomas F. Fitzpatrick leaves behind him his wife, Charlotte, nine children and forty-three grandchildren, that are a credit to the City of Chicago and are a lasting memorial to Alderman Thomas F. Fitzpatrick; now, therefore,

Be It Resolved, That the Mayor of Chicago and the Chicago City Council in meeting this 22nd day of October, 1981, offer their sympathy and prayers to his wife, Charlotte, their nine children and forty-three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his wife and the family of Thomas F. Fitzpatrick.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan (seconded by Aldermen Natarus and Marcin the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Tribute to Late Thomas E. Townsend.

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

WHEREAS, The death of Thomas E. Townsend on Friday, October 2, 1981, saddened his many friends and the admirers of his work in the field of education; and

WHEREAS, He served as a teacher, counselor and vice principal at Mt. Carmel High School, No. 6410 South Dante Avenue, on the South Side of Chicago for 25 years; and

WHEREAS, Mr. Townsend taught and helped more than 5,000 students to embark upon careers in higher education in various colleges and universities; and

WHEREAS, Because of his efforts he was referred to as "Mr. Mt. Carmel" by countless parents, students and alumnus of the school; and

WHEREAS, This great educator himself attended Mt. Carmel High School and graduated second in his class as an outstanding student in 1946, then went on to DePaul University where he earned a Bachelor Degree with honors, finally capping his learning with a Master's Degree in Social Studies and Guidance/Counseling; and

WHEREAS, Thomas E. Townsend served in the Illinois National Guard for 15 years and was retired as a Captain of that military unit; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of Chicago, in a meeting assembled this 22nd day of October, 1981, do hereby give expression both to our own and to the community's regret at the passing of Thomas E. Townsend and extend to his family our heartfelt condolences.

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

Tribute to Late Judge Benjamin Schwartz.

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

WHEREAS, Almighty God in His Infinite Mercy and Wisdom, called retired Judge Benjamin Schwartz to his eternal peace on Monday, October 19, 1981; and

WHEREAS, Judge Schwartz retired as a judge of Cook County Circuit Court in 1975 after serving on the bench for 12 years; and

WHEREAS, The career of Benjamin Schwartz is a success story that started on the Southwest Side and moved through the study of law, election to the judiciary and onward to high regard as a "judge's judge"; and

WHEREAS, His long record of public service included the post of an assistant attorney general of the State of Illinois for 24 years and first assistant attorney general from 1959 to 1963; and

WHEREAS, Despite his busy schedule, he found time to participate in community and religious activity, serving as president of the Benjamin Cardoza Lodge of B'nai B'rith and the Chicago Merchants Club and as director of the Chicago Boys Club, Old Town Branch; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, in a meeting assembled this 22nd day of October, 1981, do personally mourn the passing of Judge Benjamin Schwartz; we extend our heartfelt sympathy to his family and we express appreciation that the City of Chicago has been enriched by the dedicated and inspirational presence of Benjamin Schwartz whose memory will remain with us always; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Judge Benjamin Schwartz.

Alderman Axelrod moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Aldermen Axelrod (seconded by Alderman Natarus) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO CREATE NEW CHAPTER 41.2 OF
MUNICIPAL CODE CONCERNING ESTABLISHMENT OF BUILDING
BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance enacting a new Chapter 41.2 of the Municipal Code establishing a Building Board of Appeals.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 78 OF
MUNICIPAL CODE CONCERNING MINIMUM REQUIREMENTS FOR
EXISTING BUILDINGS.

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

October 22, 1981

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN-- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance amending Chapter 78 of the Municipal Code pertaining to minimum requirements for existing buildings.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO CREATE NEW CHAPTER
78.1 OF MUNICIPAL CODE CONCERNING CREATION OF
REHABILITATION CODE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance creating a new Chapter 78.1 of the Municipal Code creating a Rehabilitation Code. This provision will modify present requirements and consolidate existing provisions scattered throughout the entire Building Code.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 82 OF MUNICIPAL
CODE CONCERNING USE OF PLUMBING MATERIALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Chapter 82 of the Municipal Code permitting the use of plumbing materials that will aid in rehabilitation programs.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 86 OF MUNICIPAL
CODE CONCERNING USE OF NEW MATERIAL UNDER
ELECTRICAL CODE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Chapter 86 of the Municipal Code permitting the use of new material under the Electrical Code.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 194A, THE CHICAGO
ZONING ORDINANCE TO CREATE DEPARTMENT OF ZONING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Chapter 194A, the Chicago Zoning Ordinance, creating an executive department of City government to be called the Department of Zoning.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF \$25,000,000
OF CITY'S HOME IMPROVEMENT LOAN REVENUE BONDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the issuance of \$25,000,000 principal amount of the City's Home Improvement Loan Revenue Bonds and authorizing the execution of a Bond Purchase Agreement, Trust Indenture, and Note Purchase Agreement.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO GRANT PRELIMINARY APPROVAL TO
ISSUANCE OF \$55,000,000 OF CITY'S SINGLE FAMILY
MORTGAGE REVENUE BONDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance granting preliminary approval to issuance of not to exceed \$55,000,000 principal amount of the City's Single Family Mortgage Revenue Bonds.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND ORDINANCE CONCERNING
IMPLEMENTATION OF COLLECTIVE BARGAINING AGREEMENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending certain ordinance provisions which will permit the implementation of collective bargaining agreements approved by the City Council.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR THE ISSUANCE OF \$1,500,000
INDUSTRIAL REVENUE BOND FOR INOLEX CHEMICAL COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 issuance of an industrial revenue bond in the amount of \$1,500,000 for the development of a project by Inolex Chemical Company, a Pennsylvania corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
AGREEMENT FOR GRANT TO CHICAGO REGIONAL PORT
DISTRICT FOR DEVELOPMENT OF
IROQUOIS LANDING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 an Ordinance "Authorizing the Execution of an Agreement for a Grant to the Chicago Regional Port District for the Development of Iroquois Landing."

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO ALLOCATE \$3,000,000 OF MFT
FUNDS AS FINANCIAL GRANT TO RTA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance allocating the sum of \$3,000,000 of motor fuel tax funds as a financial grant to the Regional Transportation Authority. This grant is made pursuant to the requirements of the Regional Transportation Authority Act.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF UDAG
APPLICATION TO HUD FOR MAIL ORDER HOUSE
REHABILITATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the submission of an Urban Development Action Grant Application to the United States Department of Housing and Urban Development for the Mail Order House Rehabilitation Project.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO GRANT CONDITIONAL APPROVAL
OF INDUSTRIAL REVENUE BOND FOR PUBLIX OFFICE
SUPPLIES, INC.

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

October 22, 1981.

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

October 22, 1981

COMMUNICATIONS, ETC.

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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 \$500,000 for the construction of a project by Publix Office Supplies, Inc., a Delaware corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

Referred--PROPOSED ORDINANCE TO GRANT CONDITIONAL APPROVAL
OF INDUSTRIAL REVENUE BOND FOR UNICUT CORP.

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

October 22, 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 \$1,000,000 for the construction of a project by Unicut Corporation, an Illinois corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

Referred--PROPOSED ORDINANCE TO GRANT CONDITIONAL APPROVAL
OF INDUSTRIAL REVENUE BOND FOR WASHTENAW PARTNERSHIP.

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

October 22, 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 \$500,000 for the construction of a project by Washtenaw Partnership, an Illinois general partnership, or an Illinois land trust of which it is the beneficiary.

October 22, 1981

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF SLUM
AND BLIGHTED AREA REDEVELOPMENT PROJECT AUSTIN-LAKE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "Approving the Designation of Slum and Blighted Area Redevelopment Project Austin-Lake and Determination That It Should Be Acquired for Development".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT
PLAN FOR SLUM AND BLIGHTED AREA REDEVELOPMENT
PROJECT AUSTIN-LAKE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve Redevelopment Plan for Slum and Blighted Area Redevelopment Project Austin-Lake".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT CENTRAL WEST (PARCEL R-6).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance "To Approve the Sale of Certain Land in Redevelopment Project Central West".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT CENTRAL WEST (PARCEL R-7).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

October 22, 1981

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT CHICAGO-ORLEANS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Chicago-Orleans".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT EVERGREEN-SEDGWICK

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Evergreen-Sedgwick".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

October 22, 1981

COMMUNICATIONS, ETC.

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Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT KEDZIE-AINSLIE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Kedzie-Ainslie".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN LINCOLN PARK CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 Housing, I am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in the Lincoln Park Conservation Area".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a meeting on October 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL 18 IN
COMMERCIAL DISTRICT PROJECT NORTH LOOP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 22, 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 an Ordinance, "To Approve the Sale of Parcel 18 in Commercial District Project North Loop to Loop Transportation Center."

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on August 20, 1981, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

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

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:

"END HANDGUN VIOLENCE WEEK IN CHICAGO":
October 25-31, 1981;

"HUNGARIAN FREEDOM FIGHTERS DAY IN CHICAGO":
October 23, 1981;

"DENTAL ASSISTANTS WEEK IN CHICAGO":
October 18-24, 1981;

"SER DAY IN CHICAGO":

October 9, 1981;

"HECHT AND MACARTHUR DAY IN CHICAGO":

October 8, 1981;

"KENNICOTT BROTHERS ANNIVERSARY DAY IN CHICAGO":

October 11, 1981;

"SURRENDER AT YORKTOWN DAY":

October 19, 1981;

"GEN-EMON DAY IN CHICAGO":

October 14, 1981;

"SAINT MARY OF NAZARETH HOSPITAL CENTER DAY IN CHICAGO":

October 17, 1981;

"MOTHERS-IN-LAW DAY IN CHICAGO":

October 25, 1981;

"JOHN HOWARD ASSOCIATION DAY IN CHICAGO":

November 13, 1981;

"REV. CLAY EVANS DAY IN CHICAGO":

October 9, 1981;

"AVON'S WOMEN'S RUNNING DAY IN CHICAGO":

October 11, 1981;

"READING IS FUNDAMENTAL DAY IN CHICAGO":

October 19, 1981;

"POST FUN'N FITNESS DAY IN CHICAGO":

October 14, 1981;

"HISPANIC RAZA WEEK IN CHICAGO":

October 10-17, 1981;

"TEEN CHALLENGE DAY IN CHICAGO":

October 30, 1981;

"MAGIC DAYS IN CHICAGO":

October 30 - November 1, 1981;

"CAREER GUIDANCE WEEK IN CHICAGO":

November 8-14, 1981;

"LUPUS WEEK IN CHICAGO":

October 18-24, 1981;

"CHICAGO SHARE FAIR DAYS FOR THE 1981 INTERNATIONAL
YEAR OF DISABLED PERSONS":

October 27-28, 1981;

"CZECHOSLOVAK REPUBLIC DAY IN CHICAGO":

October 28, 1981;

BALLY MANUFACTURING CORPORATION DAY IN CHICAGO":

October 19, 1981;

"WHITE CANE SAFETY DAY IN CHICAGO":

October 15, 1981;

"CARITAS DAY IN CHICAGO":

October 17, 1981;

"MERIT REPORT WEEK IN CHICAGO":

October 19-24, 1981;

"SALUTE TO BLACK FILM MAKERS DAY":

October 15, 1981;

"SCURLOCK-BLACK PHOTOGRAPHERS DAY IN CHICAGO":

November 14, 1981;

"UNITED NATIONS ANNIVERSARY DAY IN CHICAGO":

October 20, 1981;

"WOMEN'S CAREER CONVENTION DAYS":

April 16-18, 1982;

"GRANVILLE WHITE DAY IN CHICAGO":

November 1, 1981;

"SELF MAGAZINE/SPALDING RACQUETBALL CLASSIC
TOURNAMENT DAYS IN CHICAGO":

October 23, 24, and 25, 1981;

"ANN AND JAMES KENNY DAY IN CHICAGO":

October 24, 1981.

Acceptances and Bonds under Ordinances:

Also acceptances and bonds under ordinances as follows:

David J. Cahill Builders, Inc.: Acceptance and bond under an ordinance passed on March 31, 1981 (wooden fence); filed on October 15, 1981;

Chicago Theological Seminary: Acceptance and bond under an ordinance passed on May 13, 1981 (ornamental structure); filed on October 13, 1981;

505 North Michigan Avenue Associates: Acceptance and bond under an ordinance passed on April 22, 1981 (right-of-way on lower level of N. Michigan Avenue); filed on October 13, 1981;

Inland Steel Company: Acceptance and bond under an ordinance passed on July 20, 1981 (vault); filed on September 16, 1981;

Norfolk and Western Railway Company: Acceptance and bond under an ordinance passed on June 26, 1981 (railroad switch track); filed on October 13, 1981;

Pettibone Corporation: Acceptance and bond under an ordinance passed on February 11, 1981 (portion of N. Cicero Avenue, etc.); filed on October 13, 1981;

Randolph Wells Building Corporation: Acceptance and bond under an ordinance passed on May 13, 1981 (vaulted sidewalk); filed on October 13, 1981;

University of Chicago: Acceptance and bond under an ordinance passed on July 20, 1981 (steam tunnel); filed on October 13, 1981;

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

Also communications from Sigmund C. Ziejewski, District Engineer, under date of October 5, 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:

August 12, 1981.

Execution of Agreement authorized between City and State for Dockwall reconstruction (Congress Pkwy. to Van Buren St.);

Execution of Agreement authorized between City and State for reconstruction of Polk St. from Clark St. to State St.;

Funds authorized for engineering for New Street Construction.

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 October 6, 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 October 22, 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 October 6, 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 October 22, 1981.

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

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

Annual Report of Chicago Housing Authority.

The annual report for the Chicago Housing Authority for the year ended December 31, 1980, submitted by Andrew J. Mooney, Executive Director.---Placed on File.

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

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

Supplemental Budget for Public Building Commissions.

Also two communications from Brian M. Kilgallon, Assistant Secretary, and Albert Grange, Controller, Public Building Commission of Chicago, addressed to the City Clerk under date of October 16, 1981, transmitting a resolution adopted by the Commission with the supplemental budget and a copy of the 1982 Administrative Budgets for the Commission.---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 October 16, 1981, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on October 15, 1981 and deferred matters on October 15, 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:

American National Bank and Trust Co., U/T No. 49187--to classify as a C2-2 General Commercial District instead of an R3 General Residence District the area shown on Map No. 4-H bounded by

the alley next north of and parallel to W. 21st Place; a line 25.06 feet west of and parallel to S. Oakley Avenue; W. 21st Place; and a line 150.36 feet west of and parallel to S. Oakley Avenue;

Community Church of Today--to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 2-M bounded by

W. Madison Street; a line 150.06 feet west of S. Menard Avenue; the alley next south of W. Madison Street; and a line 250.10 feet west of S. Menard Avenue;

Lurie Company--to classify as a Business Planned Development instead of B6-7 Restricted Central Business and C3-7 Commercial Manufacturing Districts the area shown on Map No. 2-F bounded by

W. Monroe Street; S. LaSalle Street; the alley next north of and parallel to W. Adams Street; and S. Wells Street;

Robert and Arlene Paholke--to classify as a B4-1 Restricted Service District instead of an R2 Single-Family Residence District the area shown on Map No. 26 J bounded by

a line 379.68 feet south of and parallel to W. 103rd Street; a line 125.65 feet west of and parallel to S. Springfield Avenue; a line 444.24 feet south of and parallel to W. 103rd Street; a line 300.65 feet west of and parallel to S. Springfield Avenue; a line 506.24 feet south of and parallel to W. 103rd Street; and a line 450.95 feet west of and parallel to S. Springfield Avenue;

Robert and Arlene Pahlke--to classify as a B4-1 Restricted Service District instead of an R2 Single-Family Residence District the area shown on Map No. 26 J bounded by

a line 189.84 feet south of and parallel to W. 103rd Street; a line 125.65 feet west of and parallel to S. Springfield Avenue; a line 253.12 feet south of and parallel to W. 103rd Street; and a line 300.65 feet west of and parallel to S. Springfield Avenue;

John D. Walsh--to classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 30-E bounded by

a line 225 feet south of and parallel to E. 123rd Street; S. Michigan Avenue; a line 300 feet south of and parallel to E. 123rd Street; and the alley next west of and parallel to S. Michigan Avenue;

Ralph Whitfield--to classify as a B4-1 Restricted Service District instead of a B3-2 General Retail District the area shown on Map No. 7-N bounded by

the alley next northeast of and parallel to W. Grand Avenue; a line perpendicular to W. Grand Avenue commencing at a point 200.07 feet southwest of N. Harlem Avenue and terminating at the alley next northeast of and parallel to W. Grand Avenue; W. Grand Avenue; a line perpendicular to W. Grand Avenue commencing at a point 100 feet southwest of N. Harlem Avenue and terminating at the alley next northeast of and parallel to W. Grand Avenue;

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 Carolyn, Allman Edward, Aviles Felix;

Budziak Chester M.;

Cade Gertrude, Carter Ronald, Cirignani Joseph, Coleman Warren G.;

DeAngelis Anthony J., Dommer Kenneth, Dudek Walter J.;

Edgebrook Motel, Inc., Equifax Services;

Fleming Willie;

Hecker Jean L., Hollis Joseph A.;

Jackson Albert, John Jeff Inc.;

Kelley Clifford, Kretschmer Loretta;

Leak Walter, Lee Andrew, LoCelso Joseph A., Logan Furniture Co., Lyons Lawrence;

Matariyeh Ibrahim, Matos Juan, Michigan Mutual Insurance Co., Millea Patrick J. for Nancy A. Millea (Minor), Morgan Marietta L., The Mousserie Inc., Mullen Kathlene, Musage Marion, McCowan Lue, McIntosh Jeanne S.;

Palmer Carol, Paulson Bruce, Pistone Thomas, Plunkett Catering Service Inc.;

Radousky Harry, Recovery Services International and Rose Gogin, Reid Dr. Wilfred (St. Stephen Terrace, Corp). (168), Richardson Louise, Rimschneider Theresa;

Salazar Pedro, Schriver Anita, Schuman Alan J., Shoyer Robert L., Simpson Anna, State Farm Ins. Co. (2) Edward Stecki and Carrie Lenore, Edward Stecki, Swanigan Lemoyne;

Tuff Mary;

United Builders;

Vernie Jess, Victor Business Forms, Inc., Vlasis Spiros;

Williams Robert, Woods Annice H.

Referred--Bids for Sale of City-owned Property.

The City Clerk transmitted communications from Anthony N. Fratto, acting City Comptroller, under date of October 21, 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 9223 S. Commercial Avenue, which was authorized by ordinance passed July 20, 1981, page 6621, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 4420 S. Emerald Avenue, which was authorized by ordinance passed July 20, 1981, Page 6621, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 755-759 S. Kedzie Avenue /3146-3156 W. Polk Street, which was authorized by ordinance passed August 12, 1981, page 6836, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 4103-05 N. Kenmore Avenue, which was authorized by ordinance passed May 13, 1981, pages 6096-6097, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1507 N. Mohawk Street, which was authorized by ordinance passed July 26, 1981, page 6417, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 3544 S. Morgan Street, which was authorized by ordinance passed June 26, 1981, pages 6417-6418, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1956 S. St. Louis Avenue, which was authorized by ordinance passed July 30, 1981, page 6765, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 938 W. Willow Street, which was authorized by ordinance passed July 20, 1981, pages 6622-6623, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 6553 S. Woodlawn Avenue, which was authorized by ordinance passed July 20, 1981, page 6623, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1163 W. 18th Street, which was authorized by ordinance passed July 20, 1981, page 6621, 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. 9223 S. Commercial Av.

Dr. Romeo Pallotto, 9229 S. Commercial Avenue, Chicago, Illinois 60617: Amount bid \$10,000.00, deposit check \$1,000.00 (Certified check);

No. 4420 S. Emerald Av.

Thomas R. Angone, 601 W. 47th Street, Chicago, Illinois 60609: Amount bid \$3,350.00, deposit check \$335.00 (Cashier's check);

Nos. 755-759 S. Kedzie Av./3146-3156 W. Polk St.

Anthony and Constance A. DeSeno, 5206 S. Monitor Avenue, Chicago, Illinois 60638: Amount bid \$5,040.00, deposit check \$504.00 (Cashier's check);

Nos. 4103-4105 N. Kenmore Av.

William J. O'Neill, 3815 N. Fremont Avenue, Chicago, Illinois 60613: Amount bid \$20,310.00, deposit check \$2,031.00 (Cashier's check);

No. 1507 N. Mohawk St.

H. Andrew VanStyn, P.O. Box 10001, Chicago, Illinois 60610: Amount bid \$10,300.00, deposit check \$1,030.00 (Certified Check);

No. 3544 S. Morgan St.

Edward F. Koren, 3545 S. Morgan Street, Chicago, Illinois 60609: Amount bid \$18,500.00, deposit check \$1,850.00 (Cashier's check);

No. 1956 S. St. Louis Av.

Lorenzo and Flora Belton, 1954 S. St. Louis Avenue, Chicago, Illinois 60623: Amount bid \$1,750.00, deposit check \$175.00 (Cashier's check);

No. 938 W. Willow St.

George Thrush, 2104 N. Cleveland Avenue, Chicago, Illinois 60614: Amount bid \$1,500.00, deposit check \$150.00 (Certified check);

No. 6553 S. Woodlawn Av.

Emanuel and Margaret Jones, 6555 S. Woodlawn Avenue, Chicago, Illinois 60637: Amount bid \$5,000.00, deposit check \$500.00 (Cashier's check);

No. 1163 W. 18th St.

Rodolfo and Maria Caire, 1165 W. 18th Street, Chicago, Illinois 60608: Amount bid \$5,700.00, deposit check \$570.00 (Bank check).

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.*

JOINT COMMITTEE.

**COMMITTEE ON FINANCE AND COMMITTEE ON POLICE, FIRE,
PERSONNEL AND MUNICIPAL INSTITUTIONS.**

**Approval Given to Agreement between City
and Chicago Fire Fighters Union Local 2.**

The Joint Committee consisting of the Members of the Committee on Finance and the Members of the Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report:

CHICAGO, October 20, 1981.

To the President and Members of the City Council:

Your Joint Committee comprised of the membership of the Committee on Finance and the Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred a communication from Mayor Jane M. Byrne on October 6, 1981, transmitting a proposed ordinance concerning an agreement between the City of Chicago and the Chicago Fire Fighters Union, Local 2, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 20 members of the Joint Committee with no dissenting votes.

(Signed) Respectfully submitted,
Wilson Frost
Chairman, Committee on Finance

(Signed) Respectfully submitted,
Edward M. Burke,
Chairman, Committee on Police
Fire, Personnel and Municipal
Institutions.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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, The City of Chicago is a home rule unit within the meaning of the Illinois Constitution of 1970; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understanding and relationships by and between the City of Chicago and the Chicago Fire Fighters Union Local 2 IAFF, AFL-CIO; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, The City of Chicago, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. That the Agreement by and between the City of Chicago and the Chicago Fire Fighters Union Local 2 IAFF, AFL-CIO, in the form attached hereto, is hereby ratified and adopted as an ordinance of the City of Chicago.

SECTION 2. This Ordinance shall govern and prevail over all ordinances, statutes, and rules and regulations contrary to or inconsistent with the terms of this Ordinance.

SECTION 3. This Ordinance shall be effective from and according to the effective dates specified by its terms.

The Agreement attached to this ordinance reads as follows:

ARTICLE I

Preamble

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation, hereinafter referred to as the "Employer," and the Chicago Fire Fighters Union, Local No. 2, of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness.

ARTICLE II

Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment:

- a. All full time uniformed members of the Department who are below the rank of Lieutenant;
- b. All full time uniformed members of the Chicago Fire Department employed in the Bureau of Emergency Medical Services below the rank of Chief Paramedic;
- c. All full time uniformed members of the Department employed in the ranks of Lieutenant through Battalion Chief; provided that a majority of the officers casting ballots vote to be included in a bargaining unit represented by Local 2. The tally of ballots shall be from a secret ballot self determination election conducted by the American Arbitration Association among the officers of the ranks Lieutenant through Battalion Chief as a single group voting on the question of whether, as a group, they wish to be represented by Local 2, Chicago Fire fighters Union, or by the Chicago Fire Officers Association;

ARTICLE III

Union Security

Section 3.1 Maintenance of Membership and Agency Shop

A. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in the Union during the term of this agreement.

B. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following their respective dates of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

C. Employees who fail to meet the conditions of employment specified above shall be subject to discharge by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Section 3.2 Payroll Deductions of Union Dues or Fair Share Fee

During the term of this Agreement the Employer agrees to deduct each pay day union dues or fair share fee in the amount certified to be current by the Financial Secretary of the Union from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than sixty (60) days after the deduction is made by the Employer.

Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty days prior to the expiration of the contract.

Section 3.3 Indemnity

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 3.4 - Union Business Leaves

A. Upon 30 days advance written notice, the Employer agrees to grant a leave of absence for not more than two years without pay to not more than two employees who may be elected to a full time Union position with the Local or International Union. While on such leave, the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty days advance written notice, the Employer agrees to release from work without loss of pay a maximum of 15 employees who are elected or appointed Union representatives to attend an annual state convention and an annual national convention of the Union for not more than five consecutive calendar days for each such convention.

C. Union officials or representatives shall receive paid time off to attend bargaining sessions, membership meetings or executive board meetings scheduled and conducted at reasonable times and intervals. However, if at those times the City is unable to obtain a relief man to cover for the Union official, the minimum manning provisions of the contract for no more than one man of that prescribed complement shall be waived.

Section 3.5 Distribution of Contract

The Union shall print and distribute a copy of this contract to all current members of the bargaining unit and any new members hired during the term of this contract. On request, copies of the contract may be furnished to the Fire Commissioner for distribution through the Department.

Section 3.6 Intra-Department Communications

The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his designee.

Section 3.7 Union Insignia

Employees may wear the official union insignia on their dress uniforms. Such insignia shall be a pin, not larger than the size of a dime, and shall be centered ¼ inch above the members name plate.

Section 4.1 Platoon Duty

A. Employees covered by this Agreement who work within the Bureaus of Fire Suppression and Rescue and Support Services, and the Division of Emergency Medical Services, shall be assigned to regular platoon duty shifts, except 40 hour employees as defined in Section 4.2. The normal on duty tours of duty shall be 24 consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m. The normal on duty tour shall be followed by 48 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 46.7 hours per week. The average weekly hours shall normally be accomplished by scheduling every 6th on duty shift as a "Daley Day" off duty. Exceptions to the above may be made in special situations as described in subsection 4.1 B.

B. Special Situations

Employees on platoon duty may be temporarily transferred to a 40 hour duty schedule for a period not to exceed thirty (30) days or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union, for training, special duty assignments, or when the Fire Commissioner or Mayor determine that an emergency condition exists, provided that the employees are returned to their normal platoon duty position when the special situation or emergency condition ceases to exist. Any employee temporarily transferred to the Fire Academy as an instructor shall receive the appropriate instructor's rate of pay, if higher than the employee's regular rate of pay.

Section 4.2 40 Hour Employees

Employees within the Bureaus of Fire Prevention and Administrative Services, and Employees in the Bureau of Support Services and other Bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal work week consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal work week shall be consistent with past practice.

Section 4.3 Break Periods - Meal Periods

A. The 40 hour employee's work schedule shall provide for a 15 minute paid break period during each one-half shift. The break period shall be scheduled approximately at the middle of each one-half shift whenever this is feasible. All 40 hour employees shall also be granted a paid lunch period of not to exceed one hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any 40 hour employee who for any reason works two hours beyond his/her regular quitting time shall be entitled to a third 15 minute paid break period.

Section 4.4 Overtime Definition

Employees authorized to work any time on duty in addition to the normal shifts as defined in this Article shall be considered as working overtime hours, subject to the overtime rate provisions of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provisions of this Article or Agreement.

ARTICLE V

Wages and Rates of Pay

Section 5.1 - Annual Salary Schedule

Effective September 1, 1981, the annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary schedule attached hereto and made a part of this Agreement and identified as "Appendix A."

Section 5.2 - Straight-Time Hourly Rate

The regular straight-time and basic hourly rate of pay shall be determined and computed, by dividing the employees annual salary by the annual regular hours of work to which the employee is assigned. For the 24 hour shift employees, the annual hours are 2,428.4. For the 8 hour shift employees, the annual hours are 2,080.

Section 5.3 - Overtime Rate

Effective December 1, 1981, employees shall receive overtime pay at the rate of time and one-half for work performed beyond regularly scheduled tours. The City's managerial rights to make and enforce rules regarding employee latenesses or other gratuitous and/or informal periods of time off during regular working hours, are reserved.

Section 5.4 - Recall

Employees recalled to duty shall receive a minimum of two (2) hours pay at the overtime rate, effective December 1, 1981.

Section 5.5 - Longevity Pay

The Employee agrees to pay longevity pay in accordance with the salary schedule attached hereto and made a part of this agreement and identified as Exhibit A.

An employee who is promoted shall not lose a longevity wage increase on the anniversary date of his employment in the Department. The current practice of dropping a promoted employee back to a lower longevity step shall be discontinued effective October 1, 1981.

ARTICLE VI

Entire Agreement

Section A. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B - Prevailing Rights

All rights, privileges and benefits enjoyed by employees prior to February 13, 1980, which are not covered by this Agreement shall remain in full force and effect during the term of this Agreement unless changed by mutual written consent or as provided herein.

ARTICLE VII

Paid Leaves of Absence

Section 7.1 - Vacations

A. Eligibility and Allowance

1. Every employee shall be eligible for paid vacation after completion of the one (1) year probationary period. However, employees shall start to earn their vacation allowance as of their date of hire.

2. Eligible employees shall be granted an annual paid vacation as follows:

- a. Platoon employees - ten (10) duty days.
- b. 40 hour employees - four (4) weeks.

3. In order to ensure that all Platoon employees receive their ten (10) duty days off, all such employees shall receive two (2) twenty (20) day furlough periods; and each twenty (20) day furlough period shall include five (5) duty days and one "Daley" day.

B. Selection of Vacation Period

Selection of vacation periods shall be in accordance with the schedule in Fire Department Order 80-87, attached hereto and made a part of this Agreement and identified as Appendix "B."

Vacation furlough periods within the schedule shall be granted within the classification and within the district, bureau or area involved on the basis of seniority (in rank).

C. Vacation Benefits Upon Termination

Any employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) shall be compensated for all unused vacation days accumulated at the Employee's regular salary rate at the time of separation. Vacation time shall not accumulate from year to year.

Section 7.2 - Paid Holidays

An employee scheduled to work an eight hour day, forty hour week schedule will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work day immediately preceeding and immediately following the holiday.

Effective July 1, 1981, employees covered by this contract who work on any of the twelve recognized City holidays shall receive credit for compensatory time off for the full period of the time worked. Also, employees who so work shall receive additional pay in an amount equal to one-half of the time worked on the holiday at their straight time rate.

The following holidays are those which shall be recognized and observed:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 7.5 - Funeral and Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother, sister (including step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Section 7.3 - Sick and Injury Leave

Any member of the Fire Department receiving any injury or becoming disabled so as to prevent him from attending to his duties as such member of the Fire Department shall, for the duration of twelve (12) months, providing his disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue, receive his usual salary; and such disability shall not be considered as rendering necessary his retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his injury, and its duration, shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature of cause of his injury, such dispute shall be referred to the Grievance Procedure under Article X.

Any member of the Fire Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Fire Department while an employee.

No member of the Fire Department who is on the pension roll or who is receiving any benefit from the pension fund by reason of any such disability or injury shall be entitled to receive any part of his salary during such time as he shall remain on such pension roll or receives any benefit therefrom.

The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

Section 7.4 - Military Leaves

Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year. Said paid leave of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.6 - Personal Leaves

Commencing October 1, 1981, each employee shall be allowed one (1) personal leave day each year. Employees shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten days prior to the personal day; provided further that a contractual specified holiday may not be selected as a personal day, and that the granting of the personal day does not adversely effect Department operations.

Section 7.7 - Educational Leaves

Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.

ARTICLE VIII.

Unpaid Leaves of Absence

Section 8.1 - General

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for purposes of accepting an elective or appointive office).

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

An extension of leave shall not be approved unless it is consistent with the administrative procedures of this article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

Section 8.2 - Procedures

All unpaid leaves of absence shall be governed by the following procedures:

- A. Leaves must be applied for by the employee seeking the leave on forms prescribed by the Fire Commissioner. Before the leave begins it must be approved by the Fire Department Director of Personnel and, where required, by the Fire Commissioner. All leaves must be reported to the Fire Commissioner.
- B. Leaves of absence shall not be sought or granted for a period exceeding one (1) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an employee on such leave, with approval of the Fire Commissioner, may terminate such leave and return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.
- C. The Fire Department Director of Personnel shall be responsible for giving both the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee by registered mail with return receipt requested. Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.
- D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior to the expiration of a leave. An extension of leave shall not be approved unless it is consistent with the purposes of this article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.
- E. If an employee fails to return to work upon expiration of his or her leave of absence, without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.
- F. A leave of absence may be cancelled by the Fire Commissioner upon evidence that the cause for its original authorization was fraudulent or has as a matter of fact ceased to exist.
- G. When a leave has been granted properly, and when the employee is prepared to return to work in conformance with the terms and conditions of this article, the following shall apply:
 1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.
 2. An employee returning from a leave of more than three (3) months shall be fully restored to his or her position, if available; or if not available, the employee shall be restored to a position of equal rank and duty (i.e. 40 hour duty or platoon duty).
- H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligible lists.

ARTICLE IX

Section 9.1 (A)

Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list.

Section 9.1 (B)

New employees will serve a probationary period of one (1) year. Any employee may be discharged during the probationary period. In such event the employee shall be notified of the reasons for the discharge at least 15 days prior to the effective date of the discharge action. A copy of the notice will be sent to the Union. Upon request of the Union, the employer shall meet within 10 days of the discharge notice with a special committee to be designated by the Union to discuss the reasons for the discharge.

The employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the employer at the meeting. The employer shall then review such evidence and issue its final opinion. The employer's final action shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to his/her last date of hire.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or quits;
2. Is discharged for just cause;
3. Retires or is retired;
4. Is absent for three (3) consecutive days (workdays) without notifying the employee's authorized representative;
5. Is laid off and fails to report for work within five (5) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within five (5) working days of the mailing date, provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) days notice shall be allowed;
6. Does not report for work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. On or before April 1 and October 1 of each year the Employer will post on Employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted.

ARTICLE IX.

Seniority Rights

Section 9.2 - Overtime Distribution

A. After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime roster in each district, area or bureau on each shift; by Daley day. These rosters shall originally be established with the most senior member at the top of the roster ranking down to the least senior member at the bottom.

"Seniority Overtime Assignment Lists" shall be posted in each work place, with copies supplied to Union. Such lists shall show the employee's Seniority within the district, area or bureau; Company, Platoon, Daley day, and special Fire Department certification(s). Members assigned after the roster has been established shall be inserted into the roster according to seniority, and members who have been required to change Daley days to balance manpower shall be inserted into the roster according to seniority. Lists shall be updated by District Chiefs every six months.

An employee shall move to the bottom of the overtime list of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the least senior employee on the list shall be required to accept and work overtime when all other employees have refused.

B. Exceptions to the above overtime assignment procedures may be made where specialized personnel are needed on the following Companies (units): Truck No. 1 - Fire Boats - Helicopters - Communication Van - Squads.

In such cases, the most senior man on that Company (unit), on that shift, on a Daley day, on the day needed, shall be offered the overtime first. If no one is available from that Company (unit), then the Department shall go to the "Seniority Overtime Assignment List" for that Daley day and go down that list for that Daley day until they reach the first person who is certified on the special equipment and offer him the overtime. If that person refuses the offer, the overtime assignment shall be offered to the next senior certified employee on the list, provided that the least senior certified employee on the list shall accept the work the overtime assignment when all other employees have refused.

Section 9.3 - Vacancies and Promotions

A. Vacancies

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this agreement, shall be filled within 45 days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy. Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

Section 9.3B - Promotional Eligibility Lists

The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three criteria: written, seniority and oral/proficiency.

The weights to be accorded the criteria included herein shall be consistent with the requirements of Federal Law and shall be subject to review by the Justice Department.

Section 9.3C - EMS Promotions

1. Career Ladder

Promotional ranks within the Division of Emergency Medical Services (EMS) shall be:

- a) Chief Paramedic
- b) EMS Area Officer
- c) EMS Field Officer
- d) Paramedic-in-charge
- e) Firefighter/Paramedic
- f) Paramedic

2. Due to the need for immediate action, vacancies within the Division of EMS shall be filled according to the following procedure, which procedure shall be utilized through the term of the 1981 contract only and only during the time necessary to develop a validated written test:

- i) Written questionnaires will be sent to eligible applicants within two weeks.
- ii) Answers to questions will be reviewed as to content and form.
- iii) Applicants will then be interviewed orally.
- iv) Applicants will then be graded upon their written and oral answers.
- v) The top five applicants will be finalists for the position of Chief Paramedic, and their names will be submitted to the Commissioner for final selection and appointment.
- vi) The remaining applicants will be ranked in order of their grades and will be offered appointments to positions in lower ranks of the career ladder to be established under the reorganization based upon such rank order; e.g., if the next rank will have twenty positions, the next twenty applicants will be offered appointments.

3. After validated written tests are developed, the criteria set forth in Section 9.3B (or as determined by the Arbitration Board under the impasse procedure of Article XX of the 1980 contract) shall apply to fill promotional vacancies within the Division of EMS.

Section 9.4 - Layoff and Recall

In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off in inverse order of their seniority.

Employees shall be recalled from lay-off according to their seniority. No new employee shall be hired until all employees on lay-off status, desiring to return to work, have been recalled.

ARTICLE X

Grievance Procedure

Section 10.1 - Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Section 10.2 - Procedure, Steps and Time Limits

Step I. The employee, with or without the Steward (or the Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) days of its occurrence or if later, the date on which either the employee or his Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

Step II. If the grievance is not settled in Step I and the Union with or without the employee wishes to appeal the grievance in Step II of the Grievance Procedure, it shall be referred in writing to the Fire Commissioner or his designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III. If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, either party may, by written notice to the other party, invoke arbitration.

Section 10.3 Arbitration

The parties, by mutual agreement in writing, may submit more than one grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice or referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party submitting the grievance to arbitration shall strike the first two names; the other party shall then strike two (2) names. The remaining person shall be the Arbitrator. The arbitrator shall be notified of the selection by a joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the Employer and the Union Representative.

Section 10.4 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding.

Section 10.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 10.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by Union Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays.

Section 10.7 Processing Grievances

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings held pursuant to the provisions of the Article is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

Section 10.8 Meetings Between The Parties

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute the processing of a pending grievance.

ARTICLE XI

No Strike and No Lockout

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

ARTICLE XII

Safety, Health and Welfare

Section 12.1

A. Hospitalization and Medical Coverage Programs

The Employer agrees to maintain its current hospitalization and medical insurance coverage programs for eligible employees and their dependents during the term of this Agreement.

B. Life Insurance

The Employer agrees to maintain its current life insurance benefit program during the term of this Agreement.

C. Dental Plan

The Employer agrees to maintain its current dental plan for eligible employees during the term of this Agreement. Effective December 31, 1981, the dental plan shall be extended to dependents of eligible employees, the cost of such dependent coverage to be borne by the City.

Section 12.2 Safety and Health

It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provisions, in compliance with such laws and regulations, for the safety and health of its employees.

A joint Occupational Safety and Health Committee shall be appointed within thirty (30) days after the effective date of this Agreement. The Fire Commissioner and the Union shall each appoint three members. The Committee shall meet monthly to discuss safety and health matters. The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Fire Commissioner shall promptly issue a report to the Committee as to his views regarding the Committee's recommendations.

Section 12.3 Pensions

A. For the term of this agreement, the Employer agrees not to exercise its Home Rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108 1/2, Article VI, "The Firemen's Annuity and Benefit Fund - Cities Over 500,000."

B. The employer further agrees to take all possible steps to establish the eligibility of paramedics to participate in the Firemen's Annuity Benefit Fund for members of the City of Chicago Fire Department.

ARTICLE XIII

No Discrimination

Section 13.1 No Discrimination

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership, but this Section is not intended to interfere with the operation of Section 1 of Article III of this Agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation.

Section 13.2 Gender

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

Section 13.3 Union's Duty of Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca v. Sipes*, 386 U.S. 171.

Section 13.4 Affirmative Action

A. The parties agree to establish and implement an Affirmative Action Program in accordance with the terms and conditions of the IAFF Labor Recruitment and Equal Opportunity Programs as further described in Appendix C of this Agreement.

B. Polygraphs

The employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

ARTICLE XIV

Management Functions

Section 14.1

It is the right of the Employer to unilaterally determine matters of inherent managerial policy and to implement decisions with respect thereto, which include, but are not limited to the following: The right to determine services to be offered by its agencies, to establish its overall budget; to direct its employees; to determine the content of examinations, the necessary requirements to participate in the examination process; and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

ARTICLE XV

Duties

All employees shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens lives and/or property.

ARTICLE XVI

Section 16.1 Union Bulletin Boards

The employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

ARTICLE XVI

General Provisions

Section 16.2 Discipline and Discharge

A. Disciplinary actions instituted by the Employer shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action he shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after 12 months to justify subsequent disciplinary action except for a related offense.

E. The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists.

The employer may utilize polygraph examinations selectively and judiciously as an investigative tool in connection with bona fide disciplinary investigations. The results of polygraph examinations shall not be the sole basis for determining the guilt or innocence of an employee in an investigation. The employer's use or polygraph examinations shall be according to the following conditions:

- i. The employee shall be provided with a written statement consisting of the following:
 - a. the charges or the actions of alleged misconduct which are the subject matter of the investigation;
 - b. a statement of the questions as to which the employer will require a response;
 - c. a statement advising the employee as to whether submission to the polygraph examination is mandatory and, if so, that a suspension uniformly applied will be taken against him/her for failure to answer the questions.

The written statements shall be provided to the employee at least 72 hours prior to administering the test and the questions shall be specifically, narrowly and directly related to the actions of alleged misconduct which are the subject matter of the investigation. It is understood that the polygraph operator may add control questions of his choice but the text of these control questions and the responses of the employee will not be made available to the employer and may not be the basis of disciplinary action or incrimination of the employee.

- ii. The employee shall be advised of his right to the representation of counsel at the appointed polygraph examination. Any objections of Counsel as to the propriety of the proposed questions shall be made to the employer prior to the actual commencement of the examination. Once the examination by the polygraph operator has begun, it will not be interrupted. Counsel shall not be allowed in the examining room while the examination is in progress.

- iii. The employee shall not be required to sign any waivers or releases of liability in connection with the administration of the polygraph examination.

- iv. Employees shall not be required to take a polygraph examination where:

- a. the complainant or witness is available and refused to take a polygraph examination or takes the examination and fails to pass;
- b. the complainant is unknown or anonymous and/or no witnesses are available.

If the complainant or witness agrees to take a polygraph examination and passes, the employee may then be required to take a polygraph examination when such is deemed necessary as part of the investigation.

- v. A copy of the polygraph operator's opinion relative to his examination of the employee shall be submitted within seven (7) days of its receipt at the Inspections and Auditing Division.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reasons for such discipline.

- vi. The polygraph operator shall be Illinois certified and not an employee of the City of Chicago.

Section 16.3

A. No Acting Out Of Classification

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement.

B. Emergency Manpower Shortages

To avoid the temporary shutdown of company's due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing or holdover pursuant to Articles 9.3 or 5.4 respectively members of the bargaining unit may be temporarily assigned to act in a higher rank subject to the conditions enumerated below:

i. The acting employee shall be compensated for the period of acting at the same rate he would earn if promoted to that higher rank:

ii. The acting employee will perform the duties of the higher rank or classification for a maximum of four (4) hours except in the following situations:

a. the acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.3 within the four hours; or

b. the fourth hour of the acting period runs past midnight. If this occurs the acting employee shall continue to act for the balance of the tour of duty.

For the purpose of this Article the four-hour period shall begin from the time the shortage occurs, if the company is in quarters or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The employer shall diligently attempt to fill the manpower shortage in accordance with Article 9.2 during the four-hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for the balance of the tour of duty and the company will not be put out of service.

iii. In the Bureau of Fire Extinguishment the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment in the Division of EMS shall be to the senior person in the District on the shift.

iv. The Union shall be immediately notified of the existence of any manpower shortage and the assignment of personnel to act in a higher rank and/or the recall of employees on overtime.

When an employee acts out of classification to fill a shortage occurring before 8:00 p.m. for a period longer than four hours the Union and the Employer shall meet on the next regular business day to negotiate a solution to rectify the condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shut down of emergency apparatus avoided.

Section 16.4 (B) EMS Manning

For the term of this agreement, the minimum manning of ambulances shall consist of two paramedics regularly assigned to each ambulance. Two person ambulances will be backed up by a Field Officer position established in accord with the EMS reorganization being currently developed. The Field Officer will respond to life threatening situations necessitating the presence of three paramedics at the emergency scene. Initial assignments of manpower in EMS shall be in accord with Appendix D.

Recognizing that the EMS reorganization and manning concepts herein established are new and experimental, the Employer and the Union shall establish a joint EMS Study Committee composed of 3 representatives named by the Employer and 3 representatives named by the Union. Such Committee shall meet promptly and from time to time by mutual agreement. The Committee shall study and monitor the effectiveness of the Field Officer position as an emergency back-up, the Department's cross training program, and other methods for improving the performance of manpower and the delivery of services. Prior to August 1, 1981, the Committee shall issue a written report stating its findings and recommendation for improving the quality of services.

Section 16.4 (C) Cross Training Program

A voluntary program will be established to cross train fire fighters and paramedics, with employees who achieve such dual certification to receive incentive pay.

The joint EMS study committee shall monitor and evaluate the progress of the cross training program.

The joint EMS study committee shall also issue a report prior to July 1, 1981, stating its findings and recommendations with respect to the utilization of manpower under the cross training program.

The Employer and the Union will thereafter, concurrent with the commencement on August 1, 1981, of negotiations relating to the successor contract, negotiate language to implement the findings and recommendations of the study committee as Section 16.4 C of the successor contract.

ARTICLE XVI

General Provisions

Section 16.4 Minimum Manning

The vehicle and equipment manning complements established after the strike and which are currently maintained, shall continue to be maintained at those levels (i.e., five (5) men on all trucks and engines) for the balance of this contract term.

Section 16.5 Residency

All employees covered by this Agreement shall be actual residents of the City of Chicago.

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause", if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the Arbitrator.

Section 16.6 Mileage Allowance

Employees in the Fire Prevention Bureau shall be paid eighteen cents (18¢) per mile, to a maximum of 500 miles per month, when they are required by the Employer to use their personal car or vehicle to perform city work during their hours of work.

Section 16.9 Protective Gear and Clothing Allowance

Each employee shall receive a clothing allowance of \$400.00 per year, \$200.00 payable on or before March 1st and \$200.00 payable on or before September 1st. During the contract year 1981, each employee shall receive a supplemental uniform allowance of \$250.00. Upon adoption of this award and an additional supplemental payment of \$150.00 on December 15, 1981.

Section 16.7 Permanent Assignment and Transfers

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus, areas and districts of the Fire Department.

C. Vacancies in a permanent assignment due to an assigned employee's retirement, resignation, death, or discharge for cause, or due to authorized leaves of absence in excess of three (3) months, shall be filled on the basis of seniority. The employer shall post a monthly list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of his choice, a copy of which shall be delivered to the Union and the applicant. The employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted, except where a different assignment is dictated by bonafide operational needs of the department. Such exception shall not exceed 5% of the number of permanent assignments made in each transfer order. For the term of this agreement the original assignment of candidates to active companies shall not be charged against the 5%. Any vacancy not bid upon shall be assigned to non-permanently assigned employees having the least seniority.

D. No employee shall be transferred or detailed for punitive reasons.

Section 16.8 Contracting and Subcontracting of Work

During the term of this agreement, the Employer shall not contract out or subcontract any work performed by employees covered by this agreement except in the case of an emergency involving a natural or human disaster.

The terms Contract Out or Subcontract shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, Business, etc. to perform the work of the bargaining unit members.

Section 16.10 Firefighter Employment List

The Employer will maintain the present eligibility roster No. 8106 for the term of this Agreement. All new employees will be called and offered employment from this list in the order of their original numerical rank unless a different priority is ordered by the Federal Court.

ARTICLE XVII

Rules and Regulations

Section 17.1

A. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations and Practices and Procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three representatives and the Union shall name three representatives to sit as a committee to review the existing Fire Department rules and regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views as to the committee's recommendations

Section 17.2 New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

Section 17.3 The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

Section 17.4 - Career Service Exemption

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

ARTICLE XVIII

Savings Clause

If any provisions of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XIX

Guarantee of Terms

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

ARTICLE XX.

Duration and Termination

Section 20.1 Notice

This agreement and each of its provisions shall be effective as of January 1, 1981 and continue in full force and effect until December 31, 1981 and thereafter unless either party shall notify the other in writing 150 days (or by August 1st) prior to the anniversary date of the contract that it desires to modify and/or amend this agreement.

Section 20.2 Negotiations

Negotiations shall commence thirty (30) days later (or by September 1st) and shall continue for a period of sixty (60) days or to November 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution-Binding Arbitration Board

In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, if necessary, the same procedures specified in Article X hereof for the selection of an arbitrator. The arbitrator shall be a member of the National Academy. The terms decided upon by such an arbitrator shall be included in an agreement to be submitted to the City Council for adoption. The terms of this agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.4 Ratification and Enactment by the City Council

A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiating period (Section 20.2), the following procedure shall apply:

(i.) The agreement will first be presented to the Union membership with Local 2's Executive Board recommendation for ratification.

(ii.) Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The employer and union shall cooperate to secure this legislative approval.

(iii.) In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 20.3 of this Article upon ten (10) days written notice to the other party.

For purposes of this article, rejection by the City Council means failure of a majority of the members of the City Council voting to vote for ratification and concurrent adoption in ordinance form of the agreed contract or the failure of the City Council to take such action within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

(i.) In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, if necessary, the same procedures specified in Article X hereof for the selection of an arbitrator who shall be a member of the National Academy. The terms decided upon such an arbitrator shall be included in an agreement to be submitted to the City Council for adoption. The terms of this agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

(ii.) If the City Council should reject the arbitrated agreement, the parties shall meet again with ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this agreement upon ten days written notice to the other.

(iii.) There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this agreement is terminated pursuant to subparagraph 20.4(B) (ii).

Section 20.5 Signature

In Witness Whereof, the parties hereto have affixed their signatures this _____ day of _____.

[Signature forms omitted for printing purposes]

Appendices "A","B","C" and "D" read as follows:

APPENDIX "B"

October 20, 1980.

To: All Fire Department Personnel

From: William R. Blair, Fire Commissioner

Subject: Furlough Schedule, 1981

All members of the uniformed services, who are eligible, will select two furlough periods with the provision that all furloughs must be completed by 0800, January 1, 1982. Members will be assigned first furlough choice before selecting for second furlough. Furloughs will commence at 0800 hours January 2, 1981.

<i>Furlough</i>	<i>1st Platoon</i>	
	From	To
1	January 2	January 21
2	January 20	February 8
3	February 7	February 26
4	February 25	March 16
5	March 15	April 3
6	April 2	April 21
7	April 20	May 9
8	May 8	May 27
9	May 26	June 14
10	June 13	July 2
11	July 1	July 20
12	July 19	August 7
13	August 6	August 25
14	August 24	September 12
15	September 11	September 30
16	September 29	October 18
17	October 17	November 5
18	November 4	November 23
19	November 22	December 11
20	December 10	December 29

<i>Furlough</i>	<i>2nd Platoon</i>	
	From	To
1	January 3	January 22
2	January 21	February 9
3	February 8	February 27
4	February 26	March 17
5	March 16	April 4

6	April 3	April 22
7	April 21	May 10
8	May 9	May 28
9	May 27	June 15
10	June 14	July 3
11	July 2	July 21
12	July 20	August 8
13	August 7	August 26
14	August 25	September 13
15	September 12	October 1
16	September 30	October 19
17	October 18	November 6
18	November 5	November 24
19	November 23	December 12
20	December 11	December 30

*Furlough**3rd Platoon*

	From	To
1	January 4	January 23
2	January 22	February 10
3	February 9	February 28
4	February 27	March 18
5	March 17	April 5
6	April 4	April 23
7	April 22	May 11
8	May 10	May 29
9	May 28	June 16
10	June 15	July 4
11	July 3	July 22
12	July 21	August 9
13	August 8	August 27
14	August 26	September 14
15	September 13	October 2
16	October 1	October 20
17	October 19	November 7
18	November 6	November 25
19	November 24	December 13
20	December 12	December 31

Furloughs for 1981 will be drawn 10 days after receipt of this order. In order to draft this furlough schedule in a fair and equitable manner, the following rules shall prevail:

- (a) Battalion Chiefs shall select furloughs by platoon and *seniority in rank.
- (b) Officers and Relief Officers (Captains and Lieutenants) shall select on a District basis by platoon.
 1. 1st furlough choice:
On a District basis, Captains shall select before Lieutenants by *seniority in rank.
 2. 2nd furlough choice:
Captains and Lieutenants shall select on the basis of *seniority as an officer. (Date originally promoted to Lieutenant.)
- (c) Engineers and Relief Engineers shall select on a District basis by platoon and *seniority in rank.
- (d) Firefighters assigned to companies shall select on a District basis by platoon and *seniority in rank.

- (e) Personnel assigned to Bureau of Emergency Medical Services shall select on a Area basis, by platoon and *seniority in rank. Paramedics in Charge shall draw separately from Paramedics.

Personnel who are on long-term detail away from their District assignment, shall select furloughs with the District or units to which they are detailed. (Repair Shops, Helicopters, etc.)

Any personnel promoted or transferred after November 1, 1980, or while the 1981 furlough selection is in progress, will, if necessary, be assigned their 1981 furlough by their District Chief to maintain a balance of manpower in all ranks.

All probationary personnel hired during February and March 1980, and not assigned to a company, will be assigned their 1981 furlough by their District Chief after assignment to a company.

When original assignment of 1981 furloughs has been completed, the following is said to be followed:

- (a) Firefighters, Engineers, Lieutenants, Captains, and Chief Officers, transferred or promoted, shall have their furloughs reassigned, if necessary, by their respective District Chief or Bureau Head, to adequately staff all ranks in each of the present three platoons.

Seniority is defined on page 6, paragraph 2, of the Rules and Regulations.

The first and foremost consideration during furlough is the maintenance of a sufficient complement of Officers, Engineers, Firefighters and motor vehicle operators to adequately and efficiently staff each of the three platoons.

This order shall be strictly adhered to and *it shall be the responsibility of District Chiefs* to maintain an equal distribution of manpower on every furlough period on each platoon.

In the event that a member must change platoons, or 'Daley Day' as necessitated, to properly run the Department, it must be remembered that *'Daley Days' are not related to furlough periods.*

District Chiefs and Bureau Heads shall forward to the Fire Commissioner, Attention Chief of Fire Services, a complete list of all furloughs by name and rank in their respective District or Bureaus not later than the 26th of December 1980.

Following is a detailed plan of how the furlough schedule will be put into effect:

In order to determine the number of men to be on each furlough, each District Chief or Bureau Head shall first determine both the total number of Firefighters and total number by ranks who are eligible to draw for furlough. The District Chief or Bureau Head shall then divide the total number of Firefighters, and total by rank, by the 20 furlough periods. This will give the maximum total of men and maximum total in each rank for each of the 20 furlough periods, 1st choice. This procedure shall then be repeated for the 2nd furlough choice.

District Chiefs shall distribute all forms titled "Choice for 1st Furlough" and each member shall follow instructions for 1st furlough choice and submit them to the District Chief or Bureau Head.

The District Chief or Bureau Head shall then assign furloughs and upon completion of same, notify all members of the 1st furlough assigned to them. At this time they shall distribute the forms titled "Choice for 2nd Furlough" and repeat the procedure for drawing and assigning 2nd furloughs.

The District Chief or Bureau Head shall assign furloughs to the total number of Officers on each platoon within the maximum number of furloughs allowed in the 1st choice. As each furlough period is filled, that furlough period shall be withdrawn from any further choices.

The District Chief or Bureau Head shall assign the total number of Engineers on each platoon within the maximum number of Engineers allowed in the 1st furlough choice. As each 1st furlough period is filled, that furlough period shall be withdrawn from any further choices.

The District Chief or Bureau Head shall assign the total number of Firefighters on each platoon within the maximum number of Firefighters allowed in the 1st choice. As each furlough period is filled, that furlough period shall be withdrawn from any further choices.

All Officers, Engineers and Firefighters assigned to O'Hare Field will draw in the same manner as other members of the Department.

Personnel not assigned on a platoon basis, shall select furloughs by seniority as per guidelines established by their Bureau Chief.

By order of:

(Signed) WILLIAM R. BLAIR,
Fire Commissioner.

This Order Will Be Read At Three (3) Consecutive Roll Calls.

APPENDIX "C"

Equal Opportunity

Section 1 - Compliance with Court Settlements and Decrees

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2 - Hiring and Recruitment

A. Goals

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty per cent shall be Black and fifteen per cent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereinafter shall consist of Blacks and Hispanics. Within 90 days of the effective date of this agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

B. Programs

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and in publications and other media specially directed to Black and Hispanic residents, and will seek the aid of and will cooperate with church and community organizations in such areas.

Section 3. - Transfers and Promotions

A. Goal

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

B. Programs

1. Training

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in-service training and educational programs as well as opportunity for attendance at educational institutions, where necessary, with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality of Opportunity

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

3. Remedying Past Discrimination

There shall be an immediate review of the status of all Black and Hispanic fire fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting that conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and are otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establishment of Responsibility for Implementation:

The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intradepartmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

b. Agreement Prohibits Sex Discrimination

(Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the department.)

Section 4 - Community Advisory Board

A. Composition

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two named by Local 2 of the International Association of Firefighters.

B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanics holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists, and other personnel.

APPENDIX "D"

EMS Manning Schedule:

The Division of Emergency Medical Services, under the direction of Chief Paramedic, shall on a daily basis be staffed and manned as follows:

1. The three (3) EMS Areas (North, Central and South) shall be staffed with one (1) EMS Area Officer for a total of three (3) Area Officers on duty daily.
2. In support of the thirty-nine (39) ambulances in service daily, there shall be six (6) EMS Field Officers on duty daily in support of the two person ambulances.
3. On a daily basis, each of the Department's thirty-nine (39) ambulances shall be manned with one (1) Paramedic-In-Charge and one (1) Paramedic.
4. To meet necessary manning requirements, the Employer may make use of cross-trained Firefighters/Paramedics as provided in Article XVI of the Labor Agreement.
5. If due to exceptional circumstances on a given day 39 ambulances cannot be maintained in service, the Union shall be notified and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

COMMITTEE ON FINANCE.

**Authorization to Transfer Funds from Working Cash Fund to
General Corporate Fund for the Year 1981.**

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

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

SECTION 1. In order to provide monies with which to meet ordinary and necessary disbursements for general corporate purposes, the City Treasurer is directed to transfer from the Working Cash Fund to the General Corporate Fund the sum of \$32,008,240 in anticipation of the collection of Illinois Personal Property Tax Replacement Revenues of the General Corporate Fund of the City for the year 1981 which is in excess of the amount thereof required to pay any tax anticipation warrants or notes and the interest thereon.

SECTION 2. It is hereby declared that the entire amount of Illinois Personal Property Tax Replacement Revenue, which it is estimated will be received for general corporate purposes of the City of Chicago for the year 1981, in anticipation of the collection of which the foregoing transfer is to be made and from which the Working Cash Fund is to be reimbursed is \$37,870,038 (after deducting the amount of \$24,829,962 for debt service and pension obligations); the aggregate amount of tax anticipation warrants or notes heretofore issued in anticipation of the collection of such revenue is zero; and the aggregate amount of money heretofore transferred from the Working Cash Fund to the General Corporate Fund in anticipation of the collection of such revenue is zero.

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

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

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

Nays--None.

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

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass three (3) proposed ordinances transmitted herewith, to authorize the transfer of funds in the following departments:

Fire Department

Department of Police (2).

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

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

Nays--None.

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

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

Fire Department.

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

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100 4211 005	Salaries and Wages on Payroll	\$ 1,035,672.00
100-4211-125	Office and Building Services	15,000.00
100-4211-169	Technical Meeting Costs	700.00
100-4211-245	Reimbursement to Travelers	1,481.00
100-4211-318	Other	400.00
100-4211-345	Apparatus and Instruments	187,000.00
100-4211-360	Repair Parts and Materials	105,000.00
100-4211-372	Tools (Unit Value less than \$100)	1,000.00
100-4211-424	Furniture and Furnishings	30,000.00
100-4211-440	Machinery and Equipment	1,000.00
100-4211-450	Vehicles	336,797.00
100-4211-802	For Dem. of Fire Damaged Bldgs. Dang. to Pub. Security	14,000.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4211-149	Other Professional and Technical Services	\$ 183,025.00
100-4211-157	Rental of Equipment and Services	11,432.00
100-4211-162	Repair and Maintenance of Equipment	462,961.00
100-4211-182	Heat, Light and Power (Public)	565,503.00
100-4211-186	Telephone	243,535.00
100-4211-315	Motor Vehicle Diesel Fuel	54,759.00
100-4211-320	Gasoline	97,298.00
100-4211-423	Communication Devices	109,537.00

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

*Department of Police.**Be It Ordained by the City Council of the City of Chicago:*

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-440	For the replacement of Machinery and Equipment	\$ 708,079.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-056	For the cost of Claims and Administration of Premiums for a Co-insured Dental Plan for Employees	\$ 567,840.00
100-4110-098	Uniform Allowance Police Department Sworn Personnel	140,239.00

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

*Department of Police.**Be It Ordained by the City Council of the City of Chicago:*

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4110-169	Technical Meeting Costs	\$ 15,000.00
100-4110-175	Transportation Charges (Exclusive of Travel)	12,000.00
100-4110-182	Heat, Light and Power (Public)	129,866.00
100-4110-186	Telephone	50,592.00
100-4111-245	Reimbursement to Travelers	8,000.00
100-4111-314	Fuel Oil	100.00
100-4111-320	Gasoline	750,000.00
100-4111-330	Food	11,118.00
100-4111-340	Materials and Supplies	255,130.00
100-4111-345	Apparatus and Instruments	3,327.00
100-4111-348	Books and Related Materials	6,896.00
100-4111-350	Stationery and Office Supplies	46,851.00

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-005	Salaries and Wages on Payroll	\$ 2,846,737.00
100-4111-015	Scheduled Salary Adjustments	192,712.00
100-4111-128	Fees and Services	1,600.00
100-4111-130	Postage and Postal Charges	41,436.00
100-4111-142	Auditing	1,000.00
100-4111-149	Other Professional and Technical Services	44,438.00
100-4111-150	Publications	2,857.00
100-4111-155	Rental of Property	28,151.00
100-4111-157	Rental of Equipment and Services	57,958.00
100-4111-160	Repair or Maintenance of Property	5,071.00
100-4111-162	Repair or Maintenance of Equipment	387,649.00
100-4111-166	Subscription and Dues	661.00

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-360	Repair Parts and Materials	\$ 244,133.00
100-4111-372	Tools (Unit Value less than \$100)	1,442.00
100-4111-410	Equipment for Buildings	9,604.00
100-4111-422	Office Machines	4,321.00
100-4111-423	Communication Devices	61,962.00
100-4111-424	Furniture and Furnishings	50,900.00
100-4111-440	Machinery and Equipment	3,500.00
100-4111-445	Technical and Scientific Equipment	33,000.00
100-4111-450	Vehicles	516.00
100-4111-526	Improvements	28,233.00
100-4111-540	Erection or Construction of Structures	28,000.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-020	Overtime	\$ 1,440,000.00
100-4111-098	Uniform Allowance Police Department Sworn Personnel	3,924,761.00

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

Execution of Revolving Fund Loan Authorized between
City of Chicago and Fontanez and Company, Inc.

The Committee on Finance submitted a report (referred October 6, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the execution of a Revolving Loan Fund Agreement between the City of Chicago and Fontanez and Company, Inc.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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 September 9, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Fontanez & Company, 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 Fontanez and Company, 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 Fontanez & Company, 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 Fontanez & Company, 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 Fontanez & Company, 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 20 North Clark Street, Suite 2800, Chicago, Illinois and Fontanez & Company, Inc., having its offices located at 5 North Wabash Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, The Economic Development Commission of the City of Chicago (hereinafter referred to the as "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 September 9, 1981, the EDC has approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF" Loan") for the Fontanez & Company, Inc. (hereinafter referred to as the "Company" or "Borrower") for the purpose (s) described in Section II (4) of this Revolving Loan Fund Loan Agreement (hereinafter referred to as "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. 5 in the amount of \$150,000.

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 \$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 \$100,000 portion of the loan for fixed asset financing and for five 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 75% of prime adjusted quarterly; 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 furniture, fixtures, machinery and equipment, and no less than a second secured lien position on all inventory; and shall 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.

Section IV. *Assurance of Projected Jobs*

The Company will use its best efforts to create or cause to be created approximately 14 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 8 present full-time, permanent job opportunities, as well as the creation of the 14 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 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;

(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 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 any 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 nonexclusive:

- (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 Five North Wabash 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 Secured Property.
- (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 therefore, 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 Attorney's 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 attorney's 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

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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 expense, 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 Agreement Authorized between City, Gateway Development Corporation and Rice Building Venture.

The Committee on Finance submitted a report (referred on October 6, 1981) recommending that the City Council pass a proposed ordinance transmitted herewith, authorizing the execution of a Redevelopment Agreement between City, Gateway Development Corporation and Rice Building Venture for rehabilitation of said Building.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed May 29, 1981, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for the Near West Side Neighborhood Revitalization Project; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-81-AA-17-0071 which provides for a loan of grant funds to the Gateway Development Corporation and Rice Building Venture, a Limited Partnership, for the renovation of the Rice Building located at 815-817 West Van Buren St. to provide new commercial uses and employment opportunities; now, therefore,

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

SECTION 1. The Mayor is authorized to execute on behalf of the City of Chicago and the Commissioner of the Department of Planning is authorized to execute on behalf of the Department, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago, upon the granting of sufficient security, to lend Three Hundred Ninety Thousand Dollars (\$390,000.00) of Urban Development Action Grant funds to Gateway Development Corporation and Rice Building Venture, a Limited Partnership, for the purpose of renovating the Rice Building, and which obligates Gateway Development Corporation and Rice Building Venture to renovate said building for commercial use and create one hundred nineteen new job opportunities by expending approximately Three Million Four Hundred Eighty-six Thousand Dollars (\$3,486,000.00) in private funds.

The Mayor and the Commissioner of the Department of Planning are further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

Agreement, made in Chicago, Illinois, this ____ day of ____, 1981, between the City of Chicago ("City") by and through the Department of Planning of the City of Chicago ("Department"), having its offices at Room 1000, City Hall, Chicago, Illinois, Gateway Development Corporation (the "Developer"), an Illinois corporation, having its offices at 152 West Huron, Chicago, Illinois, and Lakeview Trust and Savings Bank, not individually but as Trustee under Trust Agreements dated September 4, 1980 and _____ and known as Trust Nos. 5893 and 6008 (the "Trusts") respectively, and Rice Building Venture, an Illinois limited partnership (the "Partnership") which is beneficiary of the Trusts (the Trusts and the Partnership are collectively referred to as the "Owner").

WITNESSETH:

Whereas, the City and the United States Department of Housing and Urban Development ("HUD") have entered into Urban Development Action Grant Agreement No. B-81-AA-17-0071 ("UDAG Agreement") dated July 6, 1981 which provides for a Urban Development Action Grant ("UDAG Grant") to the City; and

Whereas, said UDAG Grant in the amount of Three Hundred Ninety Thousand Dollars (\$390,000) is to be loaned to the Owner for the purpose of rehabilitating an 88,000 gross square foot building located at 815 West Van Buren Street in the City of Chicago; and

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

Now, Therefore, the parties agree as follows:

Section I. *Loan*

The City shall lend to the Owner, and the Owner shall borrow from the City, the sum of Three Hundred Ninety Thousand Dollars (\$390,000) made available under the UDAG Grant upon the following terms and conditions:

- (1) the term of the loan shall be for 25 years from the initial disbursement of funds;
- (2) the principal sum from time to time unpaid will bear interest at the following rates per annum:

Years 1-7 at 6%
Years 8-12 at 9%
Years 13-25 at 11%

- (3) repayment of principal and interest is deferred for the first two years, with the loan balance amortized completely by semi-annual installments of principal and interest over the remaining 23 years of the loan term; the loan may be pre-paid together with all accrued interest upon payment of the following prepayment penalty:

Year 1-10: 15% of outstanding principal
Year 11-15: 5% of outstanding principal
Year 16-25: 3% of outstanding principal

- (4) the City shall receive forty-five percent (45%) of the "Net Cash Flow" for the term of the loan, as that term is defined in the UDAG Agreement, after the loan payment is made to the City and the Developer has retained a fifteen percent (15%) return on "Developer Equity", as that term is defined in Exhibit E, Section VI (a) of the UDAG Agreement; Developer agrees to furnish to the City and HUD a statement from a certified public accountant stating: gross income, "Net Cash Flow", and the amount due the City pursuant to the above repayment formula, within ninety (90) days of the close of each calendar year during the term of the loan.

- (5) the City shall have no obligation to make the loan until such time as:
 - (a) the Developer or the Lender has certified to the City that it has sufficient funds on hand or irrevocably available to it to complete the Redevelopment Plan herein described;
 - (b) the Owner or Lender has certified to the City that equity in the project is at least One Million One Hundred Eighty-five Thousand Dollars (\$1,185,000.00);
 - (c) the Developer has furnished to the City an ALTA, or equivalent policy for mortgage title insurance, in the full amount of the loan, insuring that the City will be the holder of a second lien on the land described in Exhibit A hereto and all improvements thereon, free of all encumbrances and other exceptions to title other than those approved, in advance, by the City;
 - (d) the Developer has furnished to the City a Builder's Risk and Fire Policy or Policies, duly endorsed to indicate the City as insured mortgagee satisfactory to the City and HUD.
- (6) the loan funds shall be disbursed upon the following basis:
 - (a) requests by the Developer for loan proceeds shall be made by tendering Developer's voucher for the amount due not more frequently than once every thirty (30) days on forms approved by the Developer's architect and the Lender.
 - (b) all loan funds shall be paid out by the City in an amount proportionate to the project costs of the development, but in no event greater than a pro rata basis of \$1.00 UDAG loan for every \$7.00 private funds. The pro rata amount aforesaid shall be paid upon receipt by the City of a statement by the Lender and Developer that they have either disbursed the proportionate private funds, or that other private funds have been invested in such amount; and that the Lenders' mortgages constitute the sole first mortgage liens against the property in the total amount of \$2,301,000.00.
- (7) repayment of the loan is unconditionally and irrevocably guaranteed by Gateway Development Corporation.

Section II. *Redevelopment Plan*

In contemplation of the execution of this Agreement, the Developer shall take all steps necessary and appropriate to cause the redevelopment of the land for lease for commercial purposes with a total project cost of \$3,876,000.00. All renovation shall be commenced by December 1, 1981, with substantial completion by November 30, 1982. The Developer shall promptly commence work and shall diligently cause the completion of the renovation activities, so as to complete the redevelopment of the facility within the times stated. It is expressly agreed that the Owner shall expend funds necessary to complete the aforesaid Redevelopment Plan to the extent that the proceeds of the UDAG loan are not sufficient to pay for the same. All work performed upon the land shall be in accordance with all applicable state and local laws and regulations, including applicable zoning and other ordinances of the City of Chicago.

Section III. *Security*

The Trustee shall execute a note and mortgage guaranteed by the Developer in favor of the City of Chicago prior to disbursement of funds. Said mortgage shall grant to the City no less than a second lien position in the land, including all improvements thereon. The security position of the City shall be subordinated to the security interest of the Lender provided that the aggregate principal amount of such indebtedness to the Lender does not exceed \$2,301,000. The mortgage shall provide that a default under the first mortgage which would permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage in favor of the City, and upon such an event of default any unpaid principal and interest shall become immediately due and payable.

Section IV. Limitation of Encumbrance of Property

During the term of this agreement, as provided in Section 2 of this Agreement, the Developer shall not engage in any additional financing or any other transaction creating any lien or other encumbrance which would result in the loan of the City constituting less than a second mortgage position on the above described Land.

Section V. Time of the Essence

Time is of the essence to this Agreement.

Section VI. Restriction on Use

The Developer agrees for itself, and its successors in interest, and assigns that during the time of this Agreement it shall devote the premises of the Land to commercial purposes.

Section VII. Evidence of Financing

No later than December 1, 1981, the Developer shall furnish to the City documents satisfactory to the City which evidence those commitments and funds specified in Section I, Sub-section (5) hereof. The documents shall be on the letterhead of the corporation or agency making the commitment or giving the approval or evidence of receipt and shall be signed by an officer or employee authorized to bind his or her principal and include all documents evidencing the commitment or approval and specify all terms and conditions thereof.

Section VIII. Grant Agreement

The terms and conditions of UDAG Grant No. B-81-AA-17-0071, dated July 6, 1981, are hereby expressly incorporated herein as if fully set out here; and to the extent that the terms and conditions of this Agreement are different or inconsistent with said Grant Agreement, said Grant Agreement shall control.

Section IX. Non-Discrimination

The Owner and Developer agree that during their occupation and use of the land they will comply with all applicable federal, state and local laws and regulations, including without limitation, the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, and applicable ordinances of the City with respect to non-discrimination in the sale, lease or rental, or in the use of the land or any improvement thereon any part thereof.

Section X. Employment

The Owner and Developer shall use their best efforts to create, cause to be created, and retain at least one-hundred nineteen (119) employment opportunities, of which at least 45 will be held by persons of low or moderate incomes, the latter to be comprised of at least 18 CETA eligible persons and 18 by minority persons, all in addition to the non-permanent construction/rehabilitation employment opportunities created during the redevelopment of the land. Such employment opportunities shall be completed within 24 months from the date of preliminary approval of the UDAG Grant Agreement.

Section XI. Enforced Delay in Performance

Neither the City nor the Owner nor any successor in interest shall be considered in breach or default of its obligation hereunder (including without limitation, preparation of the Land for development or commencement and completion of redevelopment as contemplated hereunder) in the event of enforced delay in performance of such obligations due to causes reasonably beyond its control, without its fault and 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 period of time after the same has arisen.

Section XII. Maintaining Records and Right to Inspect

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

Section XIII. Access to Project

The Owner agrees that any duly authorized representative of the City or the Secretary of the United States Department of Housing and Urban Development shall, at reasonable times, have access to any portion of the Land in which the Developer is involved.

Section XIV. No Assignment or Succession

The Owner and Developer agree that no transfer of loan funds by the City to the Owner and Developer shall be deemed an assignment of UDAG funds, and that the Owner and Developer shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor any rights, privileges, authorities or interests in or under the UDAG Grant Agreement.

Section XV. Disclaimer of Relationship

The Owner and Developer agree that nothing contained in this Agreement or in the UDAG Grant Agreement nor any action of the City, or any of the parties, shall be deemed or construed by any of the parties or by the third person to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or joint venture, or of any association or relationship involving the Secretary of the United States Department of Housing and Urban Development.

Section XVI. Conflicts of Interest: City's Representatives not Individually Liable

No member, official, or employee of the City or the Department shall have any personal interest, direct or indirect, in this Redevelopment Agreement; nor shall any such member, official, or employee participate in any decision relating to this Redevelopment 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 Department shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or the Department or for any amount which may become due to the Developer or its successors in interest or on any obligation under the terms of this Redevelopment Agreement.

Section XVII. Remedies

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

B. No Waiver or Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in the Section because of concepts of waiver, laches, or otherwise to resolve such remedy at a time when it may still hope otherwise to resolve the problems created by the default or breach involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this Section be considered or treated as a waiver of the rights of the City with respect to any default by the Developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

Section XVIII. Amendment to Agreements

It is expressly agreed between the parties that during the term of this Redevelopment Agreement no contract, including this Agreement, shall be amended in any material respect, after such approval and acceptance, without the prior written approval by the Secretary of the United States Department of Housing and Urban Development.

Section XIX. Project Signage

The Developer shall be responsible for the installation and maintenance of a project sign in acknowledgement of federal financial assistance consistent with the criteria established by the Secretary of the United States Department of Housing and Urban Development. The City shall be responsible for providing the Developer with said sign.

In Witness Whereof, the undersigned have executed and delivered the Redevelopment Agreement as of the date aforesaid.

[Signature forms omitted for printing purposes]

SECTION 2. This ordinance shall take effect immediately upon passage.

Section 17.2 New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

Section 17.3 The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

Section 17.4 - Career Service Exemption

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

ARTICLE XVIII

Savings Clause

If any provisions of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XIX

Guarantee of Terms

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

ARTICLE XX.

Duration and Termination

Section 20.1 Notice

This agreement and each of its provisions shall be effective as of January 1, 1981 and continue in full force and effect until December 31, 1981 and thereafter unless either party shall notify the other in writing 150 days (or by August 1st) prior to the anniversary date of the contract that it desires to modify and/or amend this agreement.

Section 20.2 Negotiations

Negotiations shall commence thirty (30) days later (or by September 1st) and shall continue for a period of sixty (60) days or to November 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution-Binding Arbitration Board

In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, if necessary, the same procedures specified in Article X hereof for the selection of an arbitrator. The arbitrator shall be a member of the National Academy. The terms decided upon by such an arbitrator shall be included in an agreement to be submitted to the City Council for adoption. The terms of this agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.4 Ratification and Enactment by the City Council

A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiating period (Section 20.2), the following procedure shall apply:

(i.) The agreement will first be presented to the Union membership with Local 2's Executive Board recommendation for ratification.

(ii.) Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The employer and union shall cooperate to secure this legislative approval.

(iii.) In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 20.3 of this Article upon ten (10) days written notice to the other party.

For purposes of this article, rejection by the City Council means failure of a majority of the members of the City Council voting to vote for ratification and concurrent adoption in ordinance form of the agreed contract or the failure of the City Council to take such action within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

(i.) In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, if necessary, the same procedures specified in Article X hereof for the selection of an arbitrator who shall be a member of the National Academy. The terms decided upon such an arbitrator shall be included in an agreement to be submitted to the City Council for adoption. The terms of this agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

(ii.) If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this agreement upon ten days written notice to the other.

(iii.) There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this agreement is terminated pursuant to subparagraph 20.4(B) (ii).

Section 20.5 Signature

In Witness Whereof, the parties hereto have affixed their signatures this _____ day of _____.

[Signature forms omitted for printing purposes]

Appendices "A", "B", "C" and "D" read as follows:

APPENDIX "B"

October 20, 1980.

To: All Fire Department Personnel

From: William R. Blair, Fire Commissioner

Subject: Furlough Schedule, 1981

All members of the uniformed services, who are eligible, will select two furlough periods with the provision that all furloughs must be completed by 0800, January 1, 1982. Members will be assigned first furlough choice before selecting for second furlough. Furloughs will commence at 0800 hours January 2, 1981.

October 22, 1981

REPORTS OF COMMITTEES

Furlough

1st Platoon

	From	To
1	January 2	January 21
2	January 20	February 8
3	February 7	February 26
4	February 25	March 16
5	March 15	April 3
6	April 2	April 21
7	April 20	May 9
8	May 8	May 27
9	May 26	June 14
10	June 13	July 2
11	July 1	July 20
12	July 19	August 7
13	August 6	August 25
14	August 24	September 12
15	September 11	September 30
16	September 29	October 18
17	October 17	November 5
18	November 4	November 23
19	November 22	December 11
20	December 10	December 29

Furlough

2nd Platoon

	From	To
1	January 3	January 22
2	January 21	February 9
3	February 8	February 27
4	February 26	March 17
5	March 16	April 4
6	April 3	April 22
7	April 21	May 10
8	May 9	May 28
9	May 27	June 15
10	June 14	July 3
11	July 2	July 21
12	July 20	August 8
13	August 7	August 26
14	August 25	September 13
15	September 12	October 1
16	September 30	October 19
17	October 18	November 6
18	November 5	November 24
19	November 23	December 12
20	December 11	December 30

Furlough

3rd Platoon

	From	To
1	January 4	January 23
2	January 22	February 10
3	February 9	February 28
4	February 27	March 18
5	March 17	April 5
6	April 4	April 23
7	April 22	May 11
8	May 10	May 29
9	May 28	June 16

10	June 15	July 4
11	July 3	July 22
12	July 21	August 9
13	August 8	August 27
14	August 26	September 14
15	September 13	October 2
16	October 1	October 20
17	October 19	November 7
18	November 6	November 25
19	November 24	December 13
20	December 12	December 31

Furloughs for 1981 will be drawn 10 days after receipt of this order. In order to draft this furlough schedule in a fair and equitable manner, the following rules shall prevail:

- (a) Battalion Chiefs shall select furloughs by platoon and *seniority in rank.
- (b) Officers and Relief Officers (Captains and Lieutenants) shall select on a District basis by platoon.
 - 1. 1st furlough choice:
On a District basis, Captains shall select before Lieutenants by *seniority in rank.
 - 2. 2nd furlough choice:
Captains and Lieutenants shall select on the basis of *seniority as an officer. (Date originally promoted to Lieutenant.)
- (c) Engineers and Relief Engineers shall select on a District basis by platoon and *seniority in rank.
- (d) Firefighters assigned to companies shall select on a District basis by platoon and *seniority in rank.
- (e) Personnel assigned to Bureau of Emergency Medical Services shall select on a Area basis, by platoon and *seniority in rank. Paramedics in Charge shall draw separately from Paramedics.

Personnel who are on long-term detail away from their District assignment, shall select furloughs with the District or units to which they are detailed. (Repair Shops, Helicopters, etc.)

Any personnel promoted or transferred after November 1, 1980, or while the 1981 furlough selection is in progress, will, if necessary, be assigned their 1981 furlough by their District Chief to maintain a balance of manpower in all ranks.

All probationary personnel hired during February and March 1980, and not assigned to a company, will be assigned their 1981 furlough by their District Chief after assignment to a company.

When original assignment of 1981 furloughs has been completed, the following is said to be followed:

- (a) Firefighters, Engineers, Lieutenants, Captains, and Chief Officers, transferred or promoted, shall have their furloughs reassigned, if necessary, by their respective District Chief or Bureau Head, to adequately staff all ranks in each of the present three platoons.

Seniority is defined on page 6, paragraph 2, of the Rules and Regulations.

The first and foremost consideration during furlough is the maintenance of a sufficient complement of Officers, Engineers, Firefighters and motor vehicle operators to adequately and efficiently staff each of the three platoons.

This order shall be strictly adhered to and *it shall be the responsibility of District Chiefs* to maintain an equal distribution of manpower on every furlough period on each platoon.

In the event that a member must change platoons, or 'Daley Day' as necessitated, to properly run the Department, it must be remembered that *'Daley Days' are not related to furlough periods.*

District Chiefs and Bureau Heads shall forward to the Fire Commissioner, Attention Chief of Fire Services, a complete list of all furloughs by name and rank in their respective District or Bureaus not later than the 26th of December 1980.

Following is a detailed plan of how the furlough schedule will be put into effect:

In order to determine the number of men to be on each furlough, each District Chief or Bureau Head shall first determine both the total number of Firefighters and total number by ranks who are eligible to draw for furlough. The District Chief or Bureau Head shall then divide the total number of Firefighters, and total by rank, by the 20 furlough periods. This will give the maximum total of men and maximum total in each rank for each of the 20 furlough periods, 1st choice. This procedure shall then be repeated for the 2nd furlough choice.

District Chiefs shall distribute all forms titled "Choice for 1st Furlough" and each member shall follow instructions for 1st furlough choice and submit them to the District Chief or Bureau Head.

The District Chief or Bureau Head shall then assign furloughs and upon completion of same, notify all members of the 1st furlough assigned to them. At this time they shall distribute the forms titled "Choice for 2nd Furlough" and repeat the procedure for drawing and assigning 2nd furloughs.

The District Chief or Bureau Head shall assign furloughs to the total number of Officers on each platoon within the maximum number of furloughs allowed in the 1st choice. As each furlough period is filled, that furlough period shall be withdrawn from any further choices.

The District Chief or Bureau Head shall assign the total number of Engineers on each platoon within the maximum number of Engineers allowed in the 1st furlough choice. As each 1st furlough period is filled, that furlough period shall be withdrawn from any further choices.

The District Chief or Bureau Head shall assign the total number of Firefighters on each platoon within the maximum number of Firefighters allowed in the 1st choice. As each furlough period is filled, that furlough period shall be withdrawn from any further choices.

All Officers, Engineers and Firefighters assigned to O'Hare Field will draw in the same manner as other members of the Department.

Personnel not assigned on a platoon basis, shall select furloughs by seniority as per guidelines established by their Bureau Chief.

By order of:

(Signed) WILLIAM R. BLAIR,
Fire Commissioner.

This Order Will Be Read At Three (3) Consecutive Roll Calls.

APPENDIX "C"

Equal Opportunity

Section 1 - Compliance with Court Settlements and Decrees

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2 - Hiring and Recruitment

A. Goals

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty per cent shall be Black and fifteen per cent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereinafter shall consist of Blacks and Hispanics. Within 90 days of the effective date of this agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

B. Programs

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and in publications and other media specially directed to Black and Hispanic residents, and will seek the aid of and will cooperate with church and community organizations in such areas.

Section 3. - Transfers and Promotions

A. Goal

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

B. Programs

1. Training

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in-service training and educational programs as well as opportunity for attendance at educational institutions, where necessary, with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality of Opportunity

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

3. Remedying Past Discrimination

There shall be an immediate review of the status of all Black and Hispanic fire fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting that conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and are otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establishment of Responsibility for Implementation:

The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intradepartmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

b. Agreement Prohibits Sex Discrimination

(Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the department.)

Section 4 - Community Advisory Board

A. Composition

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two named by Local 2 of the International Association of Firefighters.

B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanics holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists, and other personnel.

APPENDIX "D"**EMS Manning Schedule:**

The Division of Emergency Medical Services, under the direction of Chief Paramedic, shall on a daily basis be staffed and manned as follows:

1. The three (3) EMS Areas (North, Central and South) shall be staffed with one (1) EMS Area Officer for a total of three (3) Area Officers on duty daily.
2. In support of the thirty-nine (39) ambulances in service daily, there shall be six (6) EMS Field Officers on duty daily in support of the two person ambulances.
3. On a daily basis, each of the Department's thirty-nine (39) ambulances shall be manned with one (1) Paramedic-In-Charge and one (1) Paramedic.
4. To meet necessary manning requirements, the Employer may make use of cross-trained Firefighters/Paramedics as provided in Article XVI of the Labor Agreement.
5. If due to exceptional circumstances on a given day 39 ambulances cannot be maintained in service, the Union shall be notified and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

COMMITTEE ON FINANCE.

**Authorization to Transfer Funds from Working Cash Fund to
General Corporate Fund for the Year 1981.**

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

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

SECTION 1. In order to provide monies with which to meet ordinary and necessary disbursements for general corporate purposes, the City Treasurer is directed to transfer from the Working Cash Fund to the General Corporate Fund the sum of \$32,008,240 in anticipation of the collection of Illinois Personal Property Tax Replacement Revenues of the General Corporate Fund of the City for the year 1981 which is in excess of the amount thereof required to pay any tax anticipation warrants or notes and the interest thereon.

SECTION 2. It is hereby declared that the entire amount of Illinois Personal Property Tax Replacement Revenue, which it is estimated will be received for general corporate purposes of the City of Chicago for the year 1981, in anticipation of the collection of which the foregoing transfer is to be made and from which the Working Cash Fund is to be reimbursed is \$37,870,038 (after deducting the amount of \$24,829,962 for debt service and pension obligations); the aggregate amount of tax anticipation warrants or notes heretofore issued in anticipation of the collection of such revenue is zero; and the aggregate amount of money heretofore transferred from the Working Cash Fund to the General Corporate Fund in anticipation of the collection of such revenue is zero.

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

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

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

Nays--None.

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

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass three (3) proposed ordinances transmitted herewith, to authorize the transfer of funds in the following departments:

Fire Department

Department of Police (2).

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

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

Nays--None.

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

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

Fire Department.

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

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4211-005	Salaries and Wages on Payroll	\$ 1,035,672.00
100-4211-125	Office and Building Services	15,000.00
100-4211-169	Technical Meeting Costs	700.00
100-4211-245	Reimbursement to Travelers	1,481.00
100-4211-318	Other	400.00
100-4211-345	Apparatus and Instruments	187,000.00
100-4211-360	Repair Parts and Materials	105,000.00
100-4211-372	Tools (Unit Value less than \$100)	1,000.00
100-4211-424	Furniture and Furnishings	30,000.00
100-4211-440	Machinery and Equipment	1,000.00
100-4211-450	Vehicles	336,797.00
100-4211-802	For Dem. of Fire Damaged Bldgs. Dang. to Pub. Security	14,000.00

<i>To. Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4211-149	Other Professional and Technical Services	\$ 183,025.00
100-4211-157	Rental of Equipment and Services	11,432.00
100-4211-162	Repair and Maintenance of Equipment	462,961.00
100-4211-182	Heat, Light and Power (Public)	565,503.00
100-4211-186	Telephone	243,535.00
100-4211-315	Motor Vehicle Diesel Fuel	54,759.00
100-4211-320	Gasoline	97,298.00
100-4211-423	Communication Devices	109,537.00

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

Department of Police.

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

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-440	For the replacement of Machinery and Equipment	\$ 708,079.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-056	For the cost of Claims and Administration of Premiums for a Co-insured Dental Plan for Employees	\$ 567,840.00
100-4110-098	Uniform Allowance Police Department Sworn Personnel	140,239.00

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

Department of Police.

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

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4110-169	Technical Meeting Costs	\$ 15,000.00
100-4110-175	Transportation Charges (Exclusive of Travel)	12,000.00
100-4110-182	Heat, Light and Power (Public)	129,866.00
100-4110-186	Telephone	50,592.00
100-4111-245	Reimbursement to Travelers	8,000.00
100-4111-314	Fuel Oil	100.00
100-4111-320	Gasoline	750,000.00
100-4111-330	Food	11,118.00
100-4111-340	Materials and Supplies	255,130.00
100-4111-345	Apparatus and Instruments	3,327.00
100-4111-348	Books and Related Materials	6,896.00
100-4111-350	Stationery and Office Supplies	46,851.00

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-005	Salaries and Wages on Payroll	\$ 2,846,737.00
100-4111-015	Scheduled Salary Adjustments	192,712.00
100-4111-128	Fees and Services	1,600.00
100-4111-130	Postage and Postal Charges	41,436.00
100-4111-142	Auditing	1,000.00
100-4111-149	Other Professional and Technical Services	44,438.00
100-4111-150	Publications	2,857.00
100-4111-155	Rental of Property	28,151.00
100-4111-157	Rental of Equipment and Services	57,958.00
100-4111-160	Repair or Maintenance of Property	5,071.00
100-4111-162	Repair or Maintenance of Equipment	387,649.00
100-4111-166	Subscription and Dues	661.00

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-360	Repair Parts and Materials	\$ 244,133.00
100-4111-372	Tools (Unit Value less than \$100)	1,442.00
100-4111-410	Equipment for Buildings	9,604.00
100-4111-422	Office Machines	4,321.00
100-4111-423	Communication Devices	61,962.00
100-4111-424	Furniture and Furnishings	50,900.00
100-4111-440	Machinery and Equipment	3,500.00
100-4111-445	Technical and Scientific Equipment	33,000.00
100-4111-450	Vehicles	516.00
100-4111-526	Improvements	28,233.00
100-4111-540	Erection or Construction of Structures	28,000.00

<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4111-020	Overtime	\$ 1,440,000.00
100-4111-098	Uniform Allowance Police Department Sworn Personnel	3,924,761.00

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

**Execution of Revolving Fund Loan Authorized between
City of Chicago and Fontanez and Company, Inc.**

The Committee on Finance submitted a report (referred October 6, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the execution of a Revolving Loan Fund Agreement between the City of Chicago and Fontanez and Company, Inc.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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 September 9, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Fontanez & Company, 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 Fontanez and Company, 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 Fontanez & Company, 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 Fontanez & Company, 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 Fontanez & Company, 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 20 North Clark Street, Suite 2800, Chicago, Illinois and Fontanez & Company, Inc., having its offices located at 5 North Wabash Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, The Economic Development Commission of the City of Chicago (hereinafter referred to the as "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 September 9, 1981, the EDC has approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF" Loan") for the Fontanez & Company, Inc. (hereinafter referred to as the "Company" or "Borrower") for the purpose (s) described in Section II (4) of this Revolving Loan Fund Loan Agreement (hereinafter referred to as "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. 5 in the amount of \$150,000.

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 \$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 \$100,000 portion of the loan for fixed asset financing and for five 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 75% of prime adjusted quarterly; 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 furniture, fixtures, machinery and equipment, and no less than a second secured lien position on all inventory; and shall 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.

Section IV. *Assurance of Projected Jobs*

The Company will use its best efforts to create or cause to be created approximately 14 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 8 present full-time, permanent job opportunities, as well as the creation of the 14 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 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;

(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 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 any 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 nonexclusive:

(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 Five North Wabash 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 Secured Property.
- (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 therefore, 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 Attorney's 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 attorney's 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 expense, 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 Agreement Authorized between City, Gateway Development Corporation and Rice Building Venture.

The Committee on Finance submitted a report (referred on October 6, 1981) recommending that the City Council pass a proposed ordinance transmitted herewith, authorizing the execution of a Redevelopment Agreement between City, Gateway Development Corporation and Rice Building Venture for rehabilitation of said Building.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed May 29, 1981, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for the Near West Side Neighborhood Revitalization Project; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-81-AA-17-0071 which provides for a loan of grant funds to the Gateway Development Corporation and Rice Building Venture, a Limited Partnership, for the renovation of the Rice Building located at 815-817 West Van Buren St. to provide new commercial uses and employment opportunities; now, therefore,

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

SECTION 1. The Mayor is authorized to execute on behalf of the City of Chicago and the Commissioner of the Department of Planning is authorized to execute on behalf of the Department, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago, upon the granting of sufficient security, to lend Three Hundred Ninety Thousand Dollars (\$390,000.00) of Urban Development Action Grant funds to Gateway Development Corporation and Rice Building Venture, a Limited Partnership, for the purpose of renovating the Rice Building, and which obligates Gateway Development Corporation and Rice Building Venture to renovate said building for commercial use and create one hundred nineteen new job opportunities by expending approximately Three Million Four Hundred Eighty-six Thousand Dollars (\$3,486,000.00) in private funds.

The Mayor and the Commissioner of the Department of Planning are further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

Agreement, made in Chicago, Illinois, this ____ day of _____, 1981, between the City of Chicago ("City") by and through the Department of Planning of the City of Chicago ("Department"), having its offices at Room 1000, City Hall, Chicago, Illinois, Gateway Development Corporation (the "Developer"), an Illinois corporation, having its offices at 152 West Huron, Chicago, Illinois, and Lakeview Trust and Savings Bank, not individually but as Trustee under Trust Agreements dated September 4, 1980 and _____ and known as Trust Nos. 5893 and 6008 (the "Trusts") respectively, and Rice Building Venture, an Illinois limited partnership (the "Partnership") which is beneficiary of the Trusts (the Trusts and the Partnership are collectively referred to as the "Owner").

WITNESSETH:

Whereas, the City and the United States Department of Housing and Urban Development ("HUD") have entered into Urban Development Action Grant Agreement No. B-81-AA-17-0071 ("UDAG Agreement") dated July 6, 1981 which provides for a Urban Development Action Grant ("UDAG Grant") to the City; and

Whereas, said UDAG Grant in the amount of Three Hundred Ninety Thousand Dollars (\$390,000) is to be loaned to the Owner for the purpose of rehabilitating an 88,000 gross square foot building located at 815 West Van Buren Street in the City of Chicago; and

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

Now, Therefore, the parties agree as follows:

Section I. *Loan*

The City shall lend to the Owner, and the Owner shall borrow from the City, the sum of Three Hundred Ninety Thousand Dollars (\$390,000) made available under the UDAG Grant upon the following terms and conditions:

- (1) the term of the loan shall be for 25 years from the initial disbursement of funds;
- (2) the principal sum from time to time unpaid will bear interest at the following rates per annum:

Years 1-7 at 6%

Years 8-12 at 9%

Years 13-25 at 11%
- (3) repayment of principal and interest is deferred for the first two years, with the loan balance amortized completely by semi-annual installments of principal and interest over the remaining 23 years of the loan term; the loan may be pre-paid together with all accrued interest upon payment of the following prepayment penalty:

Year 1-10: 15% of outstanding principal

Year 11-15: 5% of outstanding principal

Year 16-25: 3% of outstanding principal
- (4) the City shall receive forty-five percent (45%) of the "Net Cash Flow" for the term of the loan, as that term is defined in the UDAG Agreement, after the loan payment is made to the City and the Developer has retained a fifteen percent (15%) return on "Developer Equity", as that term is defined in Exhibit E, Section VI (a) of the UDAG Agreement; Developer agrees to furnish to the City and HUD a statement from a certified public accountant stating: gross income, "Net Cash Flow", and the amount due the City pursuant to the above repayment formula, within ninety (90) days of the close of each calendar year during the term of the loan.
- (5) the City shall have no obligation to make the loan until such time as:
 - (a) the Developer or the Lender has certified to the City that it has sufficient funds on hand or irrevocably available to it to complete the Redevelopment Plan herein described;

- (b) the Owner or Lender has certified to the City that equity in the project is at least One Million One Hundred Eighty-five Thousand Dollars (\$1,185,000.00);
- (c) the Developer has furnished to the City an ALTA, or equivalent policy for mortgage title insurance, in the full amount of the loan, insuring that the City will be the holder of a second lien on the land described in Exhibit A hereto and all improvements thereon, free of all encumbrances and other exceptions to title other than those approved, in advance, by the City;
- (d) the Developer has furnished to the City a Builder's Risk and Fire Policy or Policies, duly endorsed to indicate the City as insured mortgagee satisfactory to the City and HUD.
- (6) the loan funds shall be disbursed upon the following basis:
 - (a) requests by the Developer for loan proceeds shall be made by tendering Developer's voucher for the amount due not more frequently than once every thirty (30) days on forms approved by the Developer's architect and the Lender.
 - (b) all loan funds shall be paid out by the City in an amount proportionate to the project costs of the development, but in no event greater than a pro rata basis of \$1.00 UDAG loan for every \$7.00 private funds. The pro rata amount aforesaid shall be paid upon receipt by the City of a statement by the Lender and Developer that they have either disbursed the proportionate private funds, or that other private funds have been invested in such amount; and that the Lenders' mortgages constitute the sole first mortgage liens against the property in the total amount of \$2,301,000.00.
- (7) repayment of the loan is unconditionally and irrevocably guaranteed by Gateway Development Corporation.

Section II. *Redevelopment Plan*

In contemplation of the execution of this Agreement, the Developer shall take all steps necessary and appropriate to cause the redevelopment of the land for lease for commercial purposes with a total project cost of \$3,876,000.00. All renovation shall be commenced by December 1, 1981, with substantial completion by November 30, 1982. The Developer shall promptly commence work and shall diligently cause the completion of the renovation activities, so as to complete the redevelopment of the facility within the times stated. It is expressly agreed that the Owner shall expend funds necessary to complete the aforesaid Redevelopment Plan to the extent that the proceeds of the UDAG loan are not sufficient to pay for the same. All work performed upon the land shall be in accordance with all applicable state and local laws and regulations, including applicable zoning and other ordinances of the City of Chicago.

Section III. *Security*

The Trustee shall execute a note and mortgage guaranteed by the Developer in favor of the City of Chicago prior to disbursement of funds. Said mortgage shall grant to the City no less than a second lien position in the land, including all improvements thereon. The security position of the City shall be subordinated to the security interest of the Lender provided that the aggregate principal amount of such indebtedness to the Lender does not exceed \$2,301,000. The mortgage shall provide that a default under the first mortgage which would permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage in favor of the City, and upon such an event of default any unpaid principal and interest shall become immediately due and payable.

Section IV. *Limitation of Encumbrance of Property*

During the term of this agreement, as provided in Section 2 of this Agreement, the Developer shall not engage in any additional financing or any other transaction creating any lien or other encumbrance which would result in the loan of the City constituting less than a second mortgage position on the above described Land.

Section V. *Time of the Essence*

Time is of the essence to this Agreement.

Section VI. *Restriction on Use*

The Developer agrees for itself, and its successors in interest, and assigns that during the time of this Agreement it shall devote the premises of the Land to commercial purposes.

Section VII. *Evidence of Financing*

No later than December 1, 1981, the Developer shall furnish to the City documents satisfactory to the City which evidence those commitments and funds specified in Section I, Sub-section (5) hereof. The documents shall be on the letterhead of the corporation or agency making the commitment or giving the approval or evidence of receipt and shall be signed by an officer or employee authorized to bind his or her principal and include all documents evidencing the commitment or approval and specify all terms and conditions thereof.

Section VIII. *Grant Agreement*

The terms and conditions of UDAG Grant No. B-81-AA-17-0071, dated July 6, 1981, are hereby expressly incorporated herein as if fully set out here; and to the extent that the terms and conditions of this Agreement are different or inconsistent with said Grant Agreement, said Grant Agreement shall control.

Section IX. *Non-Discrimination*

The Owner and Developer agree that during their occupation and use of the land they will comply with all applicable federal, state and local laws and regulations, including without limitation, the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, and applicable ordinances of the City with respect to non-discrimination in the sale, lease or rental, or in the use of the land or any improvement thereon any part thereof.

Section X. *Employment*

The Owner and Developer shall use their best efforts to create, cause to be created, and retain at least one-hundred nineteen (119) employment opportunities, of which at least 45 will be held by persons of low or moderate incomes, the latter to be comprised of at least 18 CETA eligible persons and 18 by minority persons, all in addition to the non-permanent construction/rehabilitation employment opportunities created during the redevelopment of the land. Such employment opportunities shall be completed within 24 months from the date of preliminary approval of the UDAG Grant Agreement.

Section XI. *Enforced Delay in Performance*

Neither the City nor the Owner nor any successor in interest shall be considered in breach or default of its obligation hereunder (including without limitation, preparation of the Land for development or commencement and completion of redevelopment as contemplated hereunder) in the event of enforced delay in performance of such obligations due to causes reasonably beyond its control, without its fault and 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 period of time after the same has arisen.

Section XII. Maintaining Records and Right to Inspect

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

Section XIII. Access to Project

The Owner agrees that any duly authorized representative of the City or the Secretary of the United States Department of Housing and Urban Development shall, at reasonable times, have access to any portion of the Land in which the Developer is involved.

Section XIV. No Assignment or Succession

The Owner and Developer agree that no transfer of loan funds by the City to the Owner and Developer shall be deemed an assignment of UDAG funds, and that the Owner and Developer shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor any rights, privileges, authorities or interests in or under the UDAG Grant Agreement.

Section XV. Disclaimer of Relationship

The Owner and Developer agree that nothing contained in this Agreement or in the UDAG Grant Agreement nor any action of the City, or any of the parties, shall be deemed or construed by any of the parties or by the third person to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or joint venture, or of any association or relationship involving the Secretary of the United States Department of Housing and Urban Development.

Section XVI. Conflicts of Interest: City's Representatives not Individually Liable

No member, official, or employee of the City or the Department shall have any personal interest, direct or indirect, in this Redevelopment Agreement; nor shall any such member, official, or employee participate in any decision relating to this Redevelopment 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 Department shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or the Department or for any amount which may become due to the Developer or its successors in interest or on any obligation under the terms of this Redevelopment Agreement.

Section XVII. Remedies

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

B. No Waiver or Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in the Section because of concepts of waiver, laches, or otherwise to resolve such remedy at a time when it may still hope otherwise to resolve the problems created by the default or breach involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this Section be considered or treated as a waiver of the rights of the City with respect to any default by the Developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

Section XVIII. *Amendment to Agreements*

It is expressly agreed between the parties that during the term of this Redevelopment Agreement no contract, including this Agreement, shall be amended in any material respect, after such approval and acceptance, without the prior written approval by the Secretary of the United States Department of Housing and Urban Development.

Section XIX. *Project Signage*

The Developer shall be responsible for the installation and maintenance of a project sign in acknowledgement of federal financial assistance consistent with the criteria established by the Secretary of the United States Department of Housing and Urban Development. The City shall be responsible for providing the Developer with said sign.

In Witness Whereof, the undersigned have executed and delivered the Redevelopment Agreement as of the date aforesaid.

[Signature forms omitted for printing purposes]

SECTION 2. This ordinance shall take effect immediately upon passage.

Filing of Grant Application Authorized with Federal Aviation Administration at Chicago-O'Hare International Airport (Partial Runway Rehabilitation 14R-32L).

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

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an Application for Federal Assistance, said Application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$2,352,807.

SECTION 3. 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 Aviation any grant offer which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application attached to this ordinance printed on pages 7572 to 7557 of this Journal]

FEDERAL ASSISTANCE				2. APPLICANT'S APPLICATION	3. NUMBER 6-17-0023-15	4. STATE APPLICATION IDENTIFIER	5. NUMBER 80 03 18 47
1. TYPE OF ACTION ☐ PREAPPLICATION ☐ APPLICATION ☐ NOTIFICATION OF INTENT (ORI) ☐ REPORT OF FEDERAL ACTION (Mark appropriate box)				6. DATE Year month day 1981 03 18		7. DATE ASSIGNED Year month day 1980 03 24	
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: CITY OF CHICAGO b. Organization Unit: DEPARTMENT OF AVIATION c. Street/P.O. Box: 121 N. LA SALLE STREET d. City: CHICAGO e. State: ILLINOIS f. Contact Person (Name): JACK DELANDY g. Telephone No.: 312 744-4870 h. County: COOK i. ZIP Code: 60602						5. FEDERAL EMPLOYER IDENTIFICATION NO.	
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT CHICAGO-O'HARE INTERNATIONAL AIRPORT RUNWAY 14R-30L PARTIAL REHABILITATION PROJECT NUMBER ORD 7130						6. TYPE OF APPLICANT a. NUMBER: 3101-1101-1 b. TITLE: AIRPORT DEVELOPMENT AIR P. PROGRAM c. PRO-GRAM: (From Federal Catalog)	
10. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.) CHICAGO METROSTATISTICAL AREA						11. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000	
12. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Other						13. TYPE OF APPLICATION A-New B-Renewal C-Continuation D-Other	
14. PROPOSED FUNDING a. FEDERAL: \$ 1,111,000 b. APPLICANT: \$ 1,111,000 c. TOTAL: \$ 2,222,000 d. OTHER: \$ 0 e. TOTAL: \$ 2,222,000						15. TYPE OF CHANGE (For state or local) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation	
16. CONGRESSIONAL DISTRICTS OF: a. APPLICANT: CITY WIDE b. PROJECT:						17. PROJECT DURATION Year month day 1981 03 1	
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) Federal Aviation Administration, Des Plaines, Illinois 60018						21. REMARKS ADDED ☐ Yes ☐ No	
22. The APPLICANT CERTIFIES THAT: a. To the best of my knowledge and belief, data in this preapplication/application are true and correct; the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by CMB Circular #25 this application was submitted pursuant to the instructions therein, to appropriate clearinghouses and all responses are attached.				23. CERTIFYING OFFER: Thomas Kapsalis, Commissioner of Aviation			
24. AGENCY NAME				25. DATE SIGNED Year month day 1981 03 26			
26. ORGANIZATIONAL UNIT				27. ADMINISTRATIVE OFFICE			
28. ADDRESS				29. FEDERAL AGENCY IDENTIFICATION			
30. ACTION TAKEN ☐ A. AWARDED ☐ B. REJECTED ☐ C. RETURNED FOR AMENDMENT ☐ D. DEFERRED ☐ E. WITHDRAWN				31. FUNDING a. FEDERAL: \$ 1,111,000 b. APPLICANT: \$ 1,111,000 c. STATE: \$ 0 d. LOCAL: \$ 0 e. OTHER: \$ 0 f. TOTAL: \$ 2,222,000			
32. ACTION DATES: 19				33. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)			
34. FEDERAL AGENCY ACTION				35. REMARKS ADDED ☐ Yes ☐ No			

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-0014

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

____ Yes X ____ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

____ Yes X ____ No (Attach Documentation)

Name of Agency or

Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

____ X ____ Yes ____ No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

____ Yes X ____ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

____ X ____ Yes ____ NoCheck one: State ☐Local ☒Regional ☐☐

DEPT. OF AVIATION

☐ PLANNING DIVISION

Location of plan _____

Item 6.

Will the assistance requested serve a Federal installation?

____ X ____ Yes ____ NoName of Federal Installation U.S. AIR FORCE 926th AIRLIFT GROUPFederal Population benefiting from Project 2100

Item 7.

Will the assistance requested be on Federal land or installation?

____ Yes X ____ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

____ Yes X ____ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

____ Yes X ____ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-80

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <u>X</u> Not required. <u> </u> Attached as exhibits Applicant intends to acquire the site through <u> </u> Eminent domain. <u> </u> Negotiated purchase <u> </u> Other means (specify):
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <u>X</u> Applicant, <u> </u> Agency or institution operating the facility <u> </u> Other (specify):
13. INDICATE WHETHER APPLICANT OPERATOR HAS: <u>X</u> Fee simple title, <u> </u> Leasehold interest, <u> </u> Other (specify):
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION. a. Length of lease or other estate interest <u> </u> , and number of years to run <u> </u> b. Is lease renewable? <u> </u> Yes <u> </u> No c. Current appraised value of land \$ <u> </u> d. Annual rental rate \$ <u> </u> <u>N/A</u>
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. SEE ATTACHMENTS ~~THERE HAS BEEN NO CHANGES SINCE DATE OF ATTACHMENTS.~~
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS. <u>N/A</u>
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. <u>N/A</u>
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: <u> </u> Not required, <u>X</u> Being prepared, <u> </u> Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics <u> </u> % Preliminary <u>10</u> % Final <u> </u> %
20. TARGET DATES FOR: Bid Advertisement <u>FEB. 1982</u> Contract Award <u>MAY 1982</u> Construction Completion <u>1982</u> Occupancy <u> </u>
21. DESCRIPTION OF FACILITY: <u> </u> Not required <u>X</u> Attached as exhibits Transmitted on 4/7/80. Drawings - Attach any drawings which will assist in describing the project Specifications - Attach copies of completed nature specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY, THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. *Compatible Land Use.*—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

CHICAGO-O'HARE INTERNATIONAL AIRPORT ZONING ORDINANCE
STATE OF ILLINOIS CITY OF CHICAGO ZONING ORDINANCE
COOK COUNTY ZONING ORDINANCE

2. *Defaults.*—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith.

N/A

3. *Possible Disabilities.*—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. *Land.* (a) The Sponsor holds the following property interest in the following areas of land² which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests: all of which areas are identified on the aforementioned property map designated as Exhibit "A":

SEE ATTACHMENT and Exhibit "A" as filed with the FAA.

²State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

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PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights. There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

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G14B FD-60-R014

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No.

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,300
2. Preliminary expense			23,035
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			402,483
5. Other architectural engineering fees			
6. Project inspection fees			636,652
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			7,328,700
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			8,506,175
15. Estimated income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			8,506,175
17. Less: Ineligible Exclusions			
18. Add: Contingencies			905,052
19. Total Project Amt. (Excluding Rehabilitation Grants)			9,411,228
20. Federal Share requested of Line 19			7,058,420
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			7,058,420
23. Grantee share			2,352,807
24. Other shares			

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 50-108-1

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
1.		
2.	\$	\$
3.		
4.		
5.		
6.		
7.		
8.		
9. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

17. Grantee Share	\$ 2,352,807
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Specify) O'Hare Revenue Bonds	2,352,807
h. TOTAL - Grantee share	2,352,807
18. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
19. TOTAL	\$ 2,352,807

SECTION E - REMARKS

PROGRAM NARRATIVE PROGRAMRunway 14R-32L REHABILITATIONProject Number ORD 7189

To continue the structural integrity of the runway pavement and combine pre-stressed sectional replacement provided with the Phase II overlayment program for runway 14R-32L.

This rehabilitation shall include:

8" P.C.C. Pavement
Pre-Stressing System
Pavement Grooving
Joint Assemblies

Approximate Cost

Federal Aviation Administration	7,058,420
Applicant	2,352,807
TOTAL	9,411,227

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of Executive Order 11286, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

4. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding, that it will construct the project, or cause it to be constructed, to true completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural, engineering, supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Maximum Heights and Floor-to-Airwave Ratio and Clearance to the Physical Handicapped" (November A111.1-1961, as modified by CFR 101.12.100). The applicant will be responsible for

conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a wish or for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provided for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to non-profit educational institution employees of State and local governments.

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SPONSOR ASSURANCES

17. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights. Any breach of these covenants on the part of the Sponsor may result in the suspension or termination of, or refusal to grant Federal assistance under, FAA administered programs, or such other action which may be necessary to enforce the rights of the United States under this agreement.

18. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Provided: That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

19. The Sponsor--

a. Will not grant or permit any exclusive right forbidden by Section 305(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the Airport, or at any other airport now owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Development Act.

20. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable

terms, and without unjust discrimination. In furtherance of the covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

21. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

22. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor. In furtherance of this covenant the Sponsor will have in effect at all times arrangements for:

a. Operating the airport's aeronautical facilities whenever required.

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions, and

c. Promptly notifying airmen of any condition affecting aeronautical use of the Airport.

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ORD NO. 64-80369

22. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 71.25, as applied to Section 71.23, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires, property interests permitting it to so control the use made of the surface of the land.

23. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

24. The Sponsor will keep up to date at all times an Airport layout plan of the Airport, showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal, hangars, hangers and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed transition areas and of all existing improvements thereon. The Airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA. Such approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities, other than in conformity with the Airport layout plan as so approved by the FAA. If such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

25. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft will be available to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the Airport

(the total movements of government aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

27. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amount of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

28. The airport operator or owner will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection.

29. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor deems so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection and audit by the Secretary and the Comptroller General of the United States, or their duly authorized representatives, upon reasonable request. The Sponsor will furnish to the FAA or to the General Accounting Office, upon request, a true copy of any such document.

30. All airport accounts and records will be kept in accordance with a standard system of accounting if so prescribed by the Secretary.

31. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part 11, paragraphs 11a, 11b, and 11c, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

32. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

33. Unless the context otherwise requires, all terms used in these covenants, which are defined in the Act and the Regulations, shall have the meanings assigned to them therein.



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GREAT LAKES REGION

STANDARD DOT TITLE VI ASSURANCES

AIRPORT DEVELOPMENT-AID PROGRAM

The City of Chicago (hereinafter referred to as the "sponsor") HEREBY AGREES
(Name of Sponsor)

THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7(b)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to ADAP Project No. 6-17-0022-15.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(c) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with ADAP Project No. 6-17-0022-15 and, in adapted form in all proposals for negotiated agreements:

The City of Chicago, in accordance with Title VI of the Civil
(Name of Sponsor)

Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment I of this assurance in every contract subject to the Act and the Regulations.
4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to—
 - a. withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Attachment 1)

ATTACHMENT 2

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Chicago pursuant to the provisions of Assurance 6(a).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)
shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)
shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago
(Name of Sponsor)
and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by City of Chicago pursuant to the provisions of Assurance 6(b).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

PROJECT SUMMARY:NIPC PROJECT NUMBER: 80-054APPLICANT: Chicago Department of AviationSUBJECT: AIRPORT - construction and facilitiesCONTACT PERSON: James Schaw, Administrative Engineer - 121 North LaSalle Street - Chicago, Illinois80602 - (312) 744-4378FUNDING AGENCY: U. S. Department of Transportation (Federal Aviation Administration)FUNDING PROGRAM: Airport Development Aid ProgramDATE OF SUBMISSION TO NIPC: January 28, 1980TOTAL PROJECT COST: \$24,680,000DATE ACCEPTED FOR PROCESSING: February 9, 1980GRANT REQUESTED: \$17,175,000PROJECT LOCATION: Chicago (Cook County)

CONSIDERATION OF FOLLOWING PROJECT AT NIPC GOVERNMENTAL SERVICES
COMMITTEE MEETING OF March 26, 1980

IMPROVEMENTS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Proposed improvements include:

- Dredging of Lake O'Hare to facilitate required surface runoff to provide storage capacity for the airport terminal complex - \$2,150,000
- Construction of a 30" water main to existing City water supply to meet the increased potable water requirements and to assure the integrity of the source of water for the airport - \$1,150,000
- Design and reconstruction to the Zemke and Mannheim intersection and widening of a section of Old Mannheim Road adjacent to Parking Lot "D" to assure full four-lane usage and smoother flow of traffic at the north side of O'Hare Field - \$1,000,000
- Replacement of Runway and Taxiway Cable at various locations to increase the electric reliability of cables - \$2,000,000
- Combining of sectional replacement provided with the Phase II overlayment program for runway 14L - 32R to continue the structural integrity of the runway pavement - \$15,750,000
- Rehabilitation of the Interim International Terminal to facilitate passengers' convenience through the Federal Inspection Services (F.I.S.). Improvements will include relocation of existing, plus additional, baggage claim units, modification of F.I.S. facilities, additional T-DMPS units, and improvement of passenger circulation and space utilization in both explaining and unloading facilities - \$2,500,000

NOTIFICATION:THE FOLLOWING AGENCIES WERE NOTIFIED OF THIS PROJECT ON: February 29, 1980

AGENCY	COMMENTS RECEIVED	AGENCY	COMMENTS RECEIVED
Northwestern Indiana Regional Planning Commission	No Interest Significant	City of Les Plaines	
Chicago Department of Planning, City and Community Development	<i>File</i>	Village of Schiller Park	
Cook County Department of Planning and Development	<i>1-14 No Comm.</i>	Village of Bensenville	
Du Page County Regional Planning Commission	<i>File</i>	Du Page County Board Chairman	
Chicago Commission on Human Relations		Chicago Area Transportation Study	<i>File</i>
Village of Evanston		Northwest Municipal Conference	
Village of Franklin Park		Metropolitan Sanitary District of Greater Chicago	
Village of Hillside		Du Page Mayors and Managers Conference	
Village of Oak Grove Village		Cook County Council of Governments	
City of Park Ridge		Loydon-Wood Municipal League	

State Senatorial & Representative Districts: 5, 40

NIPC Local Service Offices:

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

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

Nays--None.

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

(Plates)

**Filing of Grant Application Authorized with Federal Aviation Administration
at Chicago Midway Airport (On-Airport Obstruction Removal).**

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

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

SECTION 1. That the Commissioner of Aviation on behalf of the Mayor and the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, an Application for Federal Assistance in Project No. 6-17-0025-06, said application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounts to 10% of total or approximately \$158,750.

SECTION 3. 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 Aviation any grant which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application attached to this ordinance printed
on pages 7589 to 7600 of this Journal.]

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

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

Nays--None.

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

(Plates)

**Agreement of Limited Agency Authorized between State of Illinois and City
of Chicago for Partial Runway Rehabilitation (14R-32L),
at Chicago-O'Hare International Airport.**

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

OMB Approval No. 20-RU213

FEDERAL ASSISTANCE				1. APPLICANT'S APPLICATION	2. NUMBER 6-17-1005-16	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF ACTION ☐ INFORMATION ☐ APPLICATION ☐ NOTIFICATION OF INTENT (OPI) ☐ REPORT OF FEDERAL ACTION				2. DATE Year month day 19 11 9 15		3. DATE Year month day 19 11 9 15	
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : City of Chicago b. Organization Unit : Dept. of Aviation c. Principal's Office : Room 1111 - City Hall d. City : Chicago e. State : Illinois f. Contact Person (Name) : Thomas Kapsalis g. Telephone No. :				5. FEDERAL EMPLOYER IDENTIFICATION NO. 36-600-5833			
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT Chicago Midway Airport - On-Airport Obstruction Removal				6. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Local D-District E-County F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter ☐			
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) Chicago, Cook, DuPage & Will, Illinois				11. ESTIMATED NUMBER OF PERSONS BENEFITING 6,000,000			
12. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter ☐				13. TYPE OF APPLICATION A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter ☐			
14. PROPOSED FUNDING a. FEDERAL \$1,405,500 b. APPLICANT \$0,250 c. STATE \$0,250 d. LOCAL \$0 e. OTHER \$0				15. TYPE OF CHANGE (For use of 14a) A-Increase Dollars B-Increase Months C-Increase Duration D-Increase Duration E-Other (Specify): Enter appropriate letter ☐			
16. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP Code) FAA, Chicago ADD, 2300 E. Devon Ave., Des Plaines, IL 60018				17. REMARKS ADDED ☐ Yes ☐ No			
18. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP Code) FAA, Chicago ADD, 2300 E. Devon Ave., Des Plaines, IL 60018				19. REMARKS ADDED ☐ Yes ☐ No			
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP Code) FAA, Chicago ADD, 2300 E. Devon Ave., Des Plaines, IL 60018				21. REMARKS ADDED ☐ Yes ☐ No			
22. THE APPLICANT CERTIFIES THAT: a. To the best of my knowledge and belief, data in this pre-application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances of the department is approved. b. If reported by GPO Circular 4005 this application was submitted in accordance with the instructions therein, to appropriate clearinghouses and all responses are attached.				23. SIGNATURE Thomas Kapsalis			
24. AGENCY NAME U				25. APPLICATION RECEIVED Year month day 19 11 9 15			
26. ORGANIZATIONAL UNIT U				27. ADMINISTRATIVE OFFICE U			
28. ADDRESS U				29. FEDERAL APPLICATION IDENTIFICATION U			
30. ACTION TAKEN ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. DEFERRED ☐ e. WITHDRAWN				31. FUNDING a. FEDERAL \$ b. APPLICANT \$ c. STATE \$ d. LOCAL \$ e. OTHER \$ f. TOTAL \$			
32. ACTION DATE Year month day 19 11 9 15				33. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) U			
34. STARTING DATE Year month day 19 11 9 15				35. ENDING DATE Year month day 19 11 9 15			
36. REMARKS ADDED ☐ Yes ☐ No				37. REMARKS ADDED ☐ Yes ☐ No			

CHICAGO MIDWAY AIRPORT
ON-AIRPORT OBSTRUCTION REMOVAL

REQUEST FOR AID COMPUTATIONS

1. ACQUISITION OF ARMY NATIONAL GUARD PROPERTY

144,000 S.F. @ 1.50/S.F.	=	\$ 216,000
	+5% ^{1/}	<u>11,000</u>
Subtotal		\$ 227,000

2. DEMOLITION

Army National Guard Facility

60,000 S.F. @ \$5.00/S.F.	=	\$ 300,000
	+25% ^{2/}	<u>75,000</u>
Subtotal		\$ 375,000

Sears Hanger

35,000 S.F. @ \$5.00/S.F.	=	\$ 175,000
	+25%	<u>44,000</u>
Subtotal		\$ 219,000

TK Aviation Hanger

14,000 S.F. @ \$5.00/S.F.	=	\$ 70,000
	+25%	<u>17,500</u>
Subtotal		\$ 87,500

International Terminal

6,400 S.F. @ \$5.00/S.F.	=	\$ 32,000
	+25%	<u>8,000</u>
Subtotal		\$ 40,000

^{1/} Legal fees, etc.

^{2/} Administrative, engineering and contingencies.

Esmark Hangar

36,000 S.F. @ \$5.00/S.F.	=	\$ 180,000
	+25%	<u>45,000</u>

Subtotal	\$ 225,000
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Domestic Terminal - Building E

22,500 S.F. @ \$5.00/S.F.	=	\$ 112,500
	+25%	<u>28,000</u>

Subtotal	\$ 140,500
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Total Demolition	\$1,087,000
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3. BLAST FENCE CONSTRUCTION

14F X 450 L.F. @ \$500/L.F.	=	\$ 225,000
	+25%	<u>56,000</u>

Subtotal	\$ 281,000
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Grand Total	<u><u>\$1,595,000</u></u>
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PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1
Does this assistance request require State, local, regional, or other planning approval? _____ Yes _____ No
Name of Governing Body _____
Priority Rating _____

Item 2
Does this assistance request require State, or local, regional, or other planning approval? _____ Yes _____ No (Attach Documentation)
Name of Agency or Board _____

Item 3
Does this assistance request require a hearing and review in accordance with CMA Title 14A-10? _____ Yes _____ No
Attach Comments _____

Item 4
Does this assistance request require State, local, regional, or other planning approval? _____ Yes _____ No
Name of Approving Agency _____
Date _____

Item 5
Is the proposed project within a comprehensive plan? _____ Yes _____ No
Check one: State _____
Local _____ Dept. of Aviation
Regional _____ Master Plan
Location of plan _____

Item 6
Is the assistance requested under a Federal installation? _____ Yes _____ No
Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 7
Is the assistance requested for on Federal land or installation? _____ Yes _____ No
Name of Federal Installation _____
Location of Federal Land _____
Percentage of Federal _____

Item 8
Will the assistance cause the displacement or relocation of individuals? _____ Yes _____ No
See instructions for additional information to be provided.

Item 9
Will the assistance requested cause the displacement of individuals, families, businesses, or farms? _____ Yes _____ No
Number of _____
Individuals _____
Families _____
Businesses _____
Farms _____

Item 10
Is there other related Federal assistance on this project, previous, pending, or anticipated? _____ Yes _____ No
See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0182

PART II - SECTION B

11. SITES AND IMPROVEMENTS: _____ Not required _____ Attached as exhibits Applicant intends to acquire the site through: _____ Easement _____ ☒ Leased or purchase _____ Other means (specify): _____
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: _____ ☒ Applicant _____ Agency or institution operating the facility _____ Other (specify): _____
13. INDICATE WHETHER APPLICANT OPERATOR HAS: _____ Fee simple title _____ Leasehold interest _____ ☒ Other (specify): _____ Has negotiated agreement to purchase. _____
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current estimated value of land \$ _____ d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE, SOIL, AND SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES _____ Not required _____ ☒ Being prepared _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %
20. TARGET DATES FOR: Bid Advertisement _____ 1982 _____ Contract Award _____ 1982 _____ Construction Completion _____ 1982 _____ Occupancy _____ N/A _____
21. DESCRIPTION OF FACILITY _____ Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in interpreting the project. Specifications - Attach copies of completed outline specifications. If drawings and/or specifications have not been fully completed, please attach copies of working drawings that have been completed.

NOTE: ITEMS IN THIS LIST ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-70203

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use - The Sponsor has taken the following action to assure compatible usage of land adjacent to or in the vicinity of the Airport:

State of Illinois, City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities - There are no facts or circumstances (including the existence of existing or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which, in reasonable probability, might make it impossible for the Sponsor to carry out and complete the project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability, or otherwise, except as follows:

N/A

4. Land - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Exhibit "A" is being prepared and will be submitted to the FAA.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

DAB NO. 64-P1100

PART II - SECTION C (Continued)

The Sponsor hereby certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

5. Exclusive Rights: There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**Detailed description of property interest in each area and list and identify for each all easements, encumbrances, and other interests of every kind and nature, including liens, encumbrances, leases, etc. The separate areas of land need only be identified here by area numbers shown on the property map.*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-00004

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 47

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or -	
1. Administration expenses	\$	\$	\$ 31,500
2. Preliminary expense			
3. Right-of-way, structures, right-of-way			216,000
4. Architectural engineering basic fees			65,500
5. Other architectural engineering fees			
6. Project inspection fees			67,500
7. Land development			
8. Relocation Expenses			
9. Government payments to individuals and businesses			
10. Construction contract			869,500
11. Construction contract improvement			100,000
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated financial benefits			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			100,000
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,595,000
20. Federal Share requested of Line 19			1,435,500
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			1,435,500
23. Grantee share			80,250
24. Other shares			80,250
25. Total project (Lines 22 & 24)	\$	\$	\$ 1,595,000

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 3150-0047

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
1.		
2.	\$	\$
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Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Guarantee Share	\$
a. Securities	
b. Mortgages	
c. Leases (or By Agreement)	\$0,000
d. Funds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain)	
h. TOTAL - Guarantee Share	
28. Other Shares	
a. State	\$0,000
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 160,500

SECTION E - REMARKS

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, conditions and requirements, including Office of Management and Budget Circular Nos. A-87, A-88, and A-102, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It is his/her authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all undertakings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of Executive Order 11206, relating to elimination of flood hazards, and Executive Order 11208, relating to the prevention, control, and abatement of water pollution.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
4. It will enter approval by the appropriate Federal agency of the final work plan, plans and specifications before the project is advertised or placed on the market for bidding; that it will construct the project or cause it to be constructed to meet construction standards set forth in the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract for the project or undertake other activities until the conditions of the construction grant program have been met.
5. It will provide and maintain competent and adequate architectural or engineering supervision and inspection at the construction site to insure that the construction work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" Number A117.1-1961, as amended (41 CFR 101.17-202). The applicant will be responsible for conducting inspections to assure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, the assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of Federal services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
15. It will comply with the provisions of the Hatch Act which limit the political activities of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 34-40204

SPONSOR ASSURANCES

17. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not less than twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against excessive rights. Any breach of these covenants on the part of the Sponsor may result in the suspension or termination of, or refusal to grant Federal assistance under, FAA administered programs or such other action which may be necessary to enforce the rights of the United States under this agreement.

18. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (and without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Provided That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport. And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

19. The Sponsor—

a. Will not grant or permit any exclusive right for-
feited by Section 805(a) of the Federal Aviation Act of 1958 and United States at the Airport, or at any other airport now owned or controlled by it.

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, civil training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right, and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Development Act.

20. The Sponsor agrees that it will operate the Airport for the greatest benefit of the public, on fair and reasonable

terms, and without unjust discrimination. In furtherance of the covenant (and without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

21. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

22. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes. Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor. In furtherance of this covenant the Sponsor will have in effect at all times arrangements for:

a. Operating the airport's aeronautical facilities when ever required.

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions and

c. Promptly notifying citizens of any condition affecting aeronautical use of the Airport.

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OMB NO. 34-8025-

22. Insofar as it is within its power and power 14, the Sponsor will, either by the acquisition and retention of easement or other interests in or rights for the use of land or airspace or by the acquisition and enforcement of zoning regulations, take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

23. Insofar as it is within its power and power 14, the Sponsor will keep up to date at all times an airport layout plan of the Airport showing (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all of its areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed non-airport uses and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

24. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all of its areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed non-airport uses and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

25. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft will be available to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of government aircraft each landing as a movement and each takeoff as a movement of government aircraft is 200 or more, or the gross cumulative weight of government aircraft using the Airport

the total number of government aircraft multiplied by gross certified weights of such aircraft is in excess of five million pounds.

26. Whenever as requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or above thereon, or rights in connection with the Sponsor or the FAA, as may be necessary or desirable for construction at Federal expense of space or facilities for such purposes. The topographic maps of such areas and the nature of the property interests and/or rights to be required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 6 months after receipt of written request from the FAA.

27. The airport operator or owner will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection.

28. The Sponsor will furnish the FAA with such annual, or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects, so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection and audit by the Secretary and the Comptroller General of the United States, or their duly authorized representatives, upon reasonable request. The Sponsor will furnish to the FAA or to the Comptroller General, upon request, a true copy of any such document.

29. All airport accounts and records will be kept in accordance with a statistical system of accounting if so prescribed by the Secretary.

30. If at any time it is determined by the FAA that there is any outstanding right or claim of right (a) in the Airport property, or (b) in those set forth in Part II, paragraph 17(a), (b), and (c), the existence of which creates an undue risk or interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

31. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency (a) authorized by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and the covenants.

32. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agreement of Limited Agency between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form;

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part

WITNESSETH:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Development Act of 1970 (Amended 1976); and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 6-17-0022-15 under the Airport and Airway Development Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 6-17-0022-15 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Tentative Allocation (or Allocation) in the sum of Seven Million Fifty Eight Thousand Four Hundred Twenty dollars (\$7,058,420.); and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 6-17-0022-15 pursuant to status; and

Whereas, the parties hereto by this agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 6-17-0022-15 and with reference to participation by the United States, and (b) to designate the parties to accept receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.

5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsive or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Nine Million Four Hundred Eleven Thousand Two Hundred Twenty Seven Dollars (\$9,411,227.); and

On the basis of Tentative Allocation issued by the Federal Aviation Administration, it is expected that a Grant Offer from the United States will be tendered in the approximate amount of Seven Million Fifty Eight Thousand Four Hundred Twenty Dollars (\$7,058,420.); and

Accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 6-17-0022-15 will be Two Million Three Hundred Fifty Two Thousand Eight Hundred Seven Dollars (\$2,352,807.); and

However, the Municipality specifically agrees that in any event it will pay on the project costs, any amount of which the total of actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project cost, as the same way, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitation.
9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.

12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted]

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

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

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

Nays--None.

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

**Lease Agreement Authorized with Sie's, Inc. for Vacant Property
at Nos. 521-525 S. Wells St. for Vehicle Parking.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Sie's Incorporated for approximately 5,300 square feet of vacant property at Nos. 521-525 South Wells Street, to be used for parking purposes; 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 7604 of this Journal]

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

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

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

Nays--None.

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

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

RIDER "A"

Rental Payment Provision

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

Nine Thousand Two Hundred and Seventy Five and no/100 (\$9,275.00) dollars for the period October 1, 1981 to September 30, 1982, said rent to be paid in equal monthly installments of \$772.92.

Nine Thousand Eight Hundred Five and no/100 (\$9,805.00) dollars for the period October 1, 1982 to September 30, 1983, said rent to be paid in equal monthly installments of \$817.08.

Ten Thousand Three Hundred Thirty Five and no/100 (\$10,335.00) dollars for the period October 1, 1983 to September 30, 1984, said rent to be paid in equal monthly installments of \$861.25.

Rent is payable in advance on the 1st day of each calendar month.

RIDER "B"

Lessee and Lessor Responsibilities

Lessee shall pay in addition to the rental for said premises, all general taxes, leasehold taxes and special assessments, if any, assessed against or levied upon said premises or upon lessee.

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

Lessee shall 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 lessor 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 lessor to receive a certificate of insurance for said renewal at least (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, 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 not construct any building or structures or make any improvements on said premises without receiving prior written consent of the lessor.

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

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

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

Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow any transfer hereof or any lien upon lessee's interest by operation of law; (c) sublet the premises or any interest thereof; (d) permit the use or occupation of the premises or any part thereof by anyone other than the lessee without, in each and every case obtaining the prior written approval of the lessor.

The lessor may enter upon premises to inspect the demised premises and maintain 27 inch sewer running across said property upon giving reasonable notice to the lessee. In the event of any emergency lessor shall not be required to give lessee notice prior to entering upon premises.

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

Lessor shall have the right, without obligation to inquire into validity thereof, at all times to pay taxes, assessments, water, rents or other charges herein agreed to be paid by lessee, which shall remain unpaid after becoming payable and pay to, and redeem said premises from sales, liens, charges, and claims arising therefrom, and the amount so paid by lessor, including responsible expenses, shall be so much additional rent due from lessee to lessor upon demand after such payments.

In every instance where it shall be necessary or desirable for the lessee to serve any notice or demand upon lessor, it shall be necessary to send written or printed copy thereof by United States Registered or Certified mail, postage prepaid, addressed to lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location or to lessee as follows: Sie's Incorporated, No. 412 S. Dearborn Street, Chicago, Illinois, 60605.

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

In the case of termination of this lease by lapse of time or under any provision contained herein, at the election of the lessor, and if lessee shall hold possession of the said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, lessee shall be deemed guilty of forcible detainer of said premises and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

In the case of termination of this lease by lapse of time or under any provisions contained herein, all additions, extensions, alterations and improvements to and upon the demised property whether made by lessor or lessee, shall be and remain the property of lessor without any obligation whatsoever upon lessor to pay or allow to lessee compensation or credit therefor, except as hereinafter expressly stated.

**Lease Agreement Authorized with Illinois Auto Parts Company, Inc.
for Vacant Property at Nos. 1818-1834 S. Federal St. and
Nos. 1823-1825 S. Clark St. for Storage.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease to Illinois Auto Parts Company, Incorporated, for approximately 20,145 square feet of vacant land located at Nos. 1818-1834 S. Federal Street and Nos. 1823-1835 S. Clark Street, said property being legally described as follows:

the southeast quarter (SE ¼) of Lot 4, Lot 5 (Except the Northeast quarter (NE ¼) and all Lots 6 and 7 in block 17, canal Trustee New Subdivision in the Southeast quarter (SE ¼), Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Said property to be used solely for the storage of wrecked and abandoned automobiles. Said 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 7608 of this Journal]

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

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

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

Nays--None.

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

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

RIDER "A"

Rental Payment Provisions.

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

One Thousand Five Hundred Ninety and no/100 dollars (\$1,590.00) quarterly for the period beginning on the 1st day of October, 1978 and ending on the 30th day of September, 1984.

Rent is payable in advance on the 1st day of October, January, April and July, to the Office of the City Comptroller, No. 121 N. La Salle Street, Room 501, Chicago, Illinois.

RIDER "B"

Lessor and Lessee Responsibilities

- FIFTH: Lessee shall pay in addition to the rental for said premises all leasehold taxes assessed against said premises or upon lessee during the term of this lease.
- SIXTH: Lessee shall comply at all times with the provisions of the municipal building code in the use of said premises.
- SEVENTH: Lessee shall 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 lessor to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, 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.

- EIGHTH: Lessee shall not construct any buildings or structures or make any improvements on said premises without receiving prior written consent of the lessor.
- NINTH: Lessee shall be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.
- TENTH: Lessee agrees to indemnify and hold lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from lessor by reason or on account of damage to the property of the lessor or injury to or death of any person, arising from lessee's use and occupancy of and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against lessor for any cause for which lessee is liable hereunder shall be conclusive against lessee as to liability and amount.
- ELEVENTH: Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by lessee, its employees, agents or servants. Lessee further agrees that the lessor shall not be liable, and lessee waives all claims for damage to property or injury to any person resulting from any act or omission of lessor, its agents, employees or servants.
- TWELFTH: Lessee shall use the demised premises solely for the storage of wrecked or abandoned automobiles and the other similar vehicles belonging to or used by the lessee in operation of and incident to lessee's business.
- THIRTEENTH: Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow transfer hereof or any lien upon lessee's interest by operation of law; (c) sublet the premises or any interest thereof; (d) permit the occupancy of the premises or any part thereof by anyone other than the lessee and the purposes other than specified in Section (12) of this Rider, without, in each and every case, obtaining the prior written approval of the lessor.
- FOURTEENTH: The lessor may enter onto premises to inspect the demised premises upon giving reasonable notice to the lessee. In the event of an emergency, lessor shall not be required to give the lessee notice prior to entering upon premises.
- FIFTEENTH: Either lessor or lessee shall have the right to terminate this lease upon ninety (90) days prior written notice to the other party at the address cited herein.
- SIXTEENTH: Lessor shall have the right without obligation to inquire into validity thereof, at all times to pay leasehold taxes, assessments, water rents or other charges herein agreed to be paid by lessee, which shall remain unpaid after becoming payable and pay to, and redeem said premises from sales, liens, charges, and claims arising therefrom, and the amount so paid by lessor, including reasonable expenses, shall be so much additional rent due from lessee to lessor upon demand after such payments.
- SEVENTEENTH: 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 Certified or Registered Mail, Postage Prepaid, addressed to lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.
- EIGHTEENTH: In the event of a breach of any of the covenants, terms and conditions this lease upon giving written notice by certified or registered mail to lessee at the address cited herein. Failure or neglect of lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

- NINETEENTH: In the case of termination of this lease by lapse of time or under any provision contained herein, at the election of the lessor, lessee will surrender said premises peaceably to lessor, and if lessee shall hold possession of said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, lessee shall be deemed guilty of forcible detainer of said premises and will be subject to eviction and removal, forcibly or otherwise, with or without process of law.
- TWENTIETH: In the case of termination of this lease by lapse of time or under provisions contained herein, all additions, extensions alterations and improvements to and upon the demised property, except for the fence around said premises, whether made by lessor or lessee, shall be and remain the property of lessor without obligation whatsoever upon lessor to pay or allow to lessee compensation or credit therefor, except as hereinafter expressly stated.
- TWENTY-FIRST: In the case of expiration of this lease or its termination under provisions contained herein, lessee shall remove the fence around said premises at lessee's expense and restore said premises in good condition, normal wear and tear accepted. Said fence shall be the sole property of lessee.

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

The Committee on Finance submitted five 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 the City Departments and Agencies.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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):

*Department of Health
No. 5522 S. LaSalle St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Catholic Bishop of Chicago, A Corporation Sole, for approximately 9,600 square feet of office space, and approximately 3,000 square feet of playground located at No. 5522 S. LaSalle Street, for use by the Department of Health, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7611 of this Journal]

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

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

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States 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 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 Four Hundred Fifty and no/100 (\$1,450.00) dollars per month for the period beginning on the 1st day of November 1981; and ending on the 31st day of October 1982;

One Thousand Five Hundred Seventy Five and no/100 dollars (\$1,575.00) dollars per month for the period beginning on the 1st day of November 1982 and ending on the 31st day of October, 1983;

One Thousand Seven Hundred Fifty and no/100 (\$1,750.00) dollars per month for the period beginning on the 1st day of November 1983 and ending on the 31st day of October 1984.

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

RIDER "C"

Lessor and Lessee Responsibilities

Lessor shall:

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

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

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

Provide and pay for electricity as metered on said premises.

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

Provide and pay for nightly custodial and janitorial services.

Maintain exterior (including tuckpointing when necessary) and interior of building including all mechanical components.

Provide and pay for plate glass insurance on the first (1st) floor of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks abutting the demised premises.

Provide and pay for semi-annual window washing.

Lessor is self-insured and agrees to indemnify and hold Lessee harmless against all liabilities, judgment, costs, damages and expenses which may accrue against, be charged to or recovered from Lessee in Lessee's use of the demised premises which are caused by the negligence of the Lessor with respect to the Lessor's maintenance and operation of said premises. Any final judgments rendered against the Lessee for any cause for which the Lessor is liable hereunder shall be conclusive against Lessor as to liability and amount.

Lessee shall:

Pay any and all leasehold or use taxes on said premises if levied.

Shall have the right to terminate this lease upon thirty (30) days prior to written notice.

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

Additional responsibilities:

In the event the Lessor fails to remove and/or correct any fire hazards, health hazards or violations of the Chicago Municipal Building Code, not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may immediately terminate this lease by providing the Lessor written notice by Certified or Registered Mail, at the address cited herein.

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, 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 such breach of any subsequent breach of any right created thereby.

—
*Department of Health
No. 11250 S. Halsted St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Mary Anne Mills, Sole Owner for approximately 4,100 square feet of office space and approximately 7,025 square feet of parking space at No. 11250 S. Halsted Street, to be used as a Mental Health Center, a/k/a/ (Roseland Community Center) by the Department of Health, such lease to be approved by the Commissioner of the Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7614 of this Journal]

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

Exhibit 1 and Riders "A", "B" and "C" attached hereto follow:

1. MAY 2 1960

This Agreement

...the

to have and to hold said premises unto the Invee in a term beginning on the 1st day of November, 1960, and ending on the 1st day of October, 1961, leaving him the right to terminate this lease on or before the 1st day of October, 1960, upon thirty (30) days prior written notice at the address cited herein.

[illegible]

Mary Ann Willis, 1902 Preston St., Rockford, Ill. 61102 was born [redacted] from time to time she may wish to be an authorized user of our New Rider "A" Automatic License and make a Part Payment.

LAWSON'S SERVICE INCORPORATED, 1700 N. WILSON ST., CHICAGO, ILL. 60642

Provisions for water for Attached Forest and Mill. A Water Project. The water project shall be constructed by the State of California and the water rights shall be sold against and revenues for all or part of the term of this lease shall be paid to the

Table 1. *Continued*

Licensee, during the term of the license shall keep in good condition, with no change of ownership, the material and equipment received from the Lessor. The Licensee shall be responsible to make needed repairs and maintain the equipment in good condition. In the event of the loss or destruction of the equipment, the Licensee is authorized to replace such equipment and to deduct the cost thereof from the amount of the license fee.

For Submission to: The Director, FBI

attached letters and Barbara Page letter.

[illegible][illegible][illegible][illegible]

(Signature form omitted)

Exhibit 1

LEGAL DESCRIPTION OF PARKING LOT

Lot 31 (except the north 30 feet thereof) all of Lot 32 and the north 10 feet of Lot 33 in Block 12 in 1st addition, to Sheldon Heights West a subdivision in the East 1/2 of the Northeast 1/4 of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States Certified or Registered Mail, Postage Prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing 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 Seven Hundred Thirty and no/100 dollars (\$1,730.00) per month for the period beginning on the 1st day of November, 1981 and ending on the 31st day of October, 1982;

One Thousand Eight Hundred Sixteen and 82/100 dollars (\$1,816.82) per month for the period beginning on the 1st day of November, 1982 and ending on the 31st day of October, 1983;

One Thousand Nine Hundred Seven and 66/100 dollars (\$1,907.66) per month for the period beginning on the 1st day of November, 1983 and ending on the 31st day of October, 1984.

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

RIDER "C"

Lessor and Lessee Responsibilities

Lessor during the term of this lease shall:

Replace all cracked and missing floor tiles within sixty (60) days after lease execution.

Replace four (4) broken glass panel interior partitions within sixty (60) days after lease execution.

Repair wall in men's washroom within thirty (30) days after lease execution.

Repair and resurface parking lot adjacent to building within sixty (60) days after lease execution and maintain same.

Comply with all applicable fire prevention provisions contained in City ordinances and/or State statutes.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain air-conditioning in good operable condition.

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

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

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

During the term of this lease 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 renewal date. Should any of the 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 real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Have the right to terminate lease upon thirty (30) days prior written notice to Lessor at the address cited herein.

Pay for plate glass insurance on said premises.

Provide and pay for custodial services.

Provide and pay for exterminator services.

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, 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 such breach or any subsequent breach of any right created thereby.

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards or violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after 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.

Lessor shall provide and pay for prompt removal of snow and ice from parking lot and sidewalks of said demised premises.

—
*Department of Health
No. 3403 W. Lawrence 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 Amalgamated Trust and Savings Bank, As Trustee, under Trust Number 3129, dated December 3, 1976, for approximately 4,300 square feet of office space on the second floor located at No. 3403 W. Lawrence Avenue, to be used as the North River Mental Health Center, for the Department of Health; such lease to be approved by the Commissioner of the Department of Health, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7617 of this Journal]

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

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

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send 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 the Lessee from time to time may appoint in writing 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:

Replace all cracked and missing floor tiles within thirty (30) days after lease execution.

Repair all window sashes within sixty (60) days after lease execution.

Replace all missing or damaged ceiling tiles within thirty (30) days after lease execution.

Plaster damaged partitions throughout premises within thirty (30) days after lease execution.

Replace all burnt out light bulbs and damaged light fixtures throughout premises within thirty (30) days after lease execution.

Repair water fountain within thirty (30) days after lease execution.

Check ceiling and roof for leaks and make necessary repairs.

Paint entire premises within sixty (60) days after lease execution.

Comply with all applicable fire prevention provisions contained in City ordinances and/or State statutes.

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 building, including all mechanical components.

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

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

During the term of this lease 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 lease thirty (30) days prior to 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 real estate taxes and other levies assessed against said improved real property within deadlines established by the respective governmental taxing bodies.

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

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Have the right to terminate lease upon sixty (60) days prior written notice to Lessor at the address cited herein.

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, 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 such breach or any subsequent breach of any right created thereby.

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

Department of Human Services.

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

SECTION 1: That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal lease from John Walker as beneficiary under Cosmopolitan National Bank of Chicago, Trust Number 21202 dated June 10, 1974 for approximately 2,808 square feet of office space located at No. 5900 W. Chicago Avenue for use by the Department of Human Services such lease to be approved by the Commissioner, Department of Human Services and to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 7619 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 Journal read as follows:

RIDER "A"

Notification Provision

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

Lease No. 25

City of Chicago

This Agreement, made this _____ day of _____

between **John Baker, As Administrator Under Administration National Bank of Chicago**
 Trust Agreement dated June 10, 1974, and **_____** as Lessee,
 the City of Chicago, a Municipal Corporation in Illinois.

Witnesseth: That the Lessee, **_____** hereby leases to the Lessor the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 2,600 square feet of Office
 Space located on the 1st floor at 500 West Chicago Avenue to be used by the
 Department of Public Services.

To have and to hold and to convey with the lease for a term of _____ day of September
 1981 and ending on the _____ day of September, 1981. A. D. 1981. The Lessor has the right to
 terminate this lease _____ days prior written notice.

_____ from Lessee to Lessor under or in regard to this lease may be stored by making a copy thereof to the Lessor. At
 _____, 1015 W. 40th St., Chicago, Ill. 60643. _____ from time
 to time may amend. For Lessee's Notification Provisions See Rider "A" Attached
 hereto and Made a Part Hereof.
 _____ for Rental Payment
 _____ Attached hereto and Made a Part Hereof.
 _____ Attachments for water tax
 and against said premises for all or part of the term of this lease shall be paid by the _____ Lessor.

Lessee shall at all times comply with all provisions
 of Chicago's Municipal Sanitary Code.

Lessee during the entire term of this lease shall keep in a condition of thorough repair and good order all _____
 and _____ premises and improvements including catch basins, sewers and sidewalks. If the Lessee _____
 fails to repair or make needed repairs within ten days after written notice thereof sent by the Lessor, the Lessor is author-
 ized to make such repairs and in doing so the cost thereof from credits accruing under this lease.

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

Lessee shall keep during this lease all _____ premises and any _____ without the written consent of the Lessor.
 and upon the termination of this lease shall return to the Lessor _____ in as good condition as at the
 beginning of the term of this lease, less the fair wear and tear, and shall deliver up to the Lessor _____ excepted
 Lessee shall keep _____ premises and improvements in good repair and good order and shall pay for all _____
 and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and
 shall deliver up to the Lessor _____ and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and
 shall deliver up to the Lessor _____ and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and

Lessee shall have the right to make such alterations, additions and improvements to said premises as it shall deem nec-
 essary, provided that such alterations and improvements shall be made during the term of this lease or prior hereon, shall be
 approved in writing by the Lessor, and shall be removed at the expiration of this lease or at such other time as the Lessor may determine, or remove prior
 to the termination of this lease.

In case said premises shall be required, detachable by _____ of which the Lessor is the election may leave on said premises, or remove prior
 to the termination of this lease, and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and
 shall deliver up to the Lessor _____ and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and
 shall deliver up to the Lessor _____ and shall be bound to keep the same in good repair and good order during the term of this lease and upon termination of this lease, and

(Signature forms omitted)

RIDER "B"

Rental Payment Provisions

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

Nine Hundred Twelve and no/100 dollars (\$912.00) per month for the period beginning on the 1st day of September, 1981 and ending on the 31st day of August, 1982;

Nine Hundred Forty and no/100 dollars (\$940.00) per month for the period beginning on the 1st day of September, 1982 and ending on the 31st day of August, 1983;

Nine Hundred Seventy and no/100 dollars (\$970.00) per month for the period beginning on the 1st day of September, 1983 and ending on the 31st day of August, 1984.

Rent is payable 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:

Replace or repair defective electrical wall outlets prior to execution of lease.

Replace broken toilet seats in mens and womens washrooms prior to execution of lease.

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 the same in good operable condition.

Provide and pay for janitorial service.

Maintain interior and exterior of building, including 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 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:

Pay electricity as metered.

Provide and pay for custodial services.

Additional Clauses to be included in Lease:

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, 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 such breach or any subsequent breach 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 hazards not caused by the acts of negligence of Lessee, and the failure continues thirty (30) days after Lessee notifies the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental due under this lease or, immediately terminate this lease by providing the Lessor written notice by Certified Mail at the address cited herein.

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

—
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, and the Department of Water, a renewal of lease as amended from the Baltimore and Ohio Chicago Terminal Railroad Company, for use of land at 75th Street and S. Oakley Avenue, as shown on plan numbered 4K-344a, attached hereto, for the purpose of driveway, and parking; 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 pages 7623 to 7625 of this Journal]

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

—
**Authority Granted for Acquisition of Property Necessary for
Addition to the West Town Neighborhood Health Center.**

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

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

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

Nays--None.

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

This Agreement, made this 1st day of January, 19 72,

between THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY

whose address is Baltimore, Maryland 21201, Lessor,

and CITY OF CHICAGO, ILLINOIS, by THE DEPARTMENT OF WATER

whose address is Chicago, Illinois, Lessee:

PREMISES *Witnesseth:* That in consideration of covenants herein specified and the hereinafter mentioned rental to be paid by Lessee, Lessor does hereby lease unto Lessee certain land and easement at Chicago, Illinois hereinafter called "the premises," as shown on plan numbered 4K-344a attached hereto and hereby made a part hereof, described as follows:

DESCRIPTION Being two (2) parcels of land on east side of Western Avenue, as indicated in red, green, and yellow on said print, V. S. 137.1 (SL-3g), ~~together with Lessor's track on the latter parcel,~~ and covers same premises previously utilized by Lessee under agreement dated January 1, 1969, which has expired.

It is agreed between the parties hereto:

USE 1. Lessee shall use and occupy the premises solely for the purpose of driveway, parking trucks - city-owned or leased, and short-term mixed cars and for no other purpose.

RENT 2. Lessee will pay to Lessor as rental for the premises the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ; 1,500.00

per annum, payable annually on January 1 from the date hereof, and reimburse Lessor, as additional rental, for all taxes and assessments / charges for water, sewer, electricity and heat levied against the premises within one month after presentation of bills therefor. The payment hereunder by Lessee of any sum or sums in advance shall not be held to create an irrevocable lease for period for which the same is paid. Upon termination of this lease as hereinafter provided, Lessee will accept a prorata refund of such rental and of any land taxes paid by it in advance in full settlement, satisfaction and discharge of the remainder of the term or period provided, however, Lessee shall not be entitled to such refund when the amount involved is less than Fifty Dollars (\$50.00).

DISTRIBUTE FOR RENT DUE 3. Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of Lessee situated on the premises as security for the payment of rent herein reserved.

PL-158

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PREFACE

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TERMINATION

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 such breach or any subsequent breach or of any right created hereby.

LIABILITY

14. Lessee hereby assumes, and releases and agrees to protect, save harmless, defend and indemnify Lessor from and against (1) all loss of and damage to any property whatsoever, other than said property of Lessee, but including property of Lessor and of all other persons whatsoever and the loss of or interference with any use or service thereof; (2) all loss and damage on account of injury to or death of any person whatsoever, including but not limited to employees, a contingent of the parties hereto and all other persons whatsoever; and (3) all claims and liability for such loss and damage and injury and expenses thereof, caused by, arising out of or resulting in any manner from the negligent existence, use or occupancy of the premises when not solely caused by arising out of or resulting in any manner from the fault, failure or negligence of Lessee.

LIABILITY

THE
FIRE

15. Notwithstanding anything to the contrary in this lease, the use of the premises involves risk of loss and damage by fire. Lessee hereby assumes all risk of loss and damage by fire to Lessee's property and agrees to protect, save harmless and indemnify Lessor from and against all third parties claiming by reason of any loss of or damage to property of others now situated or which may hereafter be placed upon the premises.

CONDEMNATION

16. Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this lease, at the option of Lessee, shall terminate upon the date when the premises or any part thereof shall be taken. No part of any damages or award shall belong to Lessee, except to the extent of any specific award for improvements and/or facilities of Lessee. Improvements and/or facilities of Lessee not condemned, appropriated and/or required as aforementioned shall be removed in accordance with Section 12 hereof.

SUCCESSORS

(AND)
ASSIGNS

17. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Lessee and the heirs, personal representatives, executors and assigns of Lessor. Provided, however, Lessee shall not assign, sublease or sublet this lease or any part of the premises or any rights and privileges herein granted without written consent of Lessor. This consent shall also apply to any assignment for the benefit of creditors and to any unauthorized sale or transfer of this lease, or of any rights and privileges hereunder, whether made by Lessee or in any proceeding whether at law or in equity, or otherwise, to which Lessee may be a party, whether any of the rights, duties and obligations of Lessee shall or may be transferred, assumed, assigned or in any manner altered without the consent of Lessor first had and obtained in the manner hereinabove provided. It being expressly understood and agreed that, in the event of any such assignment for the benefit of creditors or unauthorized sale or transfer of this lease, or any of the rights and privileges hereunder or in the event a petition in bankruptcy shall be filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Lessee shall be appointed, in any such proceeding brought by or against Lessee, then and in each and every such event Lessee may, at its option, terminate this lease immediately by giving Lessee or any such assignee for the benefit of creditors, trustee in bankruptcy or receiver written notice of such termination and Lessee may re-enter upon and take possession of the premises.

LESSOR

18. The term "Lessor" as used in Sections 14 and 15 hereof shall include any other company or companies whose property at the above location may be leased or operated by Lessor. Said term also shall include any parent company or companies, subsidiaries, agents or members of Lessor other than Lessee.

19. Lessor reserves, for itself and others authorized by Lessor, right to use the area colored red on said print for driveway purposes.

20. Lessee's use of said truck shall not be exclusive. Lessee shall have right, at any time in the future, to ~~use the said area for any use, to come, stand or use truck when Lessor finds it necessary to do so in connection with its operations.~~

21. It is understood and agreed that Lessee, at its cost and expense, shall procure and, during the continuance of this agreement, maintain in effect a liability policy of insurance acceptable to Lessor in amounts for injury to or death of one person not less than \$250,000.00 and not less than \$500,000.00 for injury to or death of two or more persons each accident, and for damage to property not less than \$250,000.00 each accident. The policy shall name Lessor as an additional insured with respect to the premiums described in this agreement. Lessor's Director of Corporate Insurance at Cleveland, Ohio, shall be furnished with a Certificate of Insurance or a certified copy of the policy which shall contain an endorsement to provide for thirty (30) days' written notice to said Director prior to termination of the policy. The furnishing of said insurance shall not be deemed a limitation on the part of Lessee as provided in this agreement but shall be additional security therefor.

22. Unless sooner terminated as provided herein, this lease shall expire on December 31, 1973.

(Signature forms omitted)

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Health, the following described property for an addition to the West Town Neighborhood Health Center, payment for the property to be made from appropriation made under account number 650-0375-149.

Parcel 1

Lot 33 in Block 8 of Winslow and Jacobson's Subdivision of the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section One (1), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 1223 N. Artesian Avenue, Chicago, Illinois.

Parcel 2

Lot 32 in Block 8 of Winslow and Jacobson's Subdivision of the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section One (1), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 1219 N. Artesian Avenue, Chicago, Illinois.

Parcel 3

Lot 33 and 31 in Block 8 of Winslow and Jacobson's Subdivision of the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section One (1), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 1215-17 N. Artesian Avenue, Chicago, Illinois.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to initiate and conduct to completion, negotiations for the acquisition of the necessary parcels of real property described in Section 1 of this ordinance.

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

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

**Acceptance of Bid Authorized for Purchase of City-Owned
Vacant Property at No. 1246 W. Randolph St.**

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

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

SECTION 1. The City of Chicago hereby accepts the bid of Ingeborg Lawrence and Helen Venter, No. 1246 W. Randolph Street, Chicago, Illinois to purchase for the sum of \$40,000.00, the City-owned property, previously advertised pursuant to Council authority passed December 1, 1980, page 4372 described as follows:

Lot 1 and 2 (except that part taken for widening of Randolph Street) in Goodwillie's Subdivision of Lots 17 and 21 in Block 1 in Magie and High's addition to Chicago in the Southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1246 West Randolph Street, Permanent Tax No. 17-08-326-015).

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

SECTION 2. In addition to the payment of the purchase price of \$40,000.00, the above cited successful bidders shall pay to the City of Chicago at the time of closing, rent for the use and occupation of said property from January 1, 1980 to and through the date of closing at an annual rate of \$4,750.00, with said rental rate being prorated for 1981.

SECTION 3. The sale of this property is to be subject to a restrictive covenant which shall be contained in the quitclaim deed. Said restrictive covenant shall require the purchasers within six months of conveyance of said quitclaim deed to either bring the improvements on said property into full compliance of the Municipal Building Code or have such improvements demolished. Failure to comply with said restrictive covenant will result in title to this property reverting back to the City.

SECTION 4. 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 5. The City Clerk is authorized to deliver the deposit check of \$4,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 6. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 7. 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, 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. 2262 N. Greenview 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 25.7 feet of Lot 1 in Block 1 in Subdivision by the North Branch Distilling Company of the West half of Block 15 and Subdivision of Block 5 of the East half of said Block 15 in Sheffield's Addition to Chicago Sections 29, 31, 32 and 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 2262 North Greenview Avenue Permanent Tax No. 14-32-101-041).

Subject to 1978 taxes.

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

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. 506 S. Oakley Blvd.

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 20 feet of Lot 42 in Sub Block 1 in Subdivision of Lots 1 to 12 inclusive of Block 12 in Rockwells Addition to Chicago in Northeast quarter of the West half of the Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 506 S. Oakley Boulevard, Permanent Tax No. 17-18-128-037).

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.

**Amendment to Ordinance Authorizing Increase in Allocation of
MFT Funds for Maintenance, Repair and Painting of
Existing Bridges and Viaducts during 1981.**

The Committee on Finance submitted a report recommending that the City Council pass an ordinance to amend an ordinance passed July 30, 1981, page 6769 of the Journal of Proceedings authorizing an allocation of \$4,100,000 from the City's share of Motor Fuel Tax Funds for the maintenance, repair and painting of existing bridges and viaducts during 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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:

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

SECTION 1. That the Ordinance of July 30, 1981, page 6769 of the Journal of Proceedings be amended by deleting therefrom Section 1 as shown and substituting therein the following:

"SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate \$5,100,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting and electronic visual aids, located in the City of Chicago, for the period beginning January 1, 1981 and ending December 31, 1981, and said sum to be kept in an account separate from the Motor Fuel Tax Fund accounts and to be divided into five classes as follows:

A. For repairs of an emergency nature and miscellaneous repairs	\$ 1,032,227
B. For minor repairs and preventive maintenance, movable bridges	\$ 1,559,654
C. For minor repairs of fixed bridges	\$ 173,619
D. For major repairs	\$ 1,671,500
E. For the preparation of studies, designs plans and estimates for the repair of existing bridges, viaducts and appurtenances related thereto."	\$ 663,000

SECTION 2. The Commissioner of Public Works is authorized to expend from said funds the amounts necessary for each portion as set forth in Section 1 above and the City Comptroller shall set up a separate account for each portion.

The Commissioner of Public Works shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount set forth in each portion and the City Comptroller shall not authorize the payment of any vouchers in excess of said amounts without in each case having had the prior approval of the City Council. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Bureau of Engineering and incidental costs, including the employment of testing engineers, and for the payment of other expenses in connection with said purposes, and to cause said work to be done by the Bureau of Engineering, accompanied by plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

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.

If it should become necessary for the prosecution of the foregoing work, to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire alarm and traffic-control systems of the City, the appropriate City Department shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in the Ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this Ordinance.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by Ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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 Public Works.

SECTION 6. 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 7. This ordinance shall be in force from and after 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 October 6, 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>
ABC Youth Center/Chicago Youth Centers, No. 3415 W. 13th Place	P1-108165 (Fuel Burn. Equip.)	\$ 30.00
Austin Lutheran Church No. 1500 N. Mason Avenue	P1-104216 (Fuel Burn. Equip.)	20.00
The Catholic Charities (Sundry Locations)	B1-113020 (Bldg. Insp.)	46.00
	P1-107904 (Fuel Burn. Equip.)	190.00

October 22, 1981

REPORTS OF COMMITTEES

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Frank Cuneo Hospital (Sundry Locations)	A1-107918 (Elev.)	80.00
	A1-107928 (Elev.)	92.00
	P1-108039 (Fuel Burn. Equip.)	205.00
Daughters of St. Paul 172 N. Michigan Avenue	B1-115791 (Bldg. Insp.)	23.00
	C2-140013 (Refrg. Insp.)	48.00
Edgewater Hospital No. 5700 N. Ashland Avenue	A1-108670 (Elev.)	460.00
	B1-006338 (Bldg. Insp.)	57.50
Immaculate Conception Church No. 1431 N. North Park Avenue	A1-102455 (Elev.)	23.00
Japanese American Service Committee, No. 4427 N. Clark Street	A1-109030 (Elev.)	23.00
K.A.M. Isaiah Israel Congregation, No. 1100 E. Hyde Park Boulevard	P1-016636 (Fuel Burn. Equip.)	70.00
LaRabida Children's Hospital and Research Center, No. 6501 S. Promontory Drive	F4-118915 (Mech. Vent.)	27.50
Maria High School No. 6727 S. California Avenue	A1-107776 (Elev.)	46.00
	A1-107822 (Elev.)	12.00
Misericordia Home No. 2906 W. 47th Street	F4-116172 (Mech. Vent.)	30.00
North Park College and Theological Seminary, No. 5125 N. Spaulding Avenue	B1-114873 (Bldg. Insp.)	57.50
Northwest Home for the Aged No. 6300 N. California Avenue	A1-108943 (Elev.)	46.00

Northwestern University (Sundry Locations.)	B1-112740 (Bldg. Insp.)	80.50
	B1-113848 (Bldg. Insp.)	126.50
	P1-106802 (Fuel Burn. Equip.)	170.00
Northwestern Memorial Hospital (Sundry Locations)	F4-119000 (Mech. Vent.)	15.00
	F4-119002 (Mech. Vent.)	292.50
	F4-119003 (Mech. Vent.)	392.50
	F4-119683 (Mech. Vent.)	10.00
Norwood Park Home No. 6016 N. Nina Avenue	C2-139835 (Refrg. Insp.)	128.00
Roseland/Altgeld Community Youth Center, No. 461 E. 111th Street	C2-138855 (Refrg. Insp.)	18.00
St. Ailbe Parish No. 9015 S. Harper Avenue	C2-138976 (Refrg. Insp.)	36.00
St. James Lutheran Church of Chicago, No. 7400 W. Foster Avenue	P1-107595 (Fuel Burn. Equip.)	40.00
St. John Church No. 4555 S. Kedzie Avenue	P1-107790 (Fuel Burn. Equip.)	40.00
St. Joseph Hospital No. 2900 N. Lake Shore Drive	P1-108579 (Fuel Burn. Equip.)	215.00
St. Tarcissus Church No. 6020 W. Ardmore Avenue	C2-139729 (Refrg. Insp.)	54.00
Twenty-Second Church of Christ, Scientist, No. 5821 N. Nagle Avenue	C2-139609 (Refrg. Insp.)	24.00
University of Chicago (Sundry Locations)	B1-115483 (Bldg. Insp.)	46.00

The following are (Refrg. Insp.):

C2-136925	96.00
C2-136931	540.00
C2-136928	96.00
C2-137471	30.00
C2-136908	115.00
C2-137387	24.00
C2-137386	12.00
C2-137385	12.00
C2-137384	36.00
C2-137383	46.00
C2-137382	18.00
C2-137381	31.00
C2-137361	36.00
C2-137474	85.00
C2-137476	36.00
C2-137478	66.00
C2-137378	6.00
C2-137389	6.00
C2-137388	58.00
C2-137266	78.00
C2-137377	12.00
C2-137376	48.00
C2-137375	127.00
C2-137374	102.00
C2-137373	23.00
C2-137372	35.00
C2-137371	49.00
C2-137370	216.00
C2-137369	24.00
C2-137368	108.00
C2-137367	12.00
C2-137450	24.00
C2-137449	6.00
C2-137448	52.00
C2-137445	18.00
C2-137391	96.00
C2-137390	120.00
C2-137462	54.00
C2-137460	286.00
C2-137454	73.00
C2-137453	64.00
C2-137465	55.00
C2-137466	66.00
C2-137366	224.00
C2-137365	30.00
C2-137364	72.00
C2-137363	23.00
C2-137452	35.00

	C2-137451	66.00
	C2-137360	24.00
	C2-137348	72.00
	C2-137472	108.00
	C2-137347	48.00
	C2-137356	18.00
	C2-137271	54.00
	C2-137270	72.00
	C2-137269	6.00
	C2-137268	97.00
	C2-137267	12.00
	C2-137467	42.00
	C2-137018	12.00
	C2-136929	167.00
	C2-136930	216.00
	C2-137610	24.00
	C2-137607	23.00
	C2-137606	12.00
	C2-137603	131.00
	C2-137264	64.00
	C2-137263	112.00
	C2-137597	23.00
	C2-137596	41.00
	C2-137260	23.00
	C2-137609	23.00
	C2-137608	6.00
	C2-137262	24.00
	C2-137261	12.00
	C2-137265	29.00
	F4-118560	292.50
	(Mech. Vent.)	
	F4-118569	10.00
	(Mech. Vent.)	
University Memorial Hospital	A1-107287	334.00
(Sundry Locations)	(Elev.)	
	A1-107358	436.00
	(Elev.)	
	A1-107413	314.00
	(Elev.)	

	A1-107442 (Elev.)	100.00
Louis A. Weiss Memorial Hospital No. 4646 N. Marine Drive	A1-106495 (Elev.)	46.00

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, 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 (October 6, 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 said proposed ordinances.

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

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

Nays--None.

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

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

FREE PERMITS.

Bethany Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethany Hospital for the construction of a new hospital building and for the use of water in conjunction therewith on the premises known as No. 3435 W. Van Buren Street.

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

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

First Christian Church of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the First Christian Church of Chicago for electrical installations and repairs, to the roof on the premises known as No. 3600 W. 79th 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.

Union Hill Baptist 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 Union Hill Baptist Church for construction of a new church facility, on the premises known as No. 4235 W. Harrison Street.

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

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

LICENSE FEE EXEMPTIONS.

Home.

Bohemian Home for the Aged

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 Bohemian Home for the Aged No. 5061 N. Pulaski Road, is hereby exempted from payment of the annual license fee provided therefore in Section 136.4, for the year 1981.

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

Hospitals.

Booth Memorial Hospital (The Salvation Army.)

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:

Booth Memorial Hospital (The Salvation Army)
No. 5040 N. Pulaski Road.

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

**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 to grant authority to lay water mains at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, 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:

S. Hermitage Avenue from W. Flournoy to W. Harrison Streets - Installation of 430 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$50,662.82, chargeable to Account No. Deposit No. 480, Revolving Fund and Betterment.

The above work to be done under Order No. 37254.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Washington Boulevard from N. Washtenaw to N. Homan Avenues -Installation of 4875 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$472,671.88, chargeable to Account No. 200-8285-7930.557 - Betterment.

The above work to be done under Order No. 37253.

**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 made by Alderman Frost said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, 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 City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Alexander Abrasevic, 001245, District 13; injured May 19, 1981	\$ 171.00
Paul Alberti, 005382, District 16; injured May 19, 1981	180.00
Emmitt Alston, 009356, District 3; injured December 10, 1978	129.00
Talmay Anderson, 013405, District 8; injured April 2, 1981	89.00
Thomas Anderson, Jr. 013400, District 2; injured April 16, 1981	83.25
Lawrence Barnes, 027898, District 12 injured April 25, 1981	32.50
Aloysius Bartosik, 031734, District 4; injured April 15, 1981	76.75
Paul Bertucci, 045796, District 2; injured April 20, 1981	60.00
Edwin Bosse, 062982, District 13; injured April 10, 1981	236.00
Frederick Branch, 068732, District 1; injured October 21, 1980	104.00
Elizabeth Brinkman, 074380, District 23; injured April 19, 1981	108.62
James Brown, 079442, District 20; injured April 16, 1981	43.65
James B. Brown, 079417, Recruit Training; injured April 6, 1981	108.00
William Brown, 081250, District 1; injured April 5, 1981	166.25
John J. Burke, 088969, District 2; injured April 27, 1981	145.00

William Burke, 089950, Mass Training Unit; injured April 22, 1981	72.00
Pamela Burmistrz, 090278, District 4; injured April 24, 1981	70.00
Robert Byrne, 095979, District 1; injured April 13, 1981	132.00
Edward Cagney, 097350, District 18; injured April 30, 1981	648.90
David Caldbeck, 098533, District 18; injured April 20, 1981	103.50
John Carey, 105980, District 20; injured April 23, 1981	89.00
Charles Cerese, 117829, District 16; injured April 15, 1981	175.00
Densey Cole, 133323, District 7; injured April 17, 1981	45.00
Major Coleman, 134184, Recruit Training, injured April 25, 1981	81.90
Earl Collins, 135585, District 12; injured January 20, 1979	116.00
Robert W. Cooper, 146442, District 20; injured March 29, 1981	206.00
Donald Crivokapich, 156404, District 5; injured May 19, 1981	6,068.81
Hosea Crossley, 157690, District 2; injured April 17, 1981	105.00
Thomas Cushman, 123522, District 21; injured April 22, 1981	404.50
Charles Daley, 167958, District 18; injured April 23, 1981	146.50
Theodore Daniels, 170135, District 3; injured April 23, 1981	100.00
Henry A. Danker, 170419, District 14; injured April 9, 1981	205.00
Phillip Dant, 170588, District 16; injured April 28, 1981	70.00
Jon Dawson, 175162, District 20; injured April 26, 1981	258.50
Renee DeCoudreaux, 180771, District 5; injured April 14, 1981	140.00
Robert Dickson, 189700, District 14; injured April 25, 1981	47.00
William Disselhorst, 192163, Area No. 5; injured April 3, 1981	57.00
Daniel Dixon, 192627, District 6; injured April 11, 1981	87.00

Thomas Dolan, 195030, Youth Division; injured April 22, 1981	190.60
Giachino Donatello, 196592, Enforcement Section; injured April 10, 1981	130.00
Margaret Dosch, 200915, District 9; injured April 14, 1981	93.00
James Durkin, 212963, District 21; injured March 24, 1981	195.00
Robert Fromel, 261821, District 18; injured March 23, 1981	99.00
Edward Galowitch, 267615, District 15; injured January 31, 1981	124.50
Charles Henson, 339979, District 7; injured April 9, 1981	2,475.60
Ronald Johnson, 386798, District 7; injured June 30, 1980	41.50
Thomas Joyce, 393714, District 18; injured January 16, 1981	76.00
William Koronkiewicz, 432630, Electronics Maintenance Division; injured March 25, 1981	13.00
James Lilly, 468749, District 6; injured July 19, 1980	211.50
Virgil E. Lowell, 479274, Criminalistic Division injured March 21, 1981	4,840.77
William Egan, 219397, District 8; injured April 23, 1981	212.00
Michael Emmett, 222821, District 10; injured April 28, 1981	65.00
Joseph Fivelson, 244869, District 20; injured April 22, 1981	46.90
Michael Fleming, 247586, Area No. 5; injured April 17, 1981	393.00
Richard French, 259923, District 16; injured April 14, 1981	63.70
John E. Furmanek, 263408, District 9; injured April 29, 1981	80.00
Thomas Gaynor, 274434, District 8; injured April 1, 1981	87.00
Fred Glass, 284758, District 14; injured April 12, 1981	1,652.25
Waymon Griffin, 304462, Special Operations Group; injured April 10, 1981	283.75
Louise M. Gore, 292721, District 11; injured April 14, 1981	15.00
Geraldine Perry, 641689, Violent Crimes; injured March 25, 1981	38.00

Thomas Pomorski, 655600, District 5; injured April 27, 1981	166.00
Joseph Shields, 745890, District 24; injured August 21, 1980	2,682.00
Anthony Smeraglia, 756600, District 24; injured February 2, 1981	46.00
Terry Steele, 777090, District 7; injured April 7, 1981	5,505.25
Roy C. Swanson, 793132, Training Division; injured April 8, 1981	5,226.45
James Zwit, 895326, Youth Division; injured September 26, 1980	200.00
Gary Aye, Fire Fighter, Engine Company 82; injured June 15, 1981	330.00
Bruce Bell, Fire Fighter, Engine Company 45; injured February 10, 1981	415.50
Bruce Bottger, Fire Fighter, Engine Company 65; injured July 22, 1981	60.00
Robert Bush, Lieutenant, Truck 11; injured May 9, 1981	1,024.25
David Cales, Fire Fighter, Engine Company 8; injured December 11, 1980	57.00
Peter Casey, Fire Fighter, Engine Company 10; injured June 21, 1981	108.75
Charles Coffey, Fire Fighter, Engine Company 19; injured June 19, 1981	116.00
Jerome P. Craven, Fire Fighter, Engine Company 122; injured May 26, 1981	324.00
Edward Currier, Paramedic, Ambulance 6; injured October 31, 1980	76.00
Thomas Durnell, Fire Fighter, Truck 61; injured July 11, 1981	51.70
Bruce Faber, Fire Fighter, Engine Company 22; injured May 21, 1981	1,723.75
Robert Ferro, Fire Fighter, Squad 1; injured April 21, 1981	106.10
Larry Flynn, Fire Fighter, Squad 3; injured May 19, 1981	120.00
Michael Fox, Fire Fighter, Squad 4; injured May 6, 1981	135.00

John Golen, Fire Fighter, Hook and Ladder 1; injured February 12, 1981	59.15
Willie Greer, Fire Fighter, Truck 7; injured December 19, 1980	185.00
John P. Hobert, Lieutenant, Engine Company 88; injured July 22, 1981	94.40
Martin Holland, Fire Fighter, Engine Company 60; injured June 1, 1981	275.50
John J. Howard, Fire Fighter, Engine Company 120; injured May 1, 1981	80.00
Ruben Howard, Fire Fighter, Truck 37; injured June 1, 1980	135.00
Isaac Jackson, Fire Fighter, Engine Company 126; injured May 30, 1981	56.00
Herbert Johnson, Fire Fighter, Engine Company 117; injured July 19, 1981	124.90
Patrick Kelly, Fire Fighter, Hook and Ladder 35; injured June 11, 1981	81.55
Diane Koch, Paramedic, Ambulance 19; injured June 28, 1981	191.58
Tedd J. Korbos, Captain, Engine Company 28; injured November 28, 1980	57.55
Richard Kwasny, Fire Fighter, Engine Company 18; injured March 5, 1981	75.00
Terry Lauesen, Fire Fighter, Truck 48; injured November 27, 1980	58.50
Damian Bodnar, Fire Fighter, Hook and Ladder 26; injured November 14, 1980	44.40
James Butler, Fire Fighter, Engine Company 47; injured January 30, 1981	274.50
Terrence J. Collins, Lieutenant, Engine Company 101; injured June 1, 1981	12.00
James Conley, Engineer, Engine Company 46; injured March 11, 1981	395.00
Thomas Conway, Paramedic in Charge, Ambulance 19; injured April 29, 1981	183.00
Gerald Cunningham, Fire Fighter, Engine Company 101; injured June 24, 1981	103.00
Peter N. Diorio, Lieutenant, Engine Company 28; injured July 13, 1981	210.80
Peter N. Diorio, Lieutenant, Engine Company 28; injured July 31, 1981	50.00
John Edwards, Fire Fighter, Squad 2; injured May 11, 1981	201.02
David Eurich, Lieutenant, Fire Academy; injured February 16, 1980	61.60
James Farrell, Fire Fighter, Hook and Ladder 52; injured April 15, 1981	25.00
John Farrell, Fire Fighter, Truck 17; injured March 11, 1981	56.00

Edward Fitzgerald, Fire Fighter, Engine Company 101; injured December 14, 1980	65.00
Oliver Floyd, Fire Fighter, Fire Academy; injured March 8, 1980	182.00
Richard Fox, Fire Fighter, Squad 4; injured June 6, 1981	8.00
George T. Grogan, Fire Fighter, Engine Company 84; injured April 16, 1981	516.50
Patrick Joyce, Fire Fighter, Squad 2; injured November 21, 1980	100.00
John Lamar, Fire Fighter, Hook & Ladder 21; injured February 11, 1981	35.00
Thomas Leahy, Captain, Engine Company 43; injured May 28, 1981	20.00
Thomas Lydon, Fire Fighter, Engine Company 9; injured March 24, 1981	10,212.65
James McCann, Fire Fighter, Truck 48; injured February 18, 1981	157.50
Jack McGinnis, Fire Fighter, Squad 4; injured April 16, 1981	120.00
Patrick McGuinness, Paramedic in Charge, Ambulance 23; injured June 13, 1981	148.50
James McMahon, Fire Fighter, Engine Company 101; injured May 25, 1981	9,089.86
James McMahon, Fire Fighter, Hook & Ladder 41; injured July 23, 1981	62.50
Patrick J. McMahon, Fire Fighter, Hook & Ladder 29; injured February 28, 1981	1,593.25
Frank McMillan, Fire Fighter, Headquarters; injured February 29, 1980	104.20
Lawrence Mahler, Lieutenant, Engine Company 71; injured April 18, 1981	6.70
John Lehner, Fire Fighter, Engine Company 99; injured March 12, 1981	79.00
Vincent Liberto, Fire Fighter, Truck 3; injured September 24, 1980	108.00
Michael P. Lique, Paramedic, Ambulance 14; injured December 9, 1980	66.00
John Limberopoulos, Paramedic, Ambulance 36; injured June 3, 1981	121.00
Charles Lira, Fire Fighter, Hook & Ladder 28; injured June 17, 1981	3,491.38
Arnold J. Martinez, Fire Fighter, Engine Company 1; injured June 10, 1981	64.00
Raymond Miller, Engineer, Engine Company 50; injured July 15, 1981	84.00
Roscoe Morgan, Fire Fighter, Hook & Ladder 54; injured March 27, 1981	58.00
Wayne Morley, Fire Fighter, Headquarters; injured October 9, 1980	115.00

Terrence Murphy, Fire Fighter, Truck 20; injured June 7, 1981	90.00
Denis O'Leary, Fire Fighter, Hook & Ladder 49; injured June 5, 1981	138.30
John O'Neill, Fire Fighter, Engine Company 20; injured August 23, 1980	92.00
Alfonso Ortiz, Fire Fighter, Hook & Ladder 28; injured June 7, 1980	134.00
Thomas Patzin, Battalion Chief, Battalion 21; injured May 1, 1981	630.00
Curtis Powell, Fire Fighter, Fire Academy; injured November 11, 1980	10.00
Richard Ragazinskas, Fire Fighter, Engine Company 75; injured March 27, 1981	3,223.57
Roger Redmond, Fire Fighter, Squad 1; injured June 20, 1981	57.40
Anthony R. Reilly, Lieutenant, Engine Company 11; injured June 2, 1981	10.00
Donald Rimgale, Fire Fighter, Squad 4; injured August 2, 1981	71.90
John Rossi, Fire Fighter, Engine Company 126; injured June 4, 1981	184.90
Robert Sandrik, Fire Fighter, Engine Company 116; injured June 21, 1981	102.00
Henry T. Scavone, Lieutenant, Engine Company 22; injured July 7, 1981	129.50
Bernard Sloan, Fire Fighter, Truck 57; injured June 6, 1981	61.85
Richard Soso, Paramedic, Ambulance 12; injured December 11, 1980	145.00
Patrick Stefan, Fire Fighter, Truck 32; injured June 8, 1981	71.50
John Stitz, Fire Fighter, Engine Company 69; injured July 11, 1981	94.70
Russell Strutz, Paramedic, Ambulance 15; injured January 31, 1981	193.00
Phillip Murawski, Fire Fighter, Truck 20; injured May 10, 1981	100.00
John Noonan, Fire Fighter, Hook & Ladder 49; injured December 1, 1980	656.00
Sven Oak, Fire Fighter, Engine Company 92; injured May 21, 1981	210.75
Joseph O'Brien, Paramedic, 1st District Relief, injured July 1, 1981	103.50
Kevin O'Brien, Fire Fighter, Snorkel Squad 3; injured November 6, 1980	10.75
Jesse Olloqui, Fire Fighter, Engine Company 75; injured July 4, 1981	213.81
Eugene Owcarze, Fire Fighter, Engine Company 77; injured September 20, 1979	186.87

Michael Owcarz, Fire Fighter, Engine Company 46; injured July 11, 1981	71.45
Frank R. Pagni, Captain, Engine Company 25; injured February 16, 1980	5,024.25
Leo Panzarella, Fire Fighter, Hook & Ladder 33; injured July 8, 1980	109.65
Marc Patricelli, Fire Fighter, Engine Company 78; injured June 3, 1981	74.00
Frederick Patterson, Fire Fighter, Engine Company 16; injured April 1, 1981	171.50
Ernest Penntek, Fire Fighter, 1st District; injured September 7, 1980	222.50
Peter V. Plennart, Fire Fighter, Hook & Ladder 23; injured August 5, 1980	48.00
John Roudebush, Fire Fighter, Engine Company 5; injured June 6, 1980	413.00
Daniel Russell, Fire Fighter, Engine Company 28; injured May 12, 1981	20.00
Henry Scavone, Lieutenant, 3rd District Relief; injured May 21, 1981	140.00
Bruce Strimel, Fire Fighter, Truck 41; injured January 20, 1981	50.00
Alfred Tripam, Fire Fighter, Hook & Ladder 45; injured April 30, 1981	70.00
Cortez X. Trotter, Area Supervisor, 4-5-3; injured May 29, 1981	91.00
August Tsicouris, Fire Fighter, Truck 27; injured July 27, 1981	303.06
Edward Tunney, Fire Fighter, Truck 24; injured March 29, 1981	20.00
Ernesto S. Velez, Fire Fighter, Hook & Ladder 13; injured July 6, 1981	53.50
Edward Waller, Paramedic in Charge, Ambulance 27; injured July 16, 1981	63.00
Michael Walsh, Fire Fighter, Hook & Ladder 26; injured June 14, 1981	41.00
Michael Walsh, Fire Fighter, Squad 3; injured July 27, 1981	58.00
Douglas Warner, Fire Fighter, Engine Company 94; injured June 9, 1981	115.00

James M. Alex, Paramedic, Relief; injured May 14, 1981	56.50
John Dziedzic, Fire Fighter, Hook & Ladder No. 36 injured April 1, 1981	8.00
Jerome Harkey, Fire Fighter, Hook & Ladder No. 58; injured November 20, 1980	10.00
John Kownacki, Fire Fighter, Truck No. 9; injured January 11, 1981	98.50
Robert J. O'Kane, Fire Fighter, Hook & Ladder No. 13; injured June 3, 1981	57.25
John Pluta, Paramedic, Ambulance No. 10; injured May 1, 1981	121.00
William Rogers, Fire Fighter, Engine Co. No. 121; injured November 24, 1980	10.00
Michael Sheehan, Fire Fighter, Engine Co. No. 39; injured July 24, 1981	111.50
Patrick Todd, Captin, EMS. Headquarters; injured July 29, 1981	109.05
Joseph Vidinich, Lieutenant, Engine Co. No. 28; injured June 10, 1981	119.00
Donald Vogt, Captain; Snorkel Squad No.2; injured May 20, 1981	488.25
Patrick Wietlispach, Fire Fighter, Truck No. 25; injured June 30, 1981	62.00
Richard Zaper, Fire Fighter, Squad No. 1; injured March 4, 1981	50.00
Edward Reilly, Fire Fighter, Hook & Ladder No. 8; injured January 30, 1980	10.25
and	

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

October 22, 1981

REPORTS OF COMMITTEES

7647

Robert Anderson, 013265, District 15; injured January 19, 1977	\$ 41.00
Robert Audette, 019113, District 11; injured December 1, 1979	15.00
Kurt Bartall, 030705, Enforcement Section; injured May 9, 1981	4,572.95
Lorney Bendel, 046758, District 15; injured April 17, 1981	170.00
John Blacher, 051246, District 5; injured February 13, 1981	156.50
Ollie Brumfield, 082175, Criminalistic Division; injured May 15, 1981	139.00
Patricia Burke, 089384, District 13; injured April 18, 1981	474.77
Cory D. Chan, 119080, District 21; injured April 30, 1981	55.00
John Doran, 199525, Detective Division; injured March 13, 1981	195.00
Robert Dvorak, 214291, District 8; injured April 9, 1981	87.00
Kenneth Felix, 235462, District 1; injured May 26, 1979	27.00
John Grabinger, 295075, District 14; injured February 1, 1979	3,876.54
Paul Gorgius, 292954, District 23; injured May 28, 1979	685.00
James Gorman, 293315, Midway Security; injured July 23, 1980	65.00
Patrick Hayes, 331649, Violent Crimes; injured October 5, 1978	120.00
Michael Harrington, 323259, District 7; injured December 11, 1979	180.00
Rita Kaufman, 403144, Area 2; injured July 15, 1976	50.00
Thomas Lanigan, 452504, District 22; injured April 4, 1981	231.00
George Livergood, 472788, District 17; injured January 14, 1981	1,317.25
John Marron, 503398, Youth Division; injured June 23, 1980	2,384.60

Kevin Marshall, 504102, District 3; injured April 18, 1981	144.00
Salvatore Medici, 543244, District 2; injured March 25, 1978	57.00
Jack Meseck, 547144, District 5; injured March 31, 1981	84.00
Michael Michalek, 549795, District 20; injured February 13, 1981	155.50
Teddeus J. Przepiora, 665229, District 10; injured February 22, 1981	195.50
James Reynolds, 829449, Enforcement Section; injured September 16, 1980	107.00
William Rogers, 696236, District 1; injured February 9, 1981	1,169.00
Steven Schorsch, 728639, District 19; injured February 5, 1981	86.00
Alfred Schubert, 729497, District 3; injured June 12, 1981	65.00
Barbara Spencer, 769980, District 21; injured February 20, 1981	2,306.50
Michael Zientek, 892377, District 16; injured March 9, 1979	9,474.30
John F. McNamara, 539551, Traffic Area 4; injured May 11, 1980	104.00
Garvis McGavock, 527501, District 4; injured August 30, 1979	480.00
James Alex, Paramedic, Ambulance 4; injured June 22, 1981	454.10
Steve Baumgart, Paramedic, Ambulance 31; injured May 9, 1981	43.65
John Burke, Captain, Engine Co. No. 51; injured April 14, 1979	30.22
Michael Burns, Paramedic, Ambulance No. 4; injured June 22, 1981	285.40
Pierre V. Gant, Paramedic, Ambulance No. 42; injured June 3, 1981	67.00
William Gleason, Lieutenant, Engine Co. No. 116; injured May 10, 1981	249.00
Michael Hill, Fire Fighter, Hook & Ladder No. 15; injured July 30, 1981	193.75

October 22, 1981

REPORTS OF COMMITTEES

7649

James Joyce, Battalion Chief, Battalion No. 16; injured April 14, 1980	75.00
Diane Koch, Paramedic, Ambulance No. 33; injured February 16, 1981	121.00
James LaGreca, Captain, Engine Co. No. 26; injured April 3, 1981	346.00
David Lozeau, Battalion Chief, 3rd Battalion; injured April 1, 1981	111.00
Joseph McLary, Paramedic, Ambulance No. 6; injured 7, 1981	277.50
Jeremiah Moriarty, Lieutenant, Fire Prevention Bureau, injured May 29, 1981	161.97
Peter Murphy, Lieutenant, Fire Prevention Bureau, injured March 12, 1981	93.50
Anthony Muscarello, Fire Fighter, Engine Co. No. 10; injured May 18, 1981	123.95
Frank O'Connor, Captain, Hook & Ladder No. 18; injured June 9, 1981	98.00
Michael O'Shea, Fire Fighter, Hook & Ladder No. 47; injured July 26, 1981	166.05
Patrick Ward, Paramedic, Ambulance No. 6; injured July 7, 1981	30.00
Steve Warner, Fire Fighter, Hook & Ladder No. 41; injured November 4, 1980	478.00

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

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

Various License Refunds.

Department of Finance, City Comptroller: Account No.100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Robert Conner, 1021 W. Montrose Avenue, Chicago, Illinois 60613	5446 (Liquor)	\$ 669.00
Go Tane Service Station, Incorporated, c/o Abdel Rohman Musa, 2001 N. Harlem Avenue, Chicago, Illinois 60635	1189 (Filling Station)	908.60
Pesce's Liquors, In- corporated, 7121 N. Western Avenue, Chicago, Illinois 60645	5969 (Tobacco)	90.00
Armando A. Lopez, 1001 W. Armitage Avenue, Chicago, Illinois 60614	5722 (Tobacco)	80.00
Steven Weinstein, 1753 W. Webster Avenue, Chicago, Illinois 60614	12803 (Tobacco)	80.00

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George Tourloukis, 4658 S. Western Avenue, Chicago, Illinois 60609	5796 (Tobacco)	90.00
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Damage to Vehicles.

Fire Department: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Insurance Company and Emma Gordon, P.O. Box 127, Skokie, Illinois 60077	3-22-81 - 13th and S. Pulaski Road	\$ 137.17
Suzanne Rathberger, 9700 S. Seeley Avenue, Chicago, Illinois 60643	7-15-81 - 3120 50 S. Kedzie Avenue	350.00

Damage to Vehicles and/or Property.

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

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
James A. Tate, 3523 W. Melrose Street, Chicago, Illinois 60618	5 26 81 3521 W. Melrose Street	\$ 750.00
James Caulfield, V.P., Lasham Cartage Company, 3636 S. Western Avenue, Chicago, Illinois 60609	7 14 81 47th and Archer Avenue	456.56
Walter J. Wych, 5159 S. Mobile Avenue, Chicago, Illinois 60638	10 30 80 5159 S. Mobile Avenue	800.00
Freeman Heard, 1151 W. Garfield Avenue, Chicago, Illinois 60621	5 4 81 4421 S. Racine Avenue	120.00
Julia Land, 7427 S. Eggleston Avenue, Chicago, Illinois 60621	3 16 81 7425 S. Eggleston Avenue	100.00

Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Robert Hradisky, 6246 N. Newark Avenue Chicago, Illinois 60631	B548735	\$ 202.08
Robert Hradisky, 6246 N. Newark Avenue Chicago, Illinois 60631	B552318	205.08

McDermott Amusement Company, Incorporated, 14900 S. Lexington Avenue, Harvey, Illinois 60426	B599499	156.00
John Barrett, 6451 S. Austin Avenue, Chicago, Illinois 60638	597158	45.00;

Damage to Vehicles.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Insurance Company and D & N. Drymiller, P.O. Box 127, Skokie, Illinois 60077	7 24 80 63rd and California Avenue	\$ 400.00
Recovery Services Inter- national and Michael Reese Hospital, 120 S. Riverside Plaza, Suite 1420, Chicago, Illinois 60606	1 2 81 22nd and Wabash Avenue	274.16
Allstate Insurance Company and Esperanza Ramirez, 7770 Frontage Road, Skokie, Illinois 60077	12-4-80- 5220 N. Sheridan Road	179.59
Allstate Insurance Company and John R. Malone, 7770 Frontage Road, Box 127, Skokie, Illinois 60077	3-18-81- State and Monroe Streets	209.51
Mark B. Taylor, 1224 W. Columbia Avenue, Chicago, Illinois 60624	4-23-81- Pound No. 4	1,500.00
Dennis Densco, 2652 W. 63rd Street Chicago, Illinois 60609	5-18-81- 2652 W. 63rd Street	25.00
Willie Sexton, 4014 S. Drexel Boulevard Chicago, Illinois 60653	6-15-81- Pound No. 7	50.00
William E. Whitehurst, 1410 W. Berwyn, Apt. 3, Chicago, Illinois 60640	7-24-81- Pound No. 5	25.00
George Mandis, 2140 W. Arthur Avenue, Chicago, Illinois 60645	7-26-81- Pound No. 3	25.00

Damage to Vehicle.

Department of Sewers: Account No. 314.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
John Montana, 3708 N. Lakewood Avenue, Apt. 1 S., Chicago, Illinois 60614	5-11-81- Dickens and Lincoln Streets	\$ 250.00

*Damage to Vehicles.*Departments of Streets and Sanitation Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Sibyl Massey, 5432 S. Prairie Avenue, Chicago, Illinois 60615	5-31-80- 1550 E. 103rd Street	\$ 112.00
Cybertek Computer Products, c/o Wayne A. Cohen, 208 S. LaSalle Street, Chicago, Illinois 60604	1-10-81- Pound No. 3	586.00
Harold W. Kroen, 3799 W. 78th Street, Chicago, Illinois 60652	2-2-81- 7810 S. Kostner Avenue	325.00
Norbet Mallin, 113 Garden Lane, Prospect Heights, Illinois 60070	2-11-81- 4851 N. Springfield Avenue	1,500.00
Edmund I. O'Connor, 3171 W. 115th Street, Merrionette Park Illinois 60655	5-6-81- 10335 S. Pulaski Road	112.00
Allstate Insurance Company and Robert A. Dauphinas, 7770 Frontage Road, P.O. Box 127, Skokie, Illinois 60077	5-15-81- 39th and Morgan Street	415.65
Maria Beasley, 4250 N. Marine Drive, Chicago, Illinois 60613	6-3-81- Lake Shore Drive and Randolph Street	140.00
Mrs. Elner Means, 6817 Dante Avenue, Chicago, Illinois 60637	7-24-81- 8655 S. Morgan Street	96.00
Aetna Life and Casualty and Rafael Lopez, 230 W. Monroe Street, Chicago, Illinois 60606	2-6-80- 108 W. Randolph Street	457.62
Economy Fire and Casualty Company and Arleane J. Singer, 500 Economy Court, Freeport, Illinois 61032	6-13-81- Station 8 Parking Lot	421.53

Alford Alexander, Apt 607, 2701 S. Indiana Avenue, Chicago, Illinois 60616	5-25-81- 9601 S. Stony Island Avenue	144.00
Kenneth E. Marcus, 1 E. Wacker Drive Suite 1310, Chicago, Illinois 60601	7-30-81- City Garage, 11 W. Wacker Drive	82.00

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>
Mrs. Frances Ederer, 2414 W. Berenice Avenue, Chicago, Illinois 60618	8-21-80- 2400 Block of Berenice Avenue	\$ 190.00

and

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

Refunds on Water Leaks.

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Rose Marie Kwake, 2540 S. Drake Avenue, Chicago, Illinois 60623	2540 S. Drake Avenue	\$ 54.17
Harry Glass, 1056 N. Monitor Avenue, Chicago, Illinois 60651	1056 N. Monitor Avenue	120.85
Ohio House Motel, c/o Louis H. Corrington, Jr. 600-608 N. LaSalle Street, Chicago, Illinois 60610	600-608 N. LaSalle Street	300.00
Hugh Gallagher, 4336 W. Norwood Avenue, Chicago, Illinois 60646	4453 N. Melvina Avenue	105.57
Walter N. Glover, 9232 S. Bishop Street, Chicago, Illinois 60620	7720 26 S. Eggleston Street	239.47
Adolph Espinosa, 2231 S. Whipple Street, Chicago, Illinois 60623	2231 S. Whipple Street	123.17
John Lunney, Highway 62, Henderson, Arkansas	548-58 E. 71st Street	245.92

Louis J. Przyborowski, 3040 S. Millard Avenue, Chicago, Illinois 60623	3040 S. Millard Avenue	33.72
Luis A. Nodal, 8205 S. Houston Avenue, Chicago, Illinois 60617	8205 S. Houston Avenue	48.11
Mary Lasky, 9404-06 S. Ewing Avenue, Chicago, Illinois 60617	9404-06 S. Ewing Avenue	122.93
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>Date and Location</i>	<i>Amount</i>
Joan D. Wynne, 1649 W. 104th Street, Chicago, Illinois 60643	10318 S. Prospect Avenue	\$219.51
John Bocanek, 4755 S. Western Avenue, Chicago, Illinois 60609	4755 S. Western Avenue	65.72
Elliott L. Thomas, 1234 W. Oakdale Avenue, Chicago, Illinois 60657	1829 W. Evergreen Avenue	100.41
Bertha Owens, 251 W. 110th Street, Chicago, Illinois 60628	251 W. 110th Street	166.69
Clarence Smith, 6649 S. Maryland Avenue, Chicago, Illinois 60619	5700 S. Wabash Avenue	52.37
William F. Doyle, 4640-24 W. 55th Street, Chicago, Illinois 60632	4606-24 W. 55th Street	244.38
R. C. Clayton, 2427 W. Cortland Street, Chicago, Illinois 60647	2433 W. Cortland Street	181.51

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO VEHICLES, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, October 22, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred September 10, 1980, and subsequently, sundry claims as follows:

COMPENSATION FOR VARIOUS REFUNDS:

(Sept. 10, 1980)	G. Chorney
(March 31, 1981)	Jessie Word
(March 31, 1981)	Raymond Johnson
(March 31, 1981)	Joe Macaluso
(April 22, 1981)	Piccadilly Garage
(May 29, 1981)	Dwaine S. Powell
(May 29, 1981)	Laird L. Larsen
(May 29, 1981)	Joe Murdock
(June 10, 1981)	Richard Wineberg
(June 10, 1981)	Frank Wilson
(June 17, 1981)	Union Industries
(June 26, 1981)	Eugene Menard
(June 26, 1981)	Victor Raynard
(June 26, 1981)	Oscar Robinson
(June 26, 1981)	G. Homeyer
(July 1, 1981)	L. Smith
(July 30, 1981)	Julian Herbert
(Aug. 12, 1981)	Margaret N. Russell
(Aug. 12, 1981)	Joseph A. LeCelso Jr.
(Aug. 12, 1981)	Thomas Lambos
(Aug. 12, 1981)	Manuel D. Cosme
(Aug. 19, 1981)	Katherine Moser.

Compensation for Personal Injury:

(May 29, 1981)	Patrick H. McKernan.
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Compensation for Property Damage:

(April 22, 1981)	Recovery Services International and Furman Funeral Home.
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Compensation for Vehicle Damage:

(March 6, 1981)	Robert Stanton
(March 6, 1981)	Dwight Halcolm
(March 16, 1981)	Augusta Holmes
(March 13, 1981)	Juan Gray
(June 26, 1981)	Cleotha Straughter
(June 26, 1981)	Adrian Platt
(June 26, 1981)	Richard Harris
(June 26, 1981)	Farmers Insurance Group and Verna White
(July 1, 1981)	Charles Potts
(July 20, 1981)	State Farm Insurance Company and Estra Anderson
(July 20, 1981)	Security Mutual Casualty Company and Carol Johnson
(July 20, 1981)	Delat Casualty Company and Mary Cunigan
(July 20, 1981)	Dorothy Kaneko
(July 20, 1981)	Leonardo L. Romero
(July 20, 1981)	Robert Lewis
(July 30, 1981)	Theodore Coburn
(Sept. 14, 1981)	Security Casualty Company and M. Menor
(Sept. 14, 1981)	Industrial Fire and Casualty Insurance Company and George Pettigrew
(Sept. 14, 1981)	Frank Harrington

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

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

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE
EXTENSION OF AN AGREEMENT BETWEEN CITY OF CHICAGO AND
CONTINENTAL AIR TRANSPORT COMPANY, INC., FOR
AIRPORT GROUND TRANSPORTATION SERVICES.

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

CHICAGO, October 22, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication from the Office of the Mayor dated September 14, 1981 transmitting a proposed ordinance authorizing the extension of an agreement, between the City of Chicago and Continental Air Transport Company, Inc. for airport ground transportation services, and having had under consideration a proposed substitute agreement, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

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

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

Section 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute an amendment to an agreement between the City of Chicago and Continental Air Transport Co., Inc. dated September 30, 1959 (C.J.P., December 23, 1959, pp. 1879 et sub.), as amended July 21, 1967 (C.J.P., pp. 614-615), said amendment to be in substantially the following form:

This Agreement made and entered into this ____ day of A.D., _____, 1981, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Continental Air Transport Co., Inc., hereinafter referred to as "Continental".

WITNESSETH:

Whereas, City and Continental have heretofore entered into an agreement under date of September 30, 1959, authorized by City Council December 23, 1959 (C.J.P. p. 1879 et. sub.) as amended under date of July 21, 1967 (C.J.P. pp. 614-615), hereinafter referred to as "said agreement", in and by which City, among other provisions granted to Continental, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago Midway Airport and Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement as heretofore amended, and Continental hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modification of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

A. The third paragraph of paragraph 1 of said agreement reading as follows:

"Continental agrees that it will operate its business at the airport subject to the laws of the United States of America, the State of Illinois and the general ordinances of the City Council of the City and established rules."

shall be and hereby is modified, changed and amended to read as follows:

"Continental agrees that the rights, privileges and duties conferred upon it pursuant to this Agreement shall be subject to the laws of the United States of America, the State of Illinois and the general ordinances of the City Council of the City of Chicago, and that it will operate its business at the airport subject to the aforesaid laws and ordinances."

B. The first sentence of the present paragraph 2 of said agreement reading as follows:

"As compensation for the rights and privileges herein granted, Continental agrees to pay the City ten (10) per cent of the gross revenue or the minimum guarantees hereinafter set forth, whichever is the greater, and that the minimum guarantees for the years 1959 through 1965, inclusive, shall annually be the sum of \$200,000.00; and for the year 1968, it shall be \$215,000.00."

shall be and hereby is modified, changed and amended to read as follows:

"As compensation for the rights and privileges herein granted, Continental agrees to pay the City ten (10) per cent of the gross revenue or the minimum guarantee hereinafter set forth, whichever is the greater, and the minimum guarantee for the year 1982 and for each calendar year thereafter is

\$430,000."

C. The last sentence of present paragraph 2 of said agreement reading as follows:

"Continental shall furnish the City with a performance bond with surety in the sum of \$200,000.00 satisfactory to the Comptroller of the City and to be approved by the Corporation Counsel as to form and legality."

shall be and hereby is modified, changed and amended to read as follows:

"Continental shall furnish the City with a performance bond with surety in the sum of \$430,000.00 satisfactory to the Comptroller of the City and to be approved by the Corporation Counsel as to form and legality."

D. The present subparagraph (b) of paragraph 4 of said agreement reading as follows:

"A single trip permit shall be obtained by all other public passenger vehicles having seating capacity for more than seven passengers when picking up passengers at the airport. The Commissioner of Aviation shall issue single trip permit to such operators upon the payment of compensation of the rate of three (\$3.00) dollars for each trip using a vehicle of less than 10-passenger seating capacity and involving the pick-up of passengers at the airport, and a fee of five (\$5.00) dollars for each trip using a vehicle of 10 or more passenger seating capacity and involving the pick-up of passengers at the airport. No person shall be permitted to drive any public passenger vehicle having seating capacity for more than seven passengers upon the airport vehicle driveways for the purpose of picking up passengers, without a single trip permit from the Commissioner of Aviation, provided that no permit shall be required of buses or vehicles operated by the Chicago Transit Authority, a municipal corporation, or of rail transportation or of buses bringing groups to the airport for educational purposes. The Commissioner of Aviation, after consultation with the City Comptroller, shall promulgate reasonable regulations governing the issuance of such single trip permits, the time and method of making payment of compensation, and the measures to be taken to enforce the requirements thereof."

shall be and hereby is modified, changed and amended to read as follows:

"The City shall promulgate reasonable regulations governing the issuance of permits for public passenger vehicles other than Continental picking up passengers on a single trip basis at the airport, said regulations to prescribe the permit fees and the rights incidental to said permits. No person or firm other than Continental shall be permitted to drive any public passenger vehicle having seating capacity for more than seven passengers upon the airport vehicle driveways for the purpose of picking up passengers without a single trip permit from the Commissioner of Aviation, provided, however, that no permit shall be required of buses or vehicles operated by the Chicago Transit Authority or of rail transportation or of buses bringing groups to the airport for educational purposes."

E. The last clause of present paragraph 7 of said agreement reading as follows:

"Public Liability

Insurance	\$ 100,000 per person
	1,000,000 per accident

Property Damage

Insurance	\$ 50,000 per accident"
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shall be and hereby is modified, changed and amended to read as follows:

"Public Liability

Insurance	\$ 200,000 per person
	5,000,000 per accident

Property Damage

Insurance	100,000 per accident"
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F. Paragraph 9 of said agreement, reading as follows:

"The term of this agreement, will be for the period commencing on December 30, 1959 and terminating on December 31, 1982."

shall be and is hereby modified, changed and amended to read as follows:

"The term of this agreement will be for the period commencing on December 30, 1959 and terminating on December 31, 1997."

G. Paragraph 13 is incorporated in said agreement, said paragraph to read as follows:

"Continental's rights, privileges, and obligations hereunder are assignable by Continental to any corporation, hereinafter referred to as "Continental Successor", which purchases Continental or which purchases the operating assets of Continental, and upon said assignment, Continental Successor automatically succeeds to all of the rights, privileges and duties of Continental hereunder."

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement as heretofore amended shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago the ____ day of _____, 19__ (C.J.P. ____).

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

[Signature forms omitted for printing purposes]

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 Home of the Association of Jewish Blind of Chicago and Recreation Center, dated May 27, 1981 concerning their Financial Statement for Year ending June 30, 1981.

A communication from the Department of Public Works dated October 8, 1981, concerning Monthly Progress Report on Sewer Bond Issue Projects for the month ending July 31, 1981.

COMMITTEE ON BUILDINGS AND ZONING.

Failed To Pass--CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY AREA SHOWN ON MAP NO. 22-H
(Adverse Committee Recommendations).

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, October 15, 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* the proposed ordinance transmitted herewith (referred to your committee on March 6, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

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

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

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

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

Nays--None.

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

The following is said ordinance which failed to pass:

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 R2 Single-Family Residence District symbols and indications as shown on Map No. 22-H in the area bounded by

a line 358.18 feet north of and parallel to W. 95th Street; S. Claremont Avenue; a line 126 feet north of and parallel to W. 95th Street; and a line 132 feet east of and parallel to S. Western Avenue

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Action Deferred--ON PROPOSED ORDINANCES TO AMEND
CHAPTERS 49, 51 AND 62 OF THE MUNICIPAL CODE
CONCERNING PROVISIONS OF BUILDING 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, October 15, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration proposed ordinances (Referred September 14, 1981) amending Chapters 49, 51, and 62 of the Municipal Code of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinances attached herewith.

This recommendation was concurred in by 11 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 49, Section 49-4.1.

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

Section 1. The Municipal Code of Chicago, Chapter 49-4.1 is hereby amended by adding Section (i), after Section (h), in proper alphabetical sequence, in *Italics* below:

49.4.1.

(i) *In existing heavy timber buildings which do not conform to the floor and roof planking and joist minimum thickness as noted in (c), (d), (f), and (g) above, the floor, roof, joist, and planking systems shall be protected with a minimum of : type "X" gypsum board, or shall be fully protected by a class 1 (0-25) flame spread rated intumescent coating. Where gypsum board is applied to the underside of joists, the joist spaces shall be fire-stopped at all beams. Existing metal columns shall be protected with one-hour fireproofing.*

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

Chapter 51, Section 51-1.2.

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

Section 1. The Municipal Code of Chicago, Chapter 51 Section 51-1.2 (d) is hereby amended by adding words and phrases which are in *Italics* below and deleting the words and phrases which are bracketed below, as follows:

(d) In an existing heavy timber building the height may be increased to [80] 120 feet, 80 feet for new buildings, regardless of the number of stories, when the building is brought into full compliance with the following:

- (1) The High Rise Code, Chapter 62.1, specifically, the sprinkler alternate, Section 62.1-10;
- (2) Smoke detectors, Section 52-11;
- (3) "Controlled Materials," Section 69-3.1,
- (4) *In existing buildings over 80 feet in height, an automatic general alarm shall be installed and be audible throughout the corridors of the building and shall be activated by the sprinkler flow alarm and smoke detectors.*

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

Chapter 51, Section 51-2.2.

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

Section 1. The Municipal Code of the City of Chicago, Chapter 51, Section 51-2.2, Table 51-2.2, is hereby amended by adding note (d), after note (c) in said section, in Italics as follows:

Table 51-2.2. Basic Maximum Areas.....

Notes: NL- Not Limited

NP- Not Permitted,

(a)

(b)

(c)

(d) All buildings of Type II and III-A and III-B construction having unlimited areas shall be provided with an automatic sprinkler system.

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

Chapter 51, Section 51-2.2

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

Section 1. The Municipal Code of Chicago, Chapter 51, Section 51-2.2, Table 51-2.2, is hereby amended by inserting the letter (d) after the letters NL in said Table, in Italics below.

TABLE 51-2.2. BASIC MAXIMUM AREAS - ONE-STORY BUILDINGS
(SQUARE FEET)

Occupancy Classification	Construction Type								IV-A	IV-BA.
	I-A	I-B	I-C	II	III-A	III-B	III-C			
Residential	NL	NL	24,000	10,000	10,000	10,000	8,000	5,000	3,000	

B. Institutional	NL	NL	16,000	6,000	6,000	6,000	NP	NP	NP	
C-1. Large Assembly	NL	NL	NL(a) 24,000	20,000(a) 8,000	25,000(a) 10,000	20,000(a) 8,000	NP	NP	NP	
C-2. Small Assembly	NL	NL	NL(a) 3,000	20,000(a) 10,000	25,000(a) 5,000(c)	20,000 NP(b)	NP(b)	NP(b)		24,000
C-3. Schools	NL	NL	NL(a) 24,000	20,000(a) 8,000	25,000(a) 10,000	20,000(a) 6,000				
D. Open Air Assembly			Maximum areas established in Chapter 55							
E. Business	NL	NL	NL	NL(a)/d/12,000	NL(a)/d/15,000	NL(a)/d/10,000	6,000	4,000		
F. Mercantile	NL	NL	NL	NL(a)/d/24,000	NL(a)/d/8,000	NL(a)/d/5,000	3,000	10,000	12,000	10,000
										G-1.
										Industrial
										NLNLNLNL(a)NL(a)
										NL(a)
										10,000
										6,000
										4,000
Low Hazard				13,000	15,000	12,000				
G-2. Industrial Moderate Hazard	NL	NL	NL	NL(a)/d/12,000	NL(a)/d/8,000	NL(a)/d/5,000	3,000			
H-1. Storage Low Hazard	NL	NL	NL	NL(a) 12,000	NL(a) 15,000	NL(a) 10,000	6,000	4,000		
H-2. Storage Moderate Hazard	NL	NL	NL	NL(a)/d/10,000	NL(a)/d/12,000	NL(a)/d/3,000	5,000	3,000		
H-3. Garages			40,000	35,000	30,000	15,000	20,000	15,000	10,000	NP NP
I. Hazardous Use			Maximum areas established in Chapter 60							
J. Miscellaneous Buildings and Structures			Maximum areas established in Chapter 61							

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

Chapter 62, Section 62-5.

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

Section 1. The Municipal Code of Chicago, Chapter 62-5, Section (a), subsection (5), is hereby amended by adding words in italics below, as follows:

62-5 (a) (5). In *all new and existing* residential buildings exceeding four stories in height.....

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

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, October 15, 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* sixteen proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on February 11, March 6, June 10, 17 and 26, July 20 and 30, and August 12, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 11 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 sixteen proposed ordinances transmitted with the foregoing committee report:

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

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

W. Lake Street; N. Clark Street; W. Randolph Street; and N. LaSalle Street (Map No. 1-F).

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

Section 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development District No. 206 symbols and indications as shown on Map No. 2-F in the area bounded by

a line 236.49 feet north of W. Harrison Street; S. Dearborn Street; a line 125 feet north of W. Harrison Street; S. Plymouth Court; W. Harrison Street; and S. Federal Street; and

the area bounded by a line 297 feet south of W. Harrison Street; S. Dearborn Street; a line 490.5 feet south of W. Harrison Street; and S. Federal Street; and

the area bounded by W. Harrison Street; S. Federal Street; a line 100 feet south of W. Harrison Street; and the alley next west of and parallel to S. Federal Street,

to those of a C3-6 Commercial-Manufacturing District, and corresponding use districts are hereby established in the areas above described.

Section 2. Be It Further Ordained that the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 206 symbols and indications on Map No. 2-F in the area bounded by

W. Harrison Street; S. Plymouth Court; a line 322 feet south of W. Harrison Street; S. Dearborn Street; a line 297 feet south of W. Harrison Street; and S. Federal Street

to the designation of Residential-Business Planned Development No. 206, as amended, 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 (Map No. 2-F).

Reclassification of Area Shown on Map No. 4-I.

An ordinance to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District, the area 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 (Map No. 4-I).

Reclassification of Area Shown on Map No. 4-I.

An ordinance to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District, the area 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; W. 17th Street; a line 123.09 feet west of and parallel to S. Rockwell; the alley next south of and parallel to W. 17th Street; S. Washtenaw Avenue; a line 191.43 feet south of and parallel to W. 16th Street; and a line 98.05 feet east of and parallel to S. Washtenaw Avenue (Map No. 4-I).

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

An ordinance to classify as an R5 General Residence District instead of B4-3 Restricted Retail and C1-3 Restricted Commercial Districts, the area bounded by

a line 156 feet north of W. North Avenue; the alley next east of and parallel to N. Sedgwick Street; W. North Avenue; and N. Sedgwick Street (Map No. 5-F).

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

An ordinance to classify as a C1-1 Restricted Commercial District instead of B4-1 Restricted Service and R3 General Residence Districts, the area bounded by

a line 125 feet north of and parallel to the alley next north of W. Grand Avenue; the alley next east of and parallel to N. Laramie Avenue and the alley next north of W. Grand Avenue; a line 148 feet, 3 and 5/8 inches east of and parallel to N. Laramie Avenue; W. Grand Avenue and N. Laramie Avenue (Map No. 5-L).

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

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

a line commencing at a point 232 feet north of W. 27th Street and adjacent to S. Stewart Avenue ending at a point 233 feet north of W. 27th Street and adjacent to S. Shields Avenue; S. Shields Avenue; W. 27th Street; and S. Stewart Avenue (Map No. 6-F).

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

An ordinance to classify as a B5-2 General Service District instead of an R3 General Residence District, the area bounded by

a line 170 feet south of and parallel to W. 26th Street; S. Trumbull Avenue; a line 240 feet south of and parallel to W. 26th Street; and the alley next west of and parallel to S. Trumbull Avenue (Map No. 6-J).

Reclassification of Area Shown on Map No. 8-F.

An ordinance to classify as an R4 General Residence District instead of an R3 General Residence District, the area bounded by

the alley next north of and parallel to W. 32nd Street; a line 48 feet, 6¼ inches east of S. Wallace Street; W. 32nd Street; and S. Wallace Street (Map No. 8-F).

Reclassification of Area Shown on Map No. 8-F.

An ordinance to classify as an R4 General Residence District instead of an R3 General Residence District, the area bounded by

a line 342 feet south of W. 33rd Street; S. Wallace Avenue; a line 462 feet south of W. 33rd Street; and the alley next west of and parallel to S. Wallace Avenue (Map No. 8-F).

Reclassification of Area Shown on Map No. 8-I.

An ordinance to classify as an M2-2 General Manufacturing District instead of an R3 General Residence District, the area bounded by

W. 36th Street; a line 140 feet west of the alley next west of and parallel to S. Sacramento Avenue; the alley next south of and parallel to W. 36th Street; and a line 169.14 feet west of the alley next west of and parallel to S. Sacramento Avenue (Map No. 8-I).

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

An ordinance to classify as a C1-2 Restricted Commercial District instead of a B4-1 Restricted Service District, the area 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 (Map No. 9-O).

Reclassification of Area Shown on Map No. 11-L

An ordinance to classify as an R4 General Residence District instead of an R3 General Residence District, the area bounded by

a line 143.35 feet north of and parallel to W. Windsor Avenue; a line 60 feet east of and parallel to N. Central Avenue; W. Windsor Avenue; and N. Central Avenue (Map No. 11-L).

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

An ordinance to classify as a Business Planned Development instead of an M2-2 General Manufacturing district, the area bounded by

a line 638 feet, 5/8 inches north of W. 51st Street; S. Kedzie Avenue; W. 51st Street; S. Spaulding Avenue; a line 588 feet, 1-3/8 inches north of W. 51st Street; and a line 158 feet, 9 inches west of S. Spaulding Avenue (Map No. 12-J).

Reclassification of Area Shown on Map No. 16-K.

An ordinance to classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District, the area bounded by

W. 69th Street; S. Pulaski Road; W. 70th Street; and the alley next west of and parallel to S. Pulaski Road (Map No. 16-K).

Reclassification of Area Shown on Map No. 26-F.

An ordinance to classify as an R2 Single Family Residence District instead of an M1-1 Restricted Manufacturing District, the area bounded by

W. 107th Street; a line 60 feet east of and parallel to S. Eggleston Avenue; the alley next south of and parallel to W. 107th Street; and S. Eggleston Avenue (Map No. 26-F).

*Action Deferred--ON PROPOSED ORDINANCE FOR AMEND-
MENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY
AREA SHOWN ON MAP NO. 24-A (Adverse
Committee Recommendation).*

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, October 15, 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* the proposed ordinance transmitted herewith (referred to Your Committee on August 19, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, on Map No. 24-A.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

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

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

The following is a descriptive summary of said proposed ordinance transmitted with the foregoing committee report:

An ordinance to classify as a B1-1 Local Retail District instead of a B4-1 Restricted Service District, the area bounded by

E. 96th Street; the alley next east of S. Ewing Avenue; a line 100 feet south of and parallel to E. 96th Street; and S. Ewing Avenue (Map No. 24-A).

COMMITTEE ON COMMITTEES AND RULES.

*Referred to Committee on Intergovernmental Relations--*PROPOSED
RESOLUTION TO MEMORIALIZE THE ILLINOIS CONGRESSIONAL
DELEGATION TO VOTE IN FAVOR OF PRESIDENT
REAGAN'S PROPOSED SALE OF AWACS
TO SAUDI ARABIA.

The Committee on Committees and Rules submitted the following report:

CHICAGO, October 15, 1981.

To the President and Members of the City Council:

Your Committee on Committees and Rules, to which was referred (on October 6, 1981), under Rule 42 of the Rules of Order of the City Council, two committees having been called for, a proposed resolution memorializing the Illinois Congressional Delegation to vote in favor of President Reagan's proposed sale of AWACS to Saudi Arabia, begs leave to recommend that your Honorable Body *Refer* said proposed resolution to the Committee on Intergovernmental Relations.

This recommendation was concurred in by 12 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) THOMAS CASEY,
Chairman.

On motion of Alderman Casey the committee's recommendation was *Concurred In* and said proposed resolution was *Referred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Clewis, Schulter, Volini, Orr--41.

*Nays--*Aldermen Bloom, Hagopian, Natarus, Oberman, Axelrod, Stone--6.

Referred to Committee on Housing, City and Community Development--
PROPOSED ORDINANCE APPROVING CONVEYANCE TO CHICAGO TRANSIT
AUTHORITY OF PARCEL 53-P PROJECT LINCOLN PARK I.

The Committee on Committees and Rules submitted the following report:

CHICAGO, October 19, 1981.

To the President and Members of the City Council:

Your Committee on Committees and Rules, to which was referred (on May 13, 1981), under Rule 42 of the Rules of Order of the City Council, two committees having been called for, a proposed ordinance to approve conveyance to C.T.A. of Parcel 53-P in Project Lincoln Park I, begs leave to recommend that your Honorable Body *Refer* said proposed resolution to the Committee on Housing, City and Community Development.

This recommendation was concurred in by 13 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS CASEY,
Chairman.

On motion of Alderman Casey the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Housing, City and Community Development*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

*Nays--*Alderman Oberman--1.

COMMITTEE ON ENERGY AND ENVIRONMENTAL PROTECTION.

Authority Granted for Operation of Land Fill on City Land by Metropolitan
Sanitary District of Greater Chicago.

The Committee on Energy and Environmental Protection submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Energy and Environmental Protection, having had under consideration a communication from Mayor Jane M. Byrne, under date of April 22, 1981, (which was referred to this Committee on April 22, 1981), begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing the Metropolitan Sanitary District of Greater Chicago to operate a land fill on City land in accordance with a Closure Plan transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That subject always to the conditions herein stated, the right, and authority be and the same is hereby granted and given to The Metropolitan Sanitary District of Greater Chicago (hereinafter referred to as "Sanitary District"), to deposit fill on a tract of land located east of Calumet Expressway and south of 103rd Street in Chicago, Illinois, in accordance with the Closure Plan heretofore approved by the City of Chicago on July 3, 1980, and approved by the Illinois Environmental Protection Agency on August 26, 1980:

Said tract as shown on Exhibit A more particularly described as follows:

That part of Fractional Sections 13 and 14 north and south of the Indian Boundary Line in Township 37 North, Range 14 East of the Third Principal Meridian lying south of 103rd Street, east of Doty Avenue, (Calumet Expressway) west of Stony Island Avenue and north of the center line of 110th Street extended from the east (excepting therefrom that part of land presently being utilized by the City of Chicago for an automobile pound).

SECTION 2. That the rights hereby granted to the Sanitary District are so granted upon the following conditions:

- (a) That the Sanitary District will construct perimeter berms to prevent run-off.
- (b) That the Sanitary District will install methane venting as necessary.
- (c) That the Sanitary District will establish four monitoring wells (one at each of the four corners of the Fill) and report to the State on a quarterly basis. (Reporting parameters to be identified by EPA.)
- (d) That the Sanitary District will cooperate with the City of Chicago in the development of a final land use for the site based on the following criteria:

The property will remain in the ownership of the City of Chicago and will be utilized as public open space and/or as a sod farm-woody plant nursery. The site will not be used for the production of food chain crops.

- (e) That the Sanitary District shall indemnify, save, and keep harmless the City of Chicago from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the development of said Closure Plan.

SECTION 3. It shall be the duty of the Commissioner of the Department of Streets and Sanitation to administer, monitor and enforce the provisions of this ordinance.

SECTION 4. This ordinance shall become effective immediately after the passage thereof.

[Exhibit A printed on page 7673 of this Journal]

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

**Approval Given to Sale of Parcel I-1 in Redevelopment
Project 51st-Vincennes to Provident Hospital
and Training Association.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with the communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 6, 1981) to approve the sale of Parcel I-1 in Urban Renewal Redevelopment Project 51st-Vincennes, to Provident Hospital and Training School Association, approved by the Department of Urban Renewal by Resolution No. 81-DUR-135, adopted by the Department on September 15, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

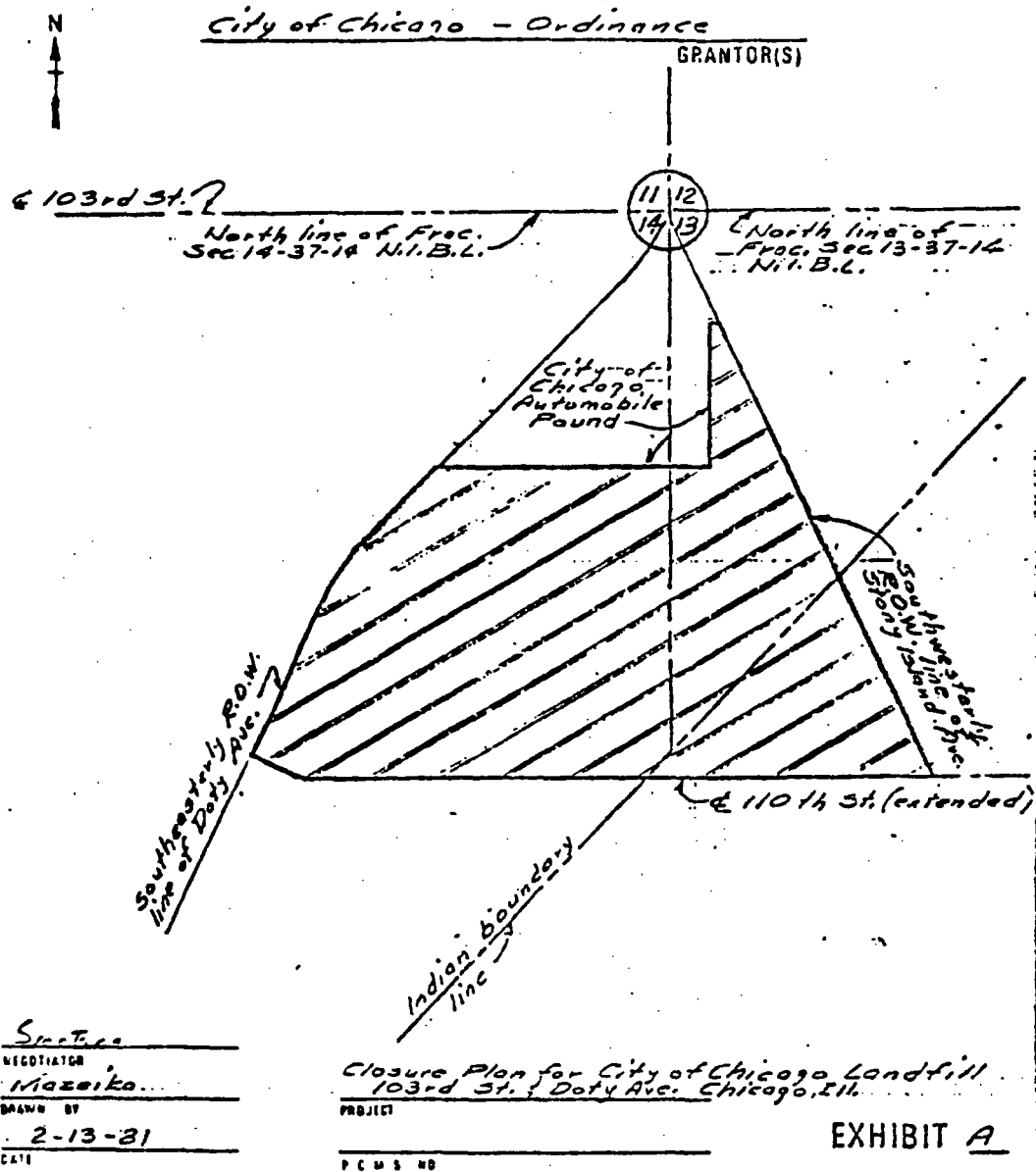
On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND



The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project 51st-Vincennes heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 81-DUR-135, adopted by the Department on September 15, 1981, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project 51st-Vincennes, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft.</i>	<i>Total Price</i>
Provident Hospital and Training School Association	I-1	41,551.1	\$47,783.76 or the acquisition price, including technical services, whichever is higher

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

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

**Approval Given to Sale of Parcel I-11 in Hyde Park - Kenwood
Conservation Area to Alpha-Kappa-Alpha Sorority, Inc.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 6, 1981) to approve the sale of Parcel I-11 in Urban Renewal Plan for Conservation Area Hyde Park-Kenwood to Alpha-Kappa-Alpha Sorority, Inc., approved by the Department of Urban Renewal by Resolution No. 81-DUR-138, adopted by the Department on September 15, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schalter, 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 Urban Renewal Plan for Conservation Area Hyde Park-Kenwood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land listed below and as set forth in Resolution No. 81-DUR-138 adopted by the Department on September 15, 1981, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Conservation Area Hyde Park-Kenwood, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Alpha-Kappa-Alpha Sorority	I-11	22,578.7	\$ 1.75	39,\$12.72

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

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

**Approval Given to Sale of Parcel 8-4 in Redevelopment Project
Monterey-Vincennes to Beverly Bank, Trust No. 8-6170.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 6, 1981) to approve the sale of Parcel 8-4 in Urban Renewal Redevelopment Project Monterey-Vincennes to Beverly Bank, Trust No. 8-6170, approved by the Department of Urban Renewal by Resolution No. 81-DUR-136, adopted by the Department on September 15, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department proposes to accept an offer to purchase certain parcels of land as listed below and as set forth in Resolution 81-DUR-137, adopted by the Department on September 15, 1981, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in Redevelopment Project Monterey-Vincennes, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Total Price</i>
Beverly Bank, Trust No. 8-6170	8 4	16,200	\$49,000 less than the cost of improvement and rent paid, for a balance of \$5,518.00.

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

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

Approval Given to Amendment No. 2 to
Central West Development Plan.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 6, 1981) to approve Amendment No. 2 to the Urban Renewal Redevelopment Plan for Project Central West, approved by the Department of Urban Renewal by Resolution No. 81-DUR-133, adopted by the Department on September 15, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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 ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved a Redevelopment Plan and Amendment No. 2 for Project Central West; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted September 15, 1981, approved Plan Amendment No. 2 to said Plan which Amendment is attached hereto, and incorporated in this Ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Amendment No. 2 together with the Plan, as amended, constitutes a Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and with the recommendations of the Chicago Plan Commission for the area covered thereby; and the City Council desires to evidence its approval of the plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 2 to the Redevelopment Plan as amended, for Central West dated September, 1981 incorporated herein by reference, having been duly considered is hereby approved.

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

Approval Given to Amendment No. 1 to
Englewood Conservation Plan.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 21, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 6, 1981) to approve Amendment No. 1 of the Urban Renewal Conservation Plan for the Englewood Conservation Area, approved by the Department of Urban Renewal by Resolution No. 81-DUR-132, adopted by the Department on September 15, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, 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 ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Englewood Conservation Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted September 15, 1981, approved Plan Amendment No. 1 to said Plan, which amendment is attached hereto and incorporated in this Ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal and it is the sense of the City Council that said Plan Amendment No. 1 together with the Plan, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accordance with the modern principles of urban planning and with the recommendation of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 1 to the Conservation Plan for the Englewood Conservation Area, dated September, 1981, incorporated herein by reference, having been duly considered is hereby approved.

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

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 (June 28, July 1, July 20, August 19, and September 14, 1981) ten 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Hagopian 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 Chicago Home for Friendless.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Home for the Friendless, an Illinois Not-For-Profit Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use subsurface space (vaulted area) under and along the west sidewalk of South Wabash Avenue, adjacent to its property at 234 South Wabash Avenue. Said vaulted area shall occupy space twenty (20) feet in length, eighteen (18) feet in width, and ten (10) feet in depth, and 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 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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of three hundred sixty and no/100 dollars (\$360.00) 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.

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Grant to William E. Dec, Jr.

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

SECTION 1. Permission and authority are hereby given and granted to William E. Dec, Jr. an individual, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sunken areaway with a concrete stairway, to facilitate ingress and egress from the basement of 900 West Armitage Avenue. Said privileges shall be arranged as follows: Under and along the north walk of West Armitage Avenue, a concrete stairway, four (4) feet in width shall commence four (4) feet east of the west property line of 900 West Armitage Avenue, and proceed easterly and downward to a depth of eight (8) feet, at which point the areaway shall continue, likewise at a width of four (4) feet, and at a depth of eight (8) feet; the combined length of the stairway and areaway to be thirty-one (31) feet. Said privileges 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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of two hundred and no/100 dollars (\$200.00) 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. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. 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 William E. Del, Jr. 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. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. 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 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.

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Grant to Lake Shore National Bank Trust No. 4361.

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore National Bank Trust No. 4361, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use decorative archways, constructed of wrought iron, masonry cement, and steel, spanning the width of Arcade Court, immediately east of the east line of South LaSalle Street, adjacent grantee's property at nineteen (19) South LaSalle Street. Said archways, erected solely for decorative purposes, shall be constructed and shall continue to exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

Additionally, in furtherance of said grantee's goal of enhancing the aesthetic value of the areas adjacent to said property, said grantee shall, by authority herein granted make the following improvements with noted contingent liability: Said grantee shall re-surface that portion of Arcade Court adjacent to said property with a "Bowmanite" street and sidewalk surface from a point on the east line of South LaSalle Street to a point on the North-South public alley immediately east of LaSalle Street. Said grantee shall also cause to be installed a series of decorative street lights and planter boxes along the north line of Arcade Court, immediately adjacent to said grantee's property. Six (6) such planter boxes and five (5) such decorative street lights shall be so installed, alternating in occurrence. Said grantee understands and accepts total liability and responsibility for the maintenance, snow removal, and repairs of such street and sidewalk. And further, to ensure that any and all subsequent owners of 19 South LaSalle will likewise undertake said obligation; said understanding and acceptance is witnessed and attested to in correspondence from grantee to the City of Chicago, Department of Streets and Sanitation of July 30, 1981, attached, which by reference is made part 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 \$100,000.00, 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 the City of Chicago as compensation for the privilege herein granted the sum of five hundred eighteen and no/100 dollars (\$518.00) 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 of 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 \$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.

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Grant to Rauland-Borg Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Rauland-Borg Corporation, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a covered, enclosed loading dock forty (40) feet in length, sixty-two (62) feet in width and thirteen (13) feet two (2) inches in height, and a steel canopy extending five (5) feet ten (10) inches supported by steel columns at the outer edge thereof, together with a ramp down ten (10) feet in width and forty (40) feet in length protected by a concrete retaining wall, in front of the premises known as Nos. 3522-3560 W. Eddy Street; for a period of five (5) years from and after August 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 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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of four hundred eighty-three and no/100 dollars (\$483.00) per annum, in advance, the first payment to be made as of August 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 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.

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Grant to Michael Reese Hospital and Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Michael Reese Hospital and Medical Center, a corporation, to install, maintain, and use three (3) manholes, to provide access for sewer sampling and flow measuring. Said manholes, all three (3) feet in nominal diameter, shall have depths and locations as follows: eight (8) feet, eight (8) inches in depth at the intersection of East 30th Street and South Vernon Avenue; eight (8) feet in depth thirty (30) feet east of the east line of Martin Luther King Drive at East 27th Street; twelve (12) feet in depth at the intersection of East 29th Street and South Vernon Avenue. Said privileges 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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of nine hundred and no/100 dollars (\$900.00) 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 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.

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Grant to Red Top Parking, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Red Top Parking, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to occupy three thousand three hundred fifty-eight (3,358) square feet of space in the parkway on the northerly side of W. Waveland Avenue between N. Sheffield Avenue and the north-south public alley and the parkway on the easterly side of N. Sheffield Avenue, to be used for parking facilities. The grantee shall guarantee that the walkway on both W. Waveland Avenue and N. Sheffield Avenue shall remain free and clear to pedestrian traffic, and shall continue to exist for a period of three (3) years from and after September 12, 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 the above stated. 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.

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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of seven hundred thirty-one and no/100 dollars (\$731.00) per annum, in advance, the first payment to be made as of September 12, 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 \$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.

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Grant to Sipi Metals.

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

SECTION 1. Permission and authority are hereby given and granted to Sipi Metals Corporation, an Illinois corporation, upon the terms and subject to the conditions of this ordinance to occupy a portion of the public way used for the purpose of storage and/or unloading of box cars. The boundary of said area to be begins at a point approximately one hundred (100) feet north of the north line of W. Wabansia Avenue on the west line of N. Besley Court, continuing in a northerly direction approximately two hundred three (203) feet, thence changing to an easterly direction and continuing for a distance of approximately six (6) feet, thence changing to a southerly direction and continuing for a distance of approximately two hundred three (203) feet, thence changing to a westerly direction and continuing for approximately six (6) feet, to a point of beginning, for a total of approximately twelve hundred twenty (1220) square feet of space. Said privilege shall exist by authority herein granted for a period of three (3) years from and after November 1, 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 the above stated. 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.

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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of two hundred and no/100 dollars (\$200.00) per annum, in advance, the first payment to be made as of November 1, 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.

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Grant to The Sherwin-Williams Company.

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

SECTION 1. Permission and authority hereby are given and granted to The Sherwin-Williams Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a reinforced concrete tunnel six (6) feet six (6) inches by six (6) feet six (6) inches, inside dimensions, under and across E. Kensington Avenue from a point on the north line thereof one hundred eighteen (118) feet west of the west line of S. Champlain Avenue to a point on the south line of said E. Kensington Avenue one hundred eight (108) feet west of the west line of said Champlain Avenue; for a period of five (5) years from and after October 17, 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 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 \$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 the City of Chicago as compensation for the privilege herein granted the sum of four hundred and no/100 dollars (\$400.00) per annum, in advance, the first payment to be made as of October 17, 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.

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Grant to The University of Chicago.

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

SECTION 1. Permission and authority hereby are 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 installed a steam service piping, nineteen and one-half (19½) inches wide by twelve and one-half (12½) inches high, under and across S. University Avenue at a point sixty-seven (67) feet north of the north line of E. 58th Street, said piping being used for the purpose of supplying steam and compressed air to the building of the Chicago Theological Seminary on the east side of S. University Avenue at 5157 S. University Avenue; for a period of five (5) years from and after July 22, 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 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 \$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 22, 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 Jerry Wexler, Mark Friedman and Jack
Ehrhardt d/b/a Blackstone Hotel.*

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

SECTION 1. Permission and authority are hereby given and granted to Jerry Wexler, Mark Friedman and Jack Ehrhardt, Co-partners, d/b/a The Blackstone Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, Subsurface Space (vaults) contiguous to the Blackstone Hotel Building located at the northwest corners of Michigan Avenue and Balboa Street, commonly known as 636 South Michigan Avenue. Said Subsurface Space consists of two levels along the west side of South Michigan Avenue and the north side of Balboa Street, and is contiguous and extends east and south of the boundary lines of the Blackstone Hotel Building. The two levels of Subsurface Space under Michigan Avenue are each approximately 28 feet wide by 89 feet long. The first level of space under Balboa Street is 12 feet wide by 41 feet long; the second level is 12 feet wide by 146 feet long. The first level has approximately 2,985 square feet of usable area; the second level has approximately 4,200 square feet of usable area. The first level is used for the following purposes: employee locker rooms, showers, washrooms and office space. The second level is used as refrigeration area, having five walk-in freezers, and also for storage of liquor and dry goods, and for housing of heating and mechanical equipment. The above privilege shall continue to exist by the authority herein granted for a period of five (5) years from and after September 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 \$50,000.00, 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, judgements, 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 Thousand Eight Hundred Seventy-four and no/100 dollars (\$3,874.00) per annum, in advance, the first payment to be made as of September 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 \$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, 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.

**Orders Passed for Grants of Privileges
in Public Ways.**

The Committee on Local Industries, Streets and Alleys to which had been referred (July 30, August 19 and September 14, 1981) thirteen proposed orders for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

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

Nays--None.

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

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

*Grant to Bank of Ravenswood, Trustee UIT No.
25-4617: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Bank of Ravenswood as Trustee U/T No. 25-4617, to maintain and use an existing canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at No. 4743 W. Belmont Avenue for a period of three (3) years from and after December 1, 1981, in accordance with the 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 canopy not to exceed 26 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-one and no/100 dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Chicago Title and Trust Company
UIT No. 61806: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Title and Trust Co., U/T No. 61806, to maintain and use an existing canopy over the public right-of-way in West North Avenue attached to the building or structure located at No. 3433 W. North Avenue for a period of three (3) years from and after December 8, 1980, in accordance with the 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 canopy not to exceed 4 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Commodore Theatre: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Commodore Theatre, to maintain and use an existing canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at No. 3105 West Irving Park Road for a period of three (3) years from and after September 22, 1981, in accordance with the 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 canopy not to exceed 35 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Sixty and no/100 dollars (\$60.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to First Federal Savings and Loan Association
of Chicago: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to First Federal Savings and Loan Association of Chicago, to maintain and use an existing canopy over the public right-of-way in West 47th Street attached to the building or structure located at No. 1751 W. 47th Street for a period of three (3) years from and after December 10, 1981, in accordance with the 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 canopy not to exceed 15 feet 6 inches in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Goldblatt Bros., Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Goldblatt Bros., Inc., to maintain and use an existing canopy over the alley in North Lincoln Avenue attached to the building or structure located at Nos. 3145-3147 N. Lincoln Avenue for a period of three (3) years from and after July 27, 1981, in accordance with the 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 canopy not to exceed 27 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 dollars (\$52.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to LaSalle National Bank, Trustee UIT No.
40940: Canopies.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank, Trustee UIT No. 40940, to maintain and use three (3) canopies over the public right-of-way in Pearson Street and Chestnut Street attached to the building or structure located at No. 835 N. Michigan Avenue for a period of three (3) years from and after November 14, 1981, in accordance with the 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 93 feet, 94 feet respectively in Pearson Street and 63 feet in Chestnut Street in length, nor 13 feet on Pearson Street and 14 feet on Chestnut Street in width: Upon the filing of the acceptance and bond and payment of Three Hundred Twenty-five and no/100 dollars (\$325.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Jim Lee: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jim Lee of Chicago to maintain and use a canopy over the public right-of-way in E. Harrison Street attached to the building or structure located at No. 50 E. Harrison Street for a period of three (3) years from and after December 18, 1981, in accordance with the 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 canopy not to exceed 8 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Roth, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Roth Incorporated of Chicago to maintain and use a canopy over the public right-of-way in N. Wabash Avenue attached to the building or structure located at Nos. 139-141 North Wabash Avenue for a period of three (3) years from and after December 5, 1981, in accordance with the 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 canopy not to exceed 11 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Schmidt Motors: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Schmidt Motors of Chicago to construct, maintain and use a canopy over the public right-of-way in N. Western Avenue attached to the building or structure located at No. 3535 N. Western Avenue for a period of three (3) years from and after date of passage of this order in accordance with the 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 canopy not to exceed 180 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Five and no/100 dollars (\$205.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Russell Scimeca: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Russell Scimeca to construct, maintain and use a canopy over the public right-of-way in N. Sheffield Avenue attached to the building or structure located at No. 2010 N. Sheffield Avenue for a period of three (3) years from and after date of passage, in accordance with the 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 canopy not to exceed 8 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Wieboldt Stores, Inc.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wieboldt Stores, Inc. to maintain and use two (2) canopies over the public right-of-way in N. Ashland Avenue attached to the building or structure located at No. 3236 N. Ashland Avenue for a period of three (3) years from and after October 11, 1981, in accordance with the 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 24 feet and 8 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Woman's Athletics Club of Chicago: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Woman's Athletics Club of Chicago to maintain and use a canopy over the public right-of-way in E. Ontario Street attached to the building or structure located at Nos. 116-122 E. Ontario Street for a period of three (3) years from and after December 13, 1981, in accordance with the 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 canopy not to exceed 20 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Young Men's Christian Association of Metropolitan Chicago: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Young Men's Christian Association of Metropolitan Chicago to maintain and use an existing canopy over the public right-of-way in W. Chicago Avenue attached to the building or structure located at No. 30 W. Chicago Avenue for a period of three(3)years from and after December 10, 1981, in accordance with the 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 canopy not to exceed 32 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-seven and no/100 dollars (\$57.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

**Public Alleys Vacated in Block Bounded by W. Chicago Av.,
N. Carpenter St., N. Milwaukee Av. and N. Ogden Av.**

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 February 11, 1981, C. J. P. p. 5498).

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

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

Nays--None.

Alderman Hagopian 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 alleys 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 north south 16-foot public alley as dedicated by Plat of Dedication recorded May 2, 1923, as Document No. 7910447 in the Office of the Recorder of Deeds, Cook County, Illinois, and described as follows: The east 16 feet of Lot 24 in Elston's Subdivision of land in the W. ½ of the N. E. ¼ of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, being Block 2 in Assessor's Division in the N. E. ¼ of said Section 8

also

all of the northwesterly southeasterly 10-foot public alley lying northeasterly of the northeasterly line of Lots 7 to 14, both inclusive; lying southwesterly of the southwesterly line of Lot 17; lying southwesterly, west and north of the southwesterly, west and north lines of Lot 18, lying southwesterly and south of the southwesterly and south lines of Lot 22; lying west of the east line of said Lot 22 produced south to the north line of said Lot 18; lying southwesterly of the southwesterly line of Lots 23 and 24; and lying east of the west line of the east 16 feet of Lot 24 produced south, all in Elston's Subdivision of Land in the W. ½ of the

N. E. ¼ of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, being Block 2 in Assessor's Division in the N. E. ¼ of said Section 8; said public alleys herein vacated being further described as all of the north south 16-foot public alley together with all of the northwesterly southeasterly 10-foot public alley in the block bounded by W. Chicago Avenue, N. Carpenter Street, N. Milwaukee Avenue and N. Ogden Avenue 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 are hereby vacated and closed inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Dre Que, Richard Erlich and Chicago Ogden Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated, the sum of Eleven Thousand Five Hundred Dollars and no/100 dollars (\$11,500.00), 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 entrances to the public alleys hereby vacated, similar to the sidewalk and curb in W. Chicago Avenue and N. Carpenter Street. 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Dre Que, Richard Erlich and Chicago Ogden Building Corporation 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.

**Parts of W. Ferdinand, W. Hubbard and W. Kinzie Sts. Together With All
Adjacent Alleys Vacated in Block Bounded By W. Race Av.,
W. Ferdinand St., N. Kilpatrick Av.
and Vacated N. Kenton Av.**

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 September 10, 1980, C.J.P. p. 3739).

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

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

Nays--None.

Alderman Hagopian 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 streets, part of public street and public alleys described in the following ordinance; now, therefore,

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

SECTION 1. The vacation of all that part of W. Ferdinand Street lying south of the south line of Lots 26 to 45, both inclusive, and the south line of Lots 47 to 50, both inclusive, in Block 3 in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

lying south of the south line of Lots 1 and 2 in

Owner's Subdivision of Lot 46 and the E. $\frac{1}{2}$ of Lot 45 in Block 3 in Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10 aforementioned;

lying north of the north line of Lots 1 to 25, both inclusive, in Block 6; lying west of a line drawn from the southwest corner of Lot 50 in Block 3, to the northeast corner of Lot 1 in Block 6; and lying east of a line drawn from the southwest corner of Lot 26 in Block 3, to the northwest corner of Lot 25 in Block 6 all in Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10 aforementioned;

also

all that part of W. Ferdinand Street lying south of the south line of Lots 26 to 31, both inclusive, in Block 4; lying north of a line 18 feet north of and parallel with the north line of Lots 2 to 25, both inclusive, in Block 5; lying west of a line 16 feet east of and parallel with the west line of said Lot 32 in Block 4 produced south 48 feet; and lying east of a line drawn from the southwest corner of Lot 26 in Block 4, to the northwest corner of Lot 25 in Block 5 all in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

also

all that part of W. Hubbard Street lying south of the south line of Lots 26 to 50, both inclusive, in Block 6; lying north of the north line of Lots 1 to 25, both inclusive, in Block 7; lying west of a line drawn from the southeast corner of Lot 50 in Block 6 to the northeast corner of Lot 1 in Block 7; and lying east of a line drawn from the southwest corner of Lot 26 in Block 6, to the northwest corner of Lot 25 in Block 7, all in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

also

all that part of W. Kinzie Street lying south of the south line of Lots 26 to 50, both inclusive, in Block 7; lying west of the east line of Lot 50 in Block 7, produced south; lying east of the west line of Lot 26 in Block 7, produced south, all in

Subdivision of the S.W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

and lying north of the north right-of-way line of the Chicago and North Western Transportation Company;

also

all of the north south 16-foot public alley as dedicated by Plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, June 23, 1959, as Document No. 17576866, being the west 16 feet of Lot 32 in Block 4 in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

also

all of the east west 16-foot public alley lying south of the south line of Lots 2 to 25, both inclusive; lying north of the north line of Lots 26 to 49, both inclusive; lying east of a line drawn from the southwest corner of Lot 25 to the northwest corner of Lot 26 all in Block 4 in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

lying west of the west line of the east west 16-foot public alley vacated by instrument recorded April 14, 1898, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 2672637;

also

all of the east west 16-foot public alley lying south of the south line of Lots 1 to 25, both inclusive; lying north of the north line of Lots 26 to 50, both inclusive; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 50; and lying east of a line drawn from the southwest corner of Lot 25 to the northwest corner of Lot 26, all in Block 6 in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

also

all of the east west 16-foot public alley lying south of the south line of Lots 1 to 25, both inclusive; lying north of the north line of Lots 26 to 50, both inclusive; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 50; and lying east of a line drawn from the southwest corner of Lot 25 to the northwest corner of Lot 26, all in Block 7 in

Subdivision of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian;

said public streets, part of public street, public alleys and part of public alley herein vacated being further described as all that part of W. Ferdinand Street, W. Hubbard Street, and W. Kinzie Street lying between the east line of N. Cicero Avenue and the west line of N. Kilpatrick Avenue; also, all of the remaining part of W. Ferdinand Street lying between the east line of N. Kilpatrick Avenue and a line 162 feet east of and parallel to the east line of N. Kilpatrick Avenue; together with all of the public alleys in the blocks bounded by W. Ferdinand Street, W. Kinzie Street, N. Cicero Avenue and N. Kilpatrick Avenue and all of the public alleys in the block bounded by W. Race Avenue, W. Ferdinand Street, N. Kilpatrick Avenue, and vacated N. Kenton Avenue, 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 same are hereby vacated and closed, inasmuch as, the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit cables, and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all of the public streets and public alleys as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of the Peoples Gas Light and Coke Company all of the public streets and alleys herein vacated as a right of way for existing underground facilities and for the construction, operation, maintenance, repair, renewal and replacement of such facilities, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal, or replacement of said facilities.

The City of Chicago hereby reserves all that part of W. Ferdinand Street, W. Hubbard Street and W. Kinzie Street herein vacated as a right of way for existing water mains and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located for which in the future may be located in all that part of W. Ferdinand Street, W. Hubbard Street and W. Kinzie Street herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, American Home Products Corp. and Mojonner Bros. Co. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of part of the property abutting said public street, part of public street and public alleys hereby vacated the sum of Ninety Six Thousand Two Hundred and no/100 dollars (\$96,200.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the abutting owner of the remaining property involved; and further, shall within 120 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 entrances to the public streets and public alleys herein vacated, similar to the sidewalk and curb in N. Cicero Avenue and N. Kilpatrick 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 4. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance American Home Products Corp. and Mojonner Bros. Co., 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 5. The ordinance shall take effect and be in force from and after its passage.

**Part of East West Public Alley Vacated in Block Bounded by
W. Wabansia Av., W. North Av., N. Pulaski Road
and N. Harding Av.**

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 September 10, 1980, C.J.P. p. 3739).

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

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

Nays--None.

Alderman Hagopian 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 part 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 lying north of the north line of Lots 26 to 29, both inclusive, lying south of the south line of Lot 30; lying west of the east line of Lot 26 produced north to the south line of Lot 30; and lying east of a line drawn from the northwest corner of Lot 29 to the southwest corner of Lot 30 all in

Crosby's Resubdivision of the W. ½ of Block 3 in Hagan and Brown's Addition to Chicago being a Subdivision of the S.W. ¼ of the S.W. ¼ of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the west 97 feet of the east-west 16-foot public alley in the block bounded by W. Wabansia Avenue, W. North Avenue, N. Pulaski Road and N. Harding Avenue 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 no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 48552, the Pioneer Bank and Trust Company, as Trustee, Trust No. 20001, and the 3956 W. North Avenue, Inc., shall pay or

cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated the sum of Six Thousand One Hundred and no/100 dollars (\$6,100.00), 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 that part of the public alley hereby vacated similar to the sidewalk and curb in N. Pulaski Road. 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 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 48552 the Pioneer Bank and Trust Company, as Trustee, Trust No. 20001, and the 3956 W. North Avenue, Inc., 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 5. This ordinance shall take effect and be in force from and after its passage.

**Construction of Catch Basin on Northwest Corner
of W. 63rd St. and S. Central 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 June 26, 1981):

Ordered. That the Commissioner of Water and Sewers is hereby authorized and directed to give consideration to the construction of a catch basin and/or curb box on the northwest corner of W. 63rd Street and S. Central Avenue.

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

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

Nays--None.

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

Reconstruction of Sidewalks at Specified Locations.

The Committee on Local Industries, Streets and Alleys to which had been referred (August 19 and September 14, 1981) two proposed ordinances for reconstruction of sidewalks, 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schalter, Volini, Orr, Stone--47.

Nays--None.

Alderman Hagopian 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):

Reconstruction of Sidewalks on Portions of S. Blue Island 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 sidewalk, financed through Federal Community 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 the easterly side of South Blue Island Avenue from West Maxwell Street to South Racine Avenue, and on the east side of South Racine Avenue from South Blue Island Avenue to West 14th Place, and on the north side of West 14th Place from South Racine Avenue to approximately 1,283 feet east of South Racine Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk, with a broom finish having saw cut grooved joints in a diamond and rectangular pattern, also trees with protective grates to be installed at various locations. New curbs and gutters to be installed where necessary.

SECTION 2. The 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 N. Clark 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 North Clark Street from West Catalpa Avenue to West Winona Avenue and West Foster Avenue from North Clark Street to North Ashland Avenue 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.

Relocation of Light Poles from Specified Locations.

The Committee on Local Industries, Streets and Alleys, to which had been referred (September 14, 1981) two proposed orders for relocation of light poles, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

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

Nays--None.

Alderman Hagopian 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 order):

*Removal of Light Pole from No. 3100 S. Michigan Av.
to Specified Location.*

Ordered, That the Committee on Local Industries, Streets and Alleys is hereby authorized and directed to move a "Light Pole" from in front of No. 3100 S. Michigan Avenue to a point approximately 5 feet north thereof.

Relocation of Alley Light Pole at Specified Location.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the relocation of an alley light pole in the east-west alley bounded by E. 41st Street, W. Bowen Avenue, S. St. Lawrence Avenue and S. Vincennes Avenue, from its present location to the intersection of the east-west and north-south alleys.

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

**Approval Given to Mayor's Appointment of John L. Waner as Member of
Board of Directors of Chicago Public Library.**

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

CHICAGO, October 22, 1981.

To the President and Members of the City Council:

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (October 6, 1981), a communication signed by Honorable Jane M. Byrne, Mayor, appointing Mr. John L. Waner as a Member of the Board of Directors of the Chicago Public Library for a term ending July 1, 1984, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Waner.

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

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

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said appointment of Mr. John L. Waner was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Davis, Hagopian, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--44.

Nays--None.

**Sections 12-12 and 11-38 of Municipal Code Amended Concerning
Lambert Tree and Carter Harrison Medals.**

The Committee on Police, Fire, Personnel and Municipal Institutions submitted a report recommending that the City Council adopt the following resolution (which was referred to the committee on September 14, 1981):

WHEREAS, The Municipal Code of Chicago in Sections 12-12 and 11-38 provides for the award of the Lambert Tree and Carter Harrison Medals to police officers and fire fighters selected for outstanding acts of bravery in the line of duty; and

WHEREAS, These medals have been awarded to Chicago police officers and fire fighters since 1886; and

WHEREAS, Other awards of valor for police officers and fire fighters are worn in campaign ribbon form by the recipients thereof when in uniform; and

WHEREAS, No suitable ribbon has been designated for use by the recipients of the Lambert Tree and Carter Harrison Medals; and

WHEREAS, These medal recipients should have a ribbon designated for use when in uniform; now therefore,

Be It Resolved, That the Municipal Code is hereby amended at Sections 12-12 and 11-38 by adding the following language to the respective sections.

"A ribbon type medal cast in the design of the Chicago flag as described in Sections 2-3 of the Municipal Code shall be awarded to each recipient of the Lambert Tree or Carter Harrison Medals for the use of the recipient when in uniform."

"A ribbon will be presented to active duty members of the Chicago Fire and Police Departments who have received the Lambert Tree and Carter Harrison Award Medals. All persons in the future when receiving these medals will be presented with a ribbon and medal."

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

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

Nays--None.

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

At this point in the Proceedings, Honorable Jane M. Byrne, Mayor, relinquished the Chair to President Pro. Tem. Alderman Edward R. Vrdolyak.

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 ORDINANCES TO ESTABLISH LOADING ZONES
AT SUNDRY LOCATIONS.

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

*Alderman**Location*

Marzullo (25th Ward)

S. Rockwell Street from W. 15th Place to W. 17th Street;

W. 16th Street (both sides) from S. Rockwell Street to the west end of the General Office (360 feet);

W. 16th Street (both sides) from S. Rockwell Street to the railroad underpass;

Laurino (39th Ward)

N. Rogers Avenue, at No. 5945.

*Referred--PROPOSED ORDINANCES TO DISCONTINUE ONE-WAY TRAFFIC
RESTRICTION ON SPECIFIED STREETS.*

Alderman Huels (11th Ward) presented two proposed ordinances to discontinue the one-way traffic restriction, allowing the flow of traffic to proceed in both directions, on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

S. Emerald Avenue from W. 25th Place to W. 47th Street;

S. Union Avenue from W. 47th to W. 26th Streets.

*Referred--PROPOSED ORDER TO EXTEND PARKING METER
AREA NO. 530-PS.*

Alderman Barnett (2nd Ward) presented a proposed order to extend the existing parking meter area 530-PS to cover certain locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

S. Ellis Avenue (west side) between S. Vernon Avenue and E. 29th Street;

S. Lake Park Avenue (both sides) between E. 29th and E. 30th Streets;

E. 29th Street (south side) between S. Ellis and S. Lake Park Avenues;

E. 29th Street (north side) between S. Vernon and S. Lake Park Avenues.

*Referred--PROPOSED ORDER TO CHANGE THE TIME LIMIT OF PARKING
METERS ON PORTION OF W. 95th ST.*

Alderman Sheahan (19th Ward) presented a proposed order to change the time limit on the parking meters located on both sides of W. 95th Street from S. Damen to S. Western Avenues from a two hour limit to a thirty minute limit; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--PROPOSED ORDINANCE TO DISCONTINUE PORTION OF
PARKING METER AREA NO. 332-NNS.*

Alderman Roti (1st Ward) presented a proposed ordinance to discontinue parking meter regulations on both sides of S. Wabash Avenue from E. 14th Place to E. 18th Street within parking meter 332-NNS; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO DISCONTINUE PARKING METER
REGULATIONS IN SPECIFIED AREA.

Alderman Roti (1st Ward) presented a proposed ordinance to discontinue the parking meter regulations previously established on both sides of W. 14th Street from S. Halsted Street to S. Union Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER TO REMOVE CERTAIN PARKING METERS
FROM N. MILWAUKEE AV.

Alderman Mell (33rd Ward) presented a proposed order to remove five parking meters located on the west side of N. Milwaukee Avenue from No. 2501 to No. 2513, etc.; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING OF
VEHICLES AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Barnett (2nd Ward)	S. Ellis Avenue (east side) between E. 26th and E. 29th Streets (Tow Away Zone); E. 26th Street (north side) between S. King Drive and S. Ellis Avenue (Tow Away Zone);
Barden (16th Ward)	W. 73rd Street, at No. 1450 (except for handicapped);
Sherman (21st Ward)	S. Vernon Avenue, at No. 8236 (except for handicapped);
Marzullo (25th Ward)	W. 23rd Place (south side) between S. Oakley Boulevard and S. Western Avenue;
Farina (36th Ward)	W. Grand Avenue (south side) from No. 5655 west to N. Major Avenue;
Casey (37th Ward)	N. Lavergne Avenue, at No. 817 (except for handicapped);
Laurino (39th Ward)	W. Peterson Avenue (both sides) from N. Pulaski Road to N. Lawndale Avenue;
Clewis (45th Ward)	W. Argyle Street, at No. 5105; W. Argyle Street, at No. 5139 (except for handicapped); W. Foster Avenue, at No. 5845 (except for handicapped).

Referred--PROPOSED ORDINANCE TO AMEND THE PARKING PROHIBITION
AGAINST VEHICLES AT ALL TIMES ON PORTION OF W. HASTINGS ST.

Alderman Marzullo (25th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the south side of W. Hastings Street from a point 90 feet west of S. Damen Avenue to a point 75 feet west thereof (instead of from S. Damen Avenue to S. Hoyne Avenue except on Saturdays, Sundays and holidays); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO DISCONTINUE THE PARKING
PROHIBITION AGAINST VEHICLES AT ALL TIMES ON
PORTION OF S. SCOTTSDALE AV.

Alderman Kellam (18th Ward) presented a proposed ordinance to discontinue the parking prohibition against vehicles at all times on the west side of S. Scottsdale Avenue from W. 83rd Street to W. 83rd Place; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Sawyer (6th Ward)	S. State Street (east side) from a point 105 feet north of E. 71st Street to a point 75 feet north thereof--7:00 A.M. to 7:00 P.M.--Sundays and holidays;
Kellam (18th Ward)	W. 82nd Street (both sides) in the 3900 block--8:00 A.M. to 10:00 A.M. Monday through Friday;
Sheahan (19th Ward)	S. Wood Street (east side) from W. 104th Place to W. 105th Street--8:00 A.M. to 10:00 A.M.--Monday through Friday;
Lipinski (23rd Ward)	S. Kilbourn Avenue (west side) between W. 47th and 48th Streets--8:00 A.M. to 6:00 P.M.--Monday through Friday;
Mell (33rd Ward)	N. Milwaukee Avenue, at Nos. 2501-2513--7:00 A.M. to 8:00 P.M.--Monday through Friday.

Referred--PROPOSED ORDINANCE TO AMEND THE PARKING PROHIBITION
AGAINST VEHICLES DURING SPECIFIED HOURS ON PORTION
OF W. CERMAK RD.

Alderman Marzullo (25th Ward) presented a proposed ordinance to prohibit the parking of vehicles on W. Cermak Road from a point 200 feet east of S. Halsted Street to S. Ashland Avenue from 7:00 A.M. to

9:00 A.M. on the south side, and from 4:00 P.M. to 6:00 P.M. on the north side, except on Saturdays, Sundays and holidays (instead of from a point 200 feet east of S. Halsted Street to a point 200 feet west of S. Kedzie Avenue); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO AMEND "RESIDENTIAL PARKING PERMITS-ZONE 1."

Alderman Rittenberg (40th Ward) presented a proposed ordinance to establish "Residential Parking Permits-Zone 1" from 8:00 A.M. to 8:00 P.M. (instead of from 8:00 A.M. to 6:00 P.M.); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO DESIGNATE PORTION OF N. SAYRE AV. AS SERVICE DRIVE, ETC.

Alderman Farina (36th Ward) presented a proposed ordinance to designate the east side of N. Sayre Avenue from W. North Avenue to the first alley north thereof as a service drive and to permit diagonal parking in said location; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE THE DESIGNATION OF PORTION OF W. OAKDALE AV. AS SERVICE DRIVE.

Alderman Marcin (35th Ward) presented a proposed ordinance to discontinue the designation of the north side of W. Oakdale Avenue from N. Central Park Avenue to a point 125 feet west thereof as a service drive; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCES TO IMPOSE SPEED LIMITS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to impose specific limitations on the speed of vehicles authorized on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Public Way and Limit</i>
Bloom (5th Ward)	S. South Shore Drive from E. 53rd to E. 56th Streets--25 miles per hour;
Casey (37th Ward)	N. Mayfield Avenue from W. Washington Boulevard to W. Lake Street--20 miles per hour;
Stone (50th Ward)	W. Howard Street from N. Kedzie to N. California Avenues--25 miles per hour.

*Referred--*PROPOSED ORDER TO DESIGNATE PORTION OF N. McCUTCHEON TER. AS TOW AWAY ZONE.

Alderwoman Volini (48th Ward) presented a proposed order to designate both sides of N. McCutcheon Terrace from W. Ainslie Street to W. Margate Terrace as a tow away zone from 7:00 A.M. to 4:00 P.M.; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

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

<i>Alderman</i>	<i>Location and Type of Sign</i>
Evans (4th Ward)	S. Drexel Boulevard in the No. 4900 block--"Slow-School";
Humes (8th Ward)	S. Cregier Avenue and E. 89th Street--"Stop";
Shaw (9th Ward)	E. 131st Street and S. Evans Avenue--"Stop";
Majerczyk (12th Ward)	S. Richmond and W. 46th Streets--"4-Way Stop";
Sheahan (19th Ward)	S. Seeley Avenue and W. 104th Street--"2-Way Stop";
	S. Seeley Avenue and W. 106th Street--"2-Way Stop";
	W. 105th Street and S. Drake Avenue--"All-Way Stop";
Nardulli (26th Ward)	N. Campbell Avenue and W. Iowa Street--"Stop";
	W. Rice Street and N. Campbell Avenue--"Stop";
Farina (36th Ward)	W. Diversey and N. Menard Avenues "No Turn On Red--7:00 A.M. to 7:00 P.M.";
	N. Rutherford and W. Wrightwood Avenues--"3-Way Stop";
	W. Wrightwood and N. Menard Avenues--"Stop";
Cullerton (38th Ward)	W. Waveland and N. Mobile Avenues "Stop";
Laurino (39th Ward)	N. Rogers and N. Kostner Avenues--"Stop";
Natarus (for Merlo 44th Ward)	N. Marshfield and W. Cornelia Avenues--"Stop";
Clewis (45th Ward)	N. Major Avenue and W. Ainslie Street--"Stop";
Stone (50th Ward)	N. Wolcott and W. Morse Avenues--"4-Way Stop."

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 ALDERWOMAN BARDEN (16th Ward) AND ALDERMAN KELLY (20th WARD):

To classify as an Institutional Planned Development No. 122 instead of an R4 General Residence District the area shown on Map No. 16-F bounded by

S. Harvard Avenue; the southeasterly Right-Of-Way line of the C.T.A.; a line 187 feet west of S. Yale Avenue; a line 150 feet South of W. 63rd Street; S. Yale Avenue; a line 51 feet south of W. 64th Street; a line 187 feet west of S. Yale Avenue; W. 64th Street; a line 104 feet east of S. Harvard Avenue; a line 126 feet south of W. 64th Street; S. Harvard Avenue; W. 64th Street; a line 263 feet west of S. Harvard Avenue; and a line 250 feet north of W. 64th Street.

By ALDERMAN MARZULLO (25th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 4-I bounded by

W. 15th Place; a line 330 feet west of and parallel to S. Rockwell Street; W. 16th Street; then a line 453.61 feet west of and parallel to S. Rockwell Street; the alley north of and parallel to W. 16th Street; then a line 477.80 feet west of and parallel to S. Rockwell Street; W. 16th Street; and S. Washentaw 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>
Nardulli (26th Ward)	Miguel Martinez
	Geraldine Jackson
	Steve Witek
	L. Roxane Bloomfield.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

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

Presented by

ALDERMAN ROTI (1st Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Five proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Amalgamated Trust and Savings Bank, No. 400 S. Dearborn Street;
Amalgamated Trust and Savings Bank, No. 15 W. Monroe Street;
Amalgamated Trust and Savings Bank, No. 102 S. State Street;
Amalgamated Trust and Savings Bank, No. 45 W. Van Buren Street;
Pick Congress Corporation, No. 68 E. Harrison Street.

Referred--PROPOSED ORDINANCE TO ESTABLISH BUS STAND ON
PORTION OF W. CONGRESS PARKWAY

Alderman Roti also presented a proposed ordinance to establish a bus stand on W. Congress Parkway (south curb) from a point 110 feet west of the west property line of S. Racine Avenue to a point 210 feet west thereof; which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN BLOOM (5th Ward):

Tribute to the Late Herman E. Nelson.

A proposed resolution reading as follows:

WHEREAS, Herman E. Nelson was a distinguished employee of the City of Chicago, serving as a Coordinator of Special Projects for the Department of Housing; and

WHEREAS, Mr. Nelson had an outstanding career in business, management and real estate before joining the City in its Department of Housing; and

WHEREAS, Herman E. Nelson was an active member of his community, always striving for its betterment and that of its citizenry; and

WHEREAS, Herman Nelson passed away on September 26, 1981; now, therefore,

Be It Resolved, That the Mayor and Members of the Chicago City Council in meeting this 22nd day of October, 1981, do hereby express their sadness on his untimely death and extend condolences to his wife and family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Herman E. Nelson.

Alderman Bloom moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERWOMAN HUMES (8th Ward):

**Congratulations Extended to Cleo Johnson on Her Accomplishments and
November 15, 1981 be Declared as Cleo Johnson Day in Chicago**

A proposed resolution reading as follows:

WHEREAS, Cleo Johnson and her mother began a class to develop poise, charm, and personality twenty-five years ago in Mrs. Johnson's millinery shop for teenagers; and

WHEREAS, Cleo Johnson endeavored to share the best of what she learned as a professional model, with other black women she started Cleo Johnson's School of Charm; and

WHEREAS, Cleo Johnson for twenty-five years has taught classroom to stage techniques in the field of high fashion, modeling, poise, charm and personality development to Black men and women and enabled them to enter the ranks of professional models; and

WHEREAS, Cleo Johnson has been a recipient of many outstanding awards and is at this time President of the Modeling Association of America International, Inc., the largest international organization of modeling schools and agencies; and

WHEREAS, Cleo Johnson has participated in numerous Career Day Conferences for high schools, elementary schools, and universities in the Chicagoland area; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council congratulate Cleo Johnson for her accomplishments and November 15, 1981, be known as Cleo Johnson Day in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cleo Johnson.

Alderman Humes moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Humes, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHAW (9th Ward):

Referred--PROPOSED RESOLUTION TO MEMORIALIZE U.S. CONGRESS
TO REPEAL WIRE TAPPING ACT.

A proposed resolution urging the City Council to memorialize the United States Congress to repeal the wiretapping provisions of the Act; which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN HUELS (11th Ward):

McClellan School Commended on Their Outstanding Educational
Achievements on Occasion of 100th Anniversary.

A proposed resolution reading as follows:

WHEREAS, On Sunday, September 27, 1981, the McClellan School celebrated its 100 year Anniversary as a teaching institution, with a special program and open house; and

WHEREAS, The original building, constructed in 1881 at No. 3527 S. Wallace Street was named the Wallace Street School; and

WHEREAS, On December 30, 1885, the school was re-named the McClellan School in honor of George Brinton McClellan, a major-general in the United States Army during the Civil War; and

WHEREAS, The McClellan School has been a fine representation of Chicago's primary education system for the past century; and

WHEREAS, The McClellan School, through its educational service, has contributed countless fine citizens to the City of Chicago; and

WHEREAS, The late Mayor Richard J. Daley attended the primary grades at the McClellan School; and

WHEREAS, The McClellan School is continuing its educational services through its involvement in the Continuance Development Program which allows the students to progress on their own development levels; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, and the Members of the City Council duly assembled this 22nd Day of October, 1981, do hereby commend the McClellan School for its outstanding educational achievements and urge all citizens to take cognizance of the history of this fine educational asset of our City; and

Be It Further Resolved, That a suitable copy of this Resolution be prepared and presented to the faculty and students of the McClellan School.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Alderman Huels also presented a proposed ordinance to grant permission and authority to Acorn Cushion Spring Company, Inc., to maintain and use as now constructed a retractable loading platform on the westerly side of W. 32nd Street between S. Shields and S. Princeton Avenues, located at No. 325 W. 32nd Street; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN KELLAM (18th Ward):

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF
S. BISHOP ST. FOR SCHOOL PURPOSES.

A proposed order to grant permission to the Board of Education/John W. Cook Elementary School, No. 8150 S. Bishop Street, to close to traffic the No. 8100 block of S. Bishop Street on all school days for school purposes; which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN MARZULLO (25th Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2431 W. Lexington Street,
No. 2421 W. Taylor Street,

No. 2451 W. Fillmore Street,
No. 2455 W. Fillmore Street,
No. 2418 W. Grenshaw Street,
No. 2427 W. Grenshaw Street,
No. 2447 W. Grenshaw Street, and
No. 2358 W. Roosevelt Road

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity, now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 2431 W. Lexington Street,
No. 2421 W. Taylor Street,
No. 2451 W. Fillmore Street,
No. 2455 W. Fillmore Street,
No. 2418 W. Grenshaw Street,
No. 2427 W. Grenshaw Street,
No. 2447 W. Grenshaw Street, and
No. 2358 W. Roosevelt Road

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

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

Nays--None.

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

Presented for

ALDERMAN RAY (27th Ward):

Referred--PROPOSED ORDINANCE FOR INSTALLATION OF BUS PASSENGER
SHELTER AT SPECIFIED LOCATION.

Alderman Nardulli presented a proposed ordinance to memorialize the Chicago Transit Authority to install a bus passenger shelter on W. Madison Street, commencing from a point 5 feet west of the west property line of S. Canal Street and extending 75 feet west thereof; which was Referred to the Committee on Local Transportation.

Presented by

ALDERMAN CAROTHERS (28th Ward):

Referred--PROPOSED ORDINANCE MEMORIALIZING CHICAGO
TRANSIT AUTHORITY TO INSTALL BUS PASSENGER
SHELTER ON N. CICERO AVE.

A proposed ordinance to memorialize the Chicago Transit Authority to install a bus passenger shelter

on N. Cicero Avenue at its intersection with W. Hubbard Street; which was *Referred to the Committee on Local Transportation*.

Presented by
ALDERMAN FARINA (36th Ward):

Congratulations and Best Wishes Extended to Monsignor Joseph F. Kobylarz on His 25th Anniversary as a Priest.

A proposed resolution reading as follows:

WHEREAS, Very Reverend Joseph F. Kobylarz, Senior Priest of the Polish National Catholic Church, presently assigned as Pastor of Saints Cyril and Methodius Church; and

WHEREAS, Monsignor Kobylarz was born in Peckville, Pennsylvania, attended school in Scranton, Pennsylvania, and was ordained at All Saints Cathedral of the Polish National Catholic Church, in Chicago, on December 10, 1956; and

WHEREAS, Monsignor Kobylarz has been Pastor of Saints Cyril and Methodius Church for the past twenty-three years, having served as an Assistant Pastor of All Saints Cathedral for the two years previous to being assigned to a pastorate; and

WHEREAS, He has dedicated his life in the service of his church, to the people of the community as its religious leader; and

WHEREAS, Monsignor Kobylarz is an exemplary religious leader, ministering to the faithful and assisting in the continual betterment of the community; and

WHEREAS, Monsignor Kobylarz will be honored on the occasion of his Twenty-fifth Anniversary as a Priest on November 15, 1981, at Venice Banquet Hall on Fullerton Avenue; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 22nd day of October, 1981, do hereby extend heartiest congratulations and best wishes to Monsignor Joseph F. Kobylarz on this great day, and further ask God's blessing on this fine priest; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Monsignor Joseph F. Kobylarz.

Alderman Farina moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Farina, the foregoing proposed resolution was *Adopted*.

Presented by
ALDERMAN CASEY (37th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Austin Bank of Chicago to maintain and use as now constructed an ornamental revolving clock attached to the building at the southwest corner of N. Waller Avenue and W. Lake Street (No. 5645 W. Lake Street); which was *Referred to the Committee on Local Industries, Streets and Alleys*.

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Alderman Casey also presented a proposed order for issuance of a permit to Rockne Theatre Inc., to maintain and use an existing canopy attached to the building or structure located at No. 5825 W. Division Street; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE, ETC.

Alderman Casey also presented a proposed order to grant permission to Austin Business Council/Don O'Connell, No. 5352 W. Chicago Avenue, for the conduct of an Autumn Fest and sidewalk sale on both sides of W. Chicago Avenue between N. Austin and N. Laramie Avenues on Saturday, October 24, 1981; which was *Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE AMENDMENT TO
BUSINESS PLANNED DEVELOPMENT NO. 98, ETC.

A proposed ordinance to discontinue the ordinance amending Business Planned Development No. 98 which was enacted on July 8, 1980, while the Business Planned Development No. 98 enacted as amended on June 22, 1973 shall remain in full force and effect; which was *Referred to the Committee on Buildings and Zoning.*

Presented by
ALDERMAN OBERMAN (43rd Ward):

*Drafting of Ordinance Directed for Vacation of
Specified Public Ways.*

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. Lakewood Avenue lying between the southwesterly line of N. Lakewood Avenue and a line 135 feet southwesterly thereof; also, the vacation of the northwesterly-southeasterly 18.3-foot public alley lying between a line 158 feet northwesterly of and parallel with the northwesterly line of N. Lakewood Avenue and the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company for Sheffield Foundry Company (No. 32-43-81-754); 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.*

Presented by
ALDERMAN SCHULTER (47th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 34 OF
MUNICIPAL CODE CONCERNING INSTALLMENT OF
TEMPORARY ADVERTISING BANNERS IN
DESIGNATED COMMERCIAL DEV.
DISTRICTS.

A proposed ordinance to amend Chapter 34 of the Municipal Code by adding a new section to be known as Section 34-5.1 concerning the installment of temporary advertising banners in designated commercial development districts; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE FOR GRANT OF
PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Carl Gorr Printing Co. to maintain and use a one-story covered bridge or passageway over the east-west public alley south of W. Byron Street in the rear of the premises at No. 1801 W. Byron Street; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND GRANT OF
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to amend the grant of privilege to Hwa Ja Lim to maintain and use a ventilating shaft over the sidewalk and attached to No. 5600 N. Ridge Avenue, which ordinance was passed by the City Council on March 31, 1981, by striking out of Section 1 and Section 2 the words and figures "Hwa Ja Lim" and "April 12, 1981" and inserting in lieu thereof the words and figures "Hyung H. Woo" and "October 1, 1981" respectively; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATIONS OF WARRANTS
FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the Aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits

- BY ALDERMAN SHUMPERT (24th Ward):
St. Agatha Church, No. 3151 W. Douglas Boulevard--construction of a worship and educational facility.
- BY ALDERMAN PUCINSKI (41st Ward):
St. James Lutheran Church, No. 7400 W. Foster Avenue--installation of an elevator.
- BY ALDERMAN OBERMAN (43rd Ward):
Chicago Academy of Sciences, No. 2001 N. Clark Street--renovation of lobby.

License Fee Exemptions

- BY ALDERMAN MARZULLO (25th Ward):
Schwab Rehabilitation Hospital, No. 1401 S. California Avenue
- BY ALDERMAN NATARUS (42nd Ward):
Northwestern Memorial Hospital, Superior Street and Fairbanks Court.
- BY ALDERMAN ORR (49th Ward):
Augustana Center for Developmentally Disabled Children, No. 7464 N. Sheridan Road.

Cancellation of Warrants for Collection

- BY ALDERMAN BLOOM (5th Ward):
Hyde Park Neighborhood Club, No. 5480 S. Kenwood Avenue--mechanical ventilation inspection.
- University of Chicago, No. 5801 S. Ellis Avenue (5519 S. Blackstone Avenue)--building inspection.

The University Church, No. 5655 S. University Avenue--boiler and fuel burning equipment inspection.

BY ALDERWOMAN HUMES (8th Ward):

Chicago Association for Retarded Citizens, No. 7811 S. Stony Island Avenue--mechanical ventilation inspections (3).

South Shore United Methodist Church, No. 7350 S. Jeffery Boulevard--mechanical ventilation inspection.

BY ALDERMAN MADRZYK (13th Ward):

Helen and Fernly Harris School (Chicago Association for Retarded Citizens) Nos. 6004-6006 S. Pulaski Road--mechanical ventilation inspections (2).

Helen and Fernly Harris School (Chicago Association for Retarded Citizens), Nos. 6004-6006 S. Pulaski Road--refrigeration equipment inspection.

BY ALDERMAN BRADY (15th Ward):

Southwest Training Center, Nos. 2048-2058 W. 59th Street--mechanical ventilation inspections (3).

Southwest Training Center, No. 2050 W. 59th Street--unfired pressure vessel inspection.

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Hospital, No. 1401 S. California Avenue--mechanical ventilation inspection.

BY ALDERMAN NARDULLI (26th Ward):

St. Mary of Nazareth Hospital Center, No. 2233 W. Division Street--elevator inspections (2).

BY ALDERMAN HAGOPIAN (30th Ward):

West Town Work Center (Chicago Association for Retarded Citizens), No. 1801 N. Spaulding Avenue--boiler and fuel burning equipment inspection.

Young Men's Christian Association, No. 3600 W. Fullerton Avenue--refrigeration equipment inspection.

BY ALDERMAN CASEY (37th Ward):

St. Anne's Hospital, No. 4950 W. Thomas Street--elevator inspection.

St. Anne's Hospital, No. 4950 W. Thomas Street--parking sign maintenance and inspection.

St. Anne's Hospital, No. 4950 W. Thomas Street--"No Parking" Signs maintenance and inspection.

BY ALDERMAN LAURINO (39th Ward):

Sauganash Community Church, No. 4541 W. Peterson Avenue--refrigeration equipment inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Convent, No. 7432 W. Talcott Road--elevator inspection.

Resurrection High School, No. 7500 W. Talcott Road--refrigeration equipment inspection.

BY ALDERMAN NATARUS (42nd Ward):

Fourth Presbyterian Church, No. 216 E. Chestnut Street--elevator inspection.

Northwestern Memorial Hospital, Superior Street and Fairbanks Court for their premises located at No. 2110 W. Walnut Street--elevator inspection.

Northwestern Memorial Hospital, Superior Street and Fairbanks Court for their premises located at No. 520 W. 36th Street and No. 303 E. Superior Street--mechanical ventilation inspections.

BY ALDERMAN OBERMAN (43rd Ward):
St Joseph Hospital, No. 2900 N. Lake Shore Drive for their premises located at No. 2821 N. Commonwealth Avenue--driveway maintenance inspection.

BY ALDERMAN AXELROD (46th Ward):
Louis A. Weiss Hospital, No. 4646 N. Marine Drive--parking sign maintenance inspection.

BY ALDERWOMAN VOLINI (48th Ward):
Louis A. Weiss Hospital, No. 4646 N. Marine Drive (premise address: No. 4646 N. Clarendon Avenue)--parking sign maintenance inspection.

BY ALDERMAN ORR (49th Ward):
Rogers Park Baptist Church, No. 1900 W. Greenleaf Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN STONE (50th Ward):
Korean Central Church, No. 6558 N. Artesian Avenue--boiler and fuel burning equipment inspection.

Misericordia Home, No. 6300 N. Ridge Avenue--elevator inspections (2).

Refund of Fee

BY ALDERMAN OBERMAN (43rd Ward):
Daughters of Charity/H. Ray Anderson & Associates, Inc., No. 4917 N. Ravenswood Avenue--building permit fee.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (October 6, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, October 6, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Lipinski moved to *Correct* said printed Official Journal as follows:

Page 7368 - by deleting the name "Kellam" appearing on the fourth and eighteenth lines from the top of the page and inserting the name "Kelley" in lieu thereof;

Page 7369 - by deleting the name "Kellam" appearing on the fourteenth line from the top of the page and inserting the name "Kelley" in lieu thereof.

The motion *Prevailed*.

Alderman Natarus next moved to *Correct* said printed Official Journal as follows:

Page 7457 - by deleting the letters "GGG" appearing in the tenth line from the top of the page and inserting the numbers "666" in lieu thereof;

The motion *Prevailed*.

Thereupon Alderman Madrzyk 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.

**Approval Given to Mayor's Appointment of
Mr. Raul Villalobos as Member of Board of
Education.**

On motion of Alderman Lipinski the City Council took up for consideration the report of the Committee on Education deferred and published in the Journal of the Proceedings of October 6, 1981, page 7368, recommending that the City Council approve the Mayor's appointment of Mr. Raul Villalobos as a member of the Board of Education.

On motion of Alderman Lipinski said appointment of Mr. Raul Villalobos was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Evans, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--29.

Nays--Aldermen Bloom, Bertrand, Humes, Huels, Barden, Streeter, Kellam, Sheahan, Kelley, Davis, Oberman, Volini, Orr--13.

**Approval and Adoption of Goals, Objectives, Etc.
Contained in North Loop Guidelines for
Conservation and Redevelopment.**

On motion of Alderman Gabinski the City Council took up for consideration the report of the Committee on Housing, City and Community Development deferred and published in the Journal of the Proceedings of October 6, 1981, pages 7373-7377, recommending that the City Council pass a proposed ordinance transmitted with the committee's report for approval and adoption of goals, objectives, parameters and principles contained in the North Loop Guidelines for Conservation and Redevelopment.

Alderman Gabinski moved to *Pass* said proposed ordinance.

Alderman Bloom presented an amendment, which reads as follows:

"Section 4(f) of the Ordinance is amended to add the following sentence:

"Specifically no parcel of land in the North Loop Development Area shall be offered for sale unless and until the City Council shall have approved the redevelopment parameters referred to in Section 4(B) and any request For Proposal or other document establishing specifications for bids."

Alderman Gabinski moved to *Lay the Amendment on the Table*.

The Motion to Lay on the Table *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--39.

Nays--Aldermen Bloom, Lipinski, Davis, Marcin, Oberman, Volini, Orr--7.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schuler, Volini, Stone--40.

Nays--Aldermen Bloom, Davis, Oberman, Orr--4.

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

The following is said ordinance as passed:

WHEREAS, The Central Business District of Chicago is the hub of commercial and related activity in the Midwest Region; and

WHEREAS, Over the years the City administration has continually and actively supported and engaged in efforts to improve both the business and commercial climate and the physical conditions in the Central Business District; and

WHEREAS, Over the years there has been disinvestment and a decline in commercial activity and the physical condition of commercial properties in the north central portion of the traditional "Loop" which are within the Central Business District; and

WHEREAS, The Commercial District Development Commission was created on May 8, 1975 by Ordinance of the City Council of the City of Chicago to provide for the eradication and elimination of blighted commercial areas and the rehabilitation and redevelopment of those areas for commercial and related and compatible purposes; and

WHEREAS, On March 20, 1979, the Commercial District Development Commission of the City of Chicago adopted a Resolution designating the "Blighted Commercial Area: North Loop" as a blighted area in need of Commercial redevelopment and adopted a Resolution approving the Redevelopment Plan for said area; and

WHEREAS, On March 29, 1979 the City Council of the City of Chicago approved the March 20, 1979 Resolution of the Commercial District Development Commission designating the "Blighted Commercial Area North Loop" and approved the March 20, 1979 Resolution of the Commission adopting the Redevelopment Plan for said area; and

WHEREAS, The *North Loop Guidelines for Conservation and Preservation* dated March, 1981, was published by the Commercial District Development Commission as a statement to further elucidate the goals, objectives, parameters and principles to be considered and followed through the redevelopment of the North Loop area; and

WHEREAS, On March 31, 1981, following an extended public hearing and discussion on the *North Loop Guidelines for Conservation and Redevelopment*, the Commercial District Development Commission adopted a Resolution approving the *North Loop Guidelines*; and

WHEREAS, The Chicago Plan Commission conducted public hearings and discussion of the *North Loop Guidelines for Conservation and Redevelopment* on April 21, 1981 and on April 27, 1981, during which hearings numerous proposed revisions were presented to and considered by the Chicago Plan Commission; and

WHEREAS, On April 27, 1981 the Chicago Plan Commission adopted a Resolution approving the *North Loop Guidelines for Conservation and Redevelopment* approving certain specific revisions thereto; and

WHEREAS, The *North Loop Guidelines for Conservation and Redevelopment* (revised May, 1981) and the records of the proceedings of public hearings held by the Commercial District Development Commission and the Chicago Plan Commission, as well as the relevant respective Resolutions approved by those Commissions have been conveyed to the City Council of the City of Chicago for review and consideration; now, therefore,

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

SECTION 1. The goals and objectives which shall govern the present and future conservation and redevelopment efforts and programs for the North Loop Redevelopment Area are the following:

The primary goal is to improve the quality of life in Chicago by eliminating the influences of as well as the manifestations of both physical and economic blight in the North Loop area.

The second goal is to provide sound economic development in the North Loop and the Central Business District.

The third goal is to generate a redevelopment effort in the North Loop which represents the very best that Chicago can do with this very complex redevelopment opportunity.

The fourth goal is to energize the North Loop area to make it an important activity center contributing to the regional focus of the Central Business District.

The following statements are the Objectives which are to be considered by all participants in the design and implementation of rehabilitation and redevelopment efforts in the North Loop:

1. Provide Guidelines which will insure a sound relationship between those with public sector responsibilities and those with developmental entrepreneurial, cultural or other private interests.
2. Insure that the overall development reflects a deep sense of human scale and values.
3. Improve and strengthen general land and space use relationships.
4. Stimulate mixed use development to encourage a more fully rounded community.
5. Provide a net benefit to the City in jobs and in tax revenue.
6. Maintain, upgrade and reinforce the retail character of the State Street Mall frontage, emphasizing quality over quantity in all retail development.
7. Encourage residential development to be situated above other uses where appropriate.
8. Balance and coordinate new development concepts and efforts with those related to existing structures and patterns of use.
9. Encourage the conservation and preservation of certain structures, including those with historical or architectural significance, those which can be recycled for cultural and entertainment purposes, and which will be given an economic life comparable to newly-developed structures.
10. Maintain the primary focus for pedestrian activity at the street level.
11. Permit the development of a limited system of grade-separated pedestrian facilities which emphasizes east-west movement, which relates appropriately to existing pedestrian facilities, and which is predominately below-grade.

12. Establish east-west pathways through the area to facilitate pedestrian movement.
13. Provide land in parcels of sufficient size and configuration so as to permit economic redevelopment.
14. Develop both daytime and nighttime activities and cultural resources.
15. Provide needed incentives to encourage a broad range of improvements, including housing and new cultural facilities, in both rehabilitation and new development efforts.
16. Encourage the participation of minorities and women and veterans in the professional and investment opportunities involved in the development of North Loop.
17. Achieve architectural and design excellence.

SECTION 2. Certain structures are mandated to be retained in the North Loop Redevelopment Area:

1. The Reliance Building
2. The Chicago Theater/Page Brothers Building
3. The McCarthy Building
4. The Delaware Building
5. The Oliver Building
6. The Selwyn/Harris Theaters
7. The Ryan Insurance Building
8. The Dearborn Street Commonwealth Edison Substation.

SECTION 3. The tables depicting "Parameters for Minimum Development" and "Parameters for Maximum Development," as well as the notes related to those tables, all as shown on page 19 of the document entitled *North Loop Guidelines for Conservation and Redevelopment*, published by the City of Chicago, Commercial District Development Commission in March, 1981 and revised in May, 1981 are hereby incorporated into this Ordinance by reference.

SECTION 4. The City, through its several Agencies, Commissions, and other organizational constructs, shall use the following principles as a framework for public decision-making in the North Loop Redevelopment Project.

A. The City will continue to seek comment and input from all sources, particularly from civic and other interested organizations on these Guidelines. Public hearings will be conducted on these Guidelines and related ordinances by the Commercial District Development Commission, the Chicago Plan Commission and the City Council and its Committees.

B. Following approval of the Guidelines, the City will prepare further definitive information on the development parameters for each block. Those redevelopment parameters will be consistent with these Guidelines. Further, the City may prepare further information on groupings of Blocks in anticipation of an offering of land or a particular development proposal.

C. The City will hold land in public ownership for the least possible time commensurate with successful negotiation with a developer for redevelopment according to these Guidelines.

D. The City will pursue a Planned Development Amendment to the Chicago Zoning Ordinance for all properties it acquires and sells for redevelopment, consistent with Planned Development provisions of the Chicago Zoning Ordinance.

E. The City will dispose of the land in the North Loop Redevelopment Area through an open, fair and orderly process. Any and all offers to purchase land will be evaluated according to the following criteria: price offered, conformity to these Guidelines and allocations of use and density contained herein, evidence of financial capacity, experience in development, nature and type of contributions to the project, staging, the nature of the development proposal, and design and architecture. This process will also include public hearings before the Commercial District Development Commission and the City Council and its Committees.

F. The City will conclude a Redevelopment Agreement with each developer of property in the project area, and that Redevelopment Agreement will provide all the necessary guarantees that development will conform to these Guidelines and other pertinent factors.

G. The City will provide relocation assistance for all those businesses and individuals who are displaced by public acquisition and demolition. As a special and necessary collateral effort, the City will participate in the relocation of the Greyhound and Trailways bus terminals now located in the North Loop project area.

SECTION 5. *The North Loop Guidelines for Conservation and Redevelopment*, dated May, 1981 as revised, is hereby accepted as a framework within which specific development proposals will be separately reviewed and considered.

SECTION 6. This ordinance shall take effect on and after ten days from the date of its due passage.

M I S C E L L A N E O U S B U S I N E S S .

Presence of Visitors Noted.

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of the following visitors:

Thirteen students from the Woodstock High School, Woodstock Illinois, accompanied by Donna Karetos, Marge Janik and Jan Cummings;

Sixty students from Manley High School (25th Ward), accompanied by Mr. Frank Johnson;

Sixty students from Prosser High School (37th Ward), accompanied by Mrs. Wayne and Miss Blumenthal.

The visitors were warmly welcomed and Mayor Byrne invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Thursday, the twenty-second (22nd) day of October, 1981, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourth (4th) day of November, 1981, at 10:00 A.M., in the Council Chamber in the City Hall.

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

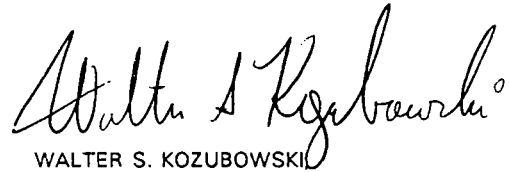
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, 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 Wednesday, November 4, 1981, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI
City Clerk.