

COPY



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

Regular Meeting—Friday, December 18, 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone.

Absent--Aldermen Kelley, Ray.

Call to Order.

On Friday, December 18, 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 that time: 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, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Quorum Present.

Invocation.

Rabbi Arnold Kaiman, Kol Ami, opened the meeting with prayer.

**Mt. Carmel High School Football Team Captures 1981
Prep Bowl Championship.**

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

WHEREAS, Mt. Carmel High School football team has captured the 1981 Prep Bowl Championship by defeating Robeson Public High School in an exciting contest at Soldier Field on December 5, 1981; and

WHEREAS, This performance by Mt. Carmel marked the ninth time the "Caravan" has won the Prep Bowl title, and it is the 30th triumph for a Catholic League team since the game began in 1934; and

WHEREAS, Tony Furganic, the "Caravan's" outstanding offensive and defensive lineman, emerged as "Player of the Year" and captain of the All State team; and

WHEREAS, Coach William Barz and his assistants have worked diligently to hone the competitive edge of the football squad, ever mindful of the players' primary responsibility for excellence in the classroom; and

WHEREAS, Mt. Carmel High School, 6410 South Dante is located in the 5th Ward in Chicago and has been serving the community for 81 years, producing many of Chicago's most outstanding citizens; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled at a meeting this 18th day of December, 1981, do hereby express their pride and admiration for the Mt. Carmel High School football team, and that all citizens applaud the principal, coaches and players of this great team for its victories in the Prep Bowl competition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mt. Carmel High School football team.

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

On motion of Alderman Bloom (seconded by Alderman Vrdolyak) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Mt. Carmel High School Football Team, the "Caravan". Principal Father Robert Carroll accepted the trophy and he and Coach William Barz both expressed their appreciation for the honor accorded them. Team Captain Tony Furganic was also awarded a trophy as Player of the Year. The participants were enthusiastically applauded by the Members of the City Council and the assembled guests.

Robeson High School Football Team Winners of 1981 Chicago Public League Football Championship.

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

WHEREAS, The 1981 Chicago Public High School Football Championship was won by the "Raiders" of Robeson High School who defeated Lindblom High School by a score of 38 to 8 at Soldier Field on November 28; and

WHEREAS, This victory gave Robeson its first Public League title since 1970, when it was Parker High School; and

WHEREAS, As a result of the dominance in the 1981 Public School League the "Raiders" met the Catholic League winner, Mt. Carmel High School of Chicago for the state championship at Soldier Field on December 5, with the Mt. Carmel team winning; and

WHEREAS, Both Robeson and Mt. Carmel High Schools are truly representative of the excellent coaching and splendid talent in their respective football leagues; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the City Council, in a meeting assembled this 18th day of December, 1981, that we extend to the Robeson "Raiders" football team, their coach, Roy Curry, and the students and faculty of Robeson High School our heartiest congratulations for winning the 1981 Public High School Football Championship and for their excellent sportsmanship while participating in the Prep Bowl; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Robeson High School football team.

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

Honorable Jane M. Byrne, Mayor, presented a trophy to the Robeson High School Football Team, the "Raiders". Coach Roy Curry accepted the trophy and both he and Principal Jacqueline Simmons expressed their gratitude at being so honored. The participants were warmly applauded by all the Members of the City Council and assembled guests.

Tribute to Late John J. King.

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

WHEREAS, John J. King, former Deputy Commissioner of the City's old Department of Consumer Sales, Weights and Measures, died at his home in Florida on December 7, 1981; and

WHEREAS, Mr. King served as a special commissioner in Municipal Court investigating the retail credit business in 1960 before his appointment to the post of Deputy Commissioner; and

WHEREAS, Mr. King was a dedicated public servant and rendered many years of outstanding service to the City of Chicago before moving to Florida; and

WHEREAS, Mr. King's reputation and background in public service in Chicago earned him the job as assistant state's attorney in Broward County, Florida, where he served for four years until he was elected a county judge in 1977; and

WHEREAS, Mr. King was appointed to the Circuit Court bench in Broward County by Governor Robert Graham after serving three years as a county judge; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled at a meeting this 11th day of December, 1981, do extend their heartfelt sympathies to his wife Catherine and other members of his family in this time of sorrow; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John L. King.

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*, unanimously, by a rising vote.

Tribute to Late Harry G. Hershenson.

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 Harry G. Hershenson on November 30, 1981 brought to an end the career of a greatly distinguished Chicago jurist, soldier and statesman whose passing has been widely mourned; and

WHEREAS, The former Circuit Court Judge and World War II governor of Naples and Milan, Italy, died at his home, 3750 North Lake Shore Drive, at the age of 83; and

WHEREAS, Mr. Hershenson served for 24 years as a judge, retiring in 1977, and was considered an authority in the field of matrimonial law; and

WHEREAS, Mr. Hershenson served as an Army private in World War I and as a colonel in World War II, and was twice named a papal knight by Pope Pius XII for his service as a military governor in Italy; and

WHEREAS, Mr. Hershenson was for many years active in civic and philanthropic affairs, being a founder of the Israel Bond campaign in the Chicago area, and in 1978 was made a member of the Senior Citizens Hall of Fame; now, therefore,

Be It Resolved, That the Mayor and the Members of the Chicago City Council assembled in a meeting this 18th day of December, 1981 express our own and the community's sorrow at the loss of a most valuable citizen and extend to his bereaved wife, Anita, his two daughters Mrs. Jeanne Renee Schennberg and Mrs. Anne Sharfman and his stepson, Dr. Sander Marcus, our most sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harry G. Hershenson.

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

Tribute to Late Judge Irwin B. Clorfene.

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 former Circuit Court Judge Irwin B. Clorfene on December 6 has saddened his many friends and admirers among the membership of this body and in the Chicago community; and

WHEREAS, During the period of his service as a Cook County jurist, from 1943 to 1952, Judge Clorfene became known and respected for his thorough knowledge of the law, for his ideal temperment, and impartiality in judgement; and

WHEREAS, Judge Clorfene was a graduate of Kent Law School, taught in the public school system from 1922 to 1932, and was an assistant State's Attorney from 1932 to 1943, active in all areas of the duties of a people's lawyer; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago hereby express our regret at the demise of a valued Chicago citizen and extend to his wife, Sarah, and the bereaved members of his family our most sincere condolences; and

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

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

On motion of Alderman Natarus the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Tribute to Late John Tweedle.

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

WHEREAS, The sudden death of John Tweedle, City Hall photographer, on Tuesday, December 8 shocked his co-workers and many friends; and

WHEREAS, John Tweedle joined the City as chief photographer in 1978 after working as a staff photographer for the Chicago Daily News from 1964 through 1968 and again from 1974 through 1978; and

WHEREAS, John Tweedle earned his bachelor's degree in media communications from Northeastern Illinois University and a master's degree in communication science from Governor's State University; and

WHEREAS, John Tweedle made special use of his time while studying for his bachelor's and master's degrees, working as a producer-director at WTTW-TV and as a teacher of photography at Olive Harvey and Kennedy King colleges in Chicago; and

WHEREAS, John Tweedle was the proud recipient of photographic awards from the Chicago chapter of Sigma Delta Chi, the Illinois Press Photographers Association and the Chicago Press Photographers Association; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, at a meeting assembled this 18th day of December, 1981, do hereby give expression to our and the community's regret at the passing of John Tweedle and extend to his beloved wife, Dianne and daughter, Misha, and other relatives, our heartfelt condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the family of John Tweedle.

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

On motion of Alderman Frost (seconded by Alderman Evans and Alderman Bertrand) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Tribute to Late Joseph Donahue.

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

WHEREAS, The Reverend Joseph Donahue was called by Almighty God to his eternal rest on Monday, December 7, 1981; and

WHEREAS, Father Donahue, Chaplain for the Chicago and Cook County Building and Construction Trades Council and the Illinois AFL-CIO was nationally known for his good work in civic and labor circles; and

WHEREAS, Father Donahue lived in St. Brendan's Parish as a youngster and later became an apprentice in the labor movement as a latherer; and

WHEREAS, Father Donahue continued his academic studies earning his master's degree at Loyola University and a doctor's degree in Social Work Administration at the University of Chicago; and

WHEREAS, Father Donahue was ordained a priest in 1940 and served as an associate pastor at St. Viator Catholic Church in Chicago, on two occasions, once from 1949 to 1952 and again from 1963 to 1964, and he also served as chaplain for five years at Manteno State hospital until 1969; and

WHEREAS, Father Donahue long served as an assistant to the President of Chicago and Cook County Building and Construction Trades Council and as the organizations Chaplain; and

WHEREAS, While attending a labor convention in Washington, D.C. on March 30, 1981, Father Donahue was the priest who administered Last Rites of the Roman Catholic Church to President Reagan's Press Secretary, James Brady, and others injured after the assassination attempt upon the President outside of the Washington Hilton Hotel; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago in a meeting assembled this 18th day of December, 1981, offer our sincere condolences to his three sisters and other members of his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of the Reverend Joseph Donahue.

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

Tribute to Late William H. Harvey.

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 William H. Harvey on December 16, 1981 is regretted by the members of this body, the people of the Second Ward, and the community at large; and

WHEREAS, Mr. Harvey served as Alderman of the Second Ward for twenty-five years and as a member of the Cook County Board of Commissioners for six years; and

WHEREAS, Mr. Harvey's apprenticeship in public life began as a secretary to the late Congressman William Dawson, and his career as a Council member and County Commissioner was distinguished by continuing militancy in the cause of equal opportunity and anti-discrimination; and

WHEREAS, Mr. Harvey was a director of the Negro Labor Relations League and was active and effective in securing jobs for blacks in public utilities, trucking, and other industries; now, therefore,

Be It Resolved, By the Mayor and Members of the City Council of the City of Chicago, assembled this 18th day of December, 1981 that we do hereby express our sorrow at the passing of former Alderman Harvey, our appreciation of his notable service to Chicago, and extend to his daughter Millicent, his son Vernon, and his sister Bertha our most sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Alderman William H. Harvey.

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

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

**Polish Solidarity Resolution Adopted at Chicago Rally
on December 16, 1981.
(Motion to Suspend Rules)**

Alderman Pucinski moved to *Suspend the Rules Temporarily* to take up out of the Regular Order of Business a resolution adopted at the Solidarity Rally in Chicago on December 16, 1981. The motion *Prevailed*.

Said proposed resolution was presented by Alderman Pucinski and reads as follows:

WHEREAS, We hold the Communist Party of Poland fully responsible for deliberately leading the Polish nation to economic disaster and for destroying Solidarity and its struggle for human rights by:

- 1) Refusing to implement the commitments that were made to Solidarity and the Polish people in the Gdansk Agreement of 1980.
- 2) Deliberately delaying plans to carry out economic reforms critical to the well-being of Poland; and

WHEREAS, To further repress the Polish people's human rights and civil liberties, the Communist Party of Poland has now imposed Martial Law which includes reprehensible measures such as the death penalty for failure to report to work; now, therefore,

Be It Resolved, That we condemn the imposition of Martial Law on the Polish people in direct contravention of the human rights principal of the Helsinki Agreement and urge that it be rescinded in its entirety forthwith;

That all arrested members of Solidarity be immediately released;

That we strongly urge the government of the Polish People's Republic to enter into immediate bona fide negotiations with Solidarity to restore political stability and economic viability of the country;

That we endorse and reiterate the policy of President Reagan's Administration, as enunciated by Secretary of State Alexander Haig, that the Polish renewal must be allowed to proceed unimpeded;

That we express our understanding and full support for the Polish people's valiant, historic struggle for freedom and independence, as led by the Independent, Self-Governing Trade Union Solidarity, under the leadership of Lech Walesa, and as led by the Church in Poland;

That we pledge to continue our efforts to help the Polish people in their great hour of need and call upon all Americans and all freedom loving people to join in this effort; and

Be It Further Resolved That we trust the resolution of Poland's critical problems will be guided by restraint and consideration for the well-being and restoration of human rights and civil liberties of the Polish people.

On motion of Alderman Pucinski (seconded by Aldermen Farina, Mell, Madrzyk, Hagopian, Davis, Marcin, Rittenberg, Gabinski, Lipinski and Martinez) the foregoing resolution that was adopted at the Solidarity Rally was also adopted by the City Council of the City of Chicago by a viva voce vote.

**Congratulations Extended Austin Bank of Chicago Upon 90
Years of Continuous Service to Austin Community.
(Motion to Suspend Rules)**

Alderman Casey moved to *Suspend the Rules Temporarily* to take up out of the Regular Order of Business a proposed resolution. The motion *Prevailed*.

The proposed resolution reads as follows:

WHEREAS, This year marks the 90th Anniversary in which the Austin Bank of Chicago has diligently served the Austin Community of our great City; and

WHEREAS, Austin Bank of Chicago is the City's oldest established bank west of the Loop; and

WHEREAS, The Austin Bank has demonstrated its enduring commitment to strengthening Austin, and its faith in the future of the neighborhood, by creating a special fund of \$900,000.00 to be used for making local home improvement loans; and

WHEREAS, The leaders of this great City are always cognizant of the stability and contribution of its businesses; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 18th day of December, A.D. 1981, do hereby offer our congratulations and best wishes to Austin Bank of Chicago, as well as our extreme gratitude for Austin Bank's 90 years of continuous and dedicated service to the Austin Community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Austin Bank of Chicago.

On motion of Alderman Casey (seconded by Alderman Davis) the foregoing resolution was Adopted, unanimously.

REGULAR ORDER OF BUSINESS RESUMED

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*MAYOR'S APPOINTMENT OF ANTHONY N. FRATTO AS
CITY COMPTROLLER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 18, 1981.

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

LADIES AND GENTLEMEN--I appoint Mr. Anthony N. Fratto as Comptroller of the City of Chicago and respectfully request your approval of this appointment.

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

Referred-- PROPOSED ORDINANCE TO AMEND CHAPTER 132 OF MUNICIPAL
CODE BY ADDITION OF NEW SECTIONS CONCERNING MUNICIPAL
AUTOMOBILE RENTING OCCUPATION TAX ACT AS PASSED BY
GENERAL ASSEMBLY.

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

December 18, 1981

COMMUNICATIONS, ETC.

8413

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 18, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance adding Sections 132-49 and 132-50 to Chapter 132 of the Municipal Code of Chicago in order to comply with the Municipal Automobile Renting Occupation Tax Act as passed by the General Assembly. These sections impose a new tax on the gross receipts of renters of automobiles in the City, replacing the revenue lost from the new exemption given under the Municipal Retailers' Occupation Tax Act to such renters.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 132.1 OF MUNICIPAL
CODE BY ADDITION OF NEW SECTIONS CONCERNING MUNICIPAL
AUTOMOBILE RENTING USE TAX ACT AS PASSED BY
GENERAL ASSEMBLY.

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

December 18, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance adding Sections 132.1-3 and 132.1-4 to Chapter 132.1 of the Municipal Code of Chicago in order to comply with the Municipal Automobile Renting Use Tax Act as passed by the General Assembly. These sections impose a new Tax on the privilege of using in the City automobiles rented from a rentor outside Illinois, replacing the revenue lost from the new exemption given under the Municipal Use Tax Act to such persons.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE BY
ADDITION OF NEW CHAPTER 194C CONCERNING SPECIAL SIGN
ORDINANCE FOR STATE STREET MALL.

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

December 11, 1981.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the State Street Mall Commission, I transmit herewith a proposed ordinance adding Chapter 194 C to the Municipal Code of Chicago, providing a Special Sign Ordinance for the State Street Mall.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE LEVY OF TAXES TO
PAY GENERAL OBLIGATION NOTES (CORPORATE FUND), SERIES OF
SEPTEMBER 1981-A.

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

December 18, 1981.

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

LADIES AND GENTLEMEN--At the request of the Acting Comptroller of the City of Chicago, I transmit herewith an ordinance levying taxes to pay General Obligation Notes (Corporate Fund), Series of September, 1981-A. This ordinance is submitted in compliance with the note ordinance.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE A DEFERRED
COMPENSATION PLAN FOR ELIGIBLE CITY EMPLOYEES, ETC.

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

December 18, 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 Personnel, I transmit herewith an ordinance providing for the approval of a Deferred Compensation Plan for all eligible employees of the City and authorizing the execution of the Deferred Compensation Plan on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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:

"WFMT DAY IN CHICAGO";
December 13, 1981;

"AMERICAN SOCIETY OF AGRICULTURAL ENGINEERS ANNIVERSARY DAY";
December 16, 1981;

"MASADA OF THE ZOC CHANUKAH TORCH RELAY DAY AND THE ZOC CHANUKAH FESTIVAL DAY";
December 20, 1981.

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 11, 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 December 18, 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 December 11, 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 December 18, 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:

Claims against City of Chicago.

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

Coleman Elvira;

Gabinski Matt, Georgiev Ivan, Ghandi Dinesh, Gomez Felix, Green Burma;

Hawkins Martha;

Iannino Patrick;

Lee Artoe Realty, Liberty Trucking Co.;

Mullaghy Ellen T., Murnane Mary L,

Nenboza Alliance;

Rotunno Ernest;

Simanowicz Michael, Soroka Allen M., Svejkovsky Emily;

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

The City Clerk transmitted communications from Anthony N. Fratto, Acting City Comptroller, under date of December 16, 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 4201-4203 W. Adams Street, which was authorized by ordinance passed August 19, 1981, page 6905, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 7848-7852 S. Ashland Avenue, which was authorized by ordinance passed October 6, 1981, page 7312, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 4412 S. Emerald Avenue, which was authorized by ordinance passed October 6, 1981, page 7315, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 209-215 E. 44th Street/4401-4407 S. Indiana Avenue, which was authorized by ordinance passed October 6, 1981, pages 7322-7323, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 3742 S. Martin Luther King Drive (formerly South Parkway), which was authorized by ordinance passed October 6, 1981, pages 7319-7320, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1255-1257 S. Lawndale Avenue, which was authorized by ordinance passed October 6, 1981, pages 7317-7318, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 5914 S. Sangamon Street, which was authorized by ordinance passed October 6, 1981, pages 7320-7321, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2148 W. Washington Blvd., which was authorized by ordinance passed October 6, 1981, pages 7321-7322 Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2154-2156 W. Washington Blvd., which was authorized by ordinance passed October 6, 1981, page 7322, 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:

Nos. 4201-4203 W. Adams St.

Saint Michael Missionary Baptist Church, 4200 W. Adams Street, Chicago, Illinois 60624: Amount bid \$5,500.00, deposit check \$550.00 (Certified check);

Nos. 7848-7852 S. Ashland Av.

White Castle System, Inc., 555 W. Goodale Street, P.O. Box 1498, Columbus, Ohio 43216-1498: Amount bid \$35,000.00, deposit check \$3,500.00 (Certified check);

No. 4412 S. Emerald Av.

Basil Stefanski, 4408 S. Emerald Avenue, Chicago, Illinois 60609: Amount bid \$6,111.00, deposit check \$611.11 (Cashier's check);

*Nos. 209-215 E. 44th St./
4401-4407 S. Indiana Av.*

New Haven Baptist Church, 4413 S. Indiana Avenue, Chicago, Illinois 60653: Amount bid \$8,100.00, deposit check \$810.00 (Certified check);

No. 3742 S. Martin Luther King Dr.

South Park Baptist Church, 3722 S. Martin Luther King Drive, Chicago, Illinois 60653: Amount bid \$100.00, deposit check \$20.00 (Money order);

Nos. 1255-1257 S. Lawndale Av.

Church of the Living God CWFF Temple No. 93, c/o Hosea Harris, 836 N. Harding Avenue, Chicago, Illinois 60651: Amount bid \$2,720.00, deposit check \$272.00 (Certified check);

No. 5914 S. Sangamon St.

Robert and Betty Stanfield, 7214 S. Oakley Street, Chicago, Illinois 60636: Amount bid \$2,400.00, deposit check \$240.00 (Certified check);

No. 2148 W. Washington Blvd.

Metropolitan M.B. Church, c/o Vernon Ford, Jr., 39 S. LaSalle Street, Suite 1521, Chicago, Illinois 60603:
Amount bid \$3,100.00, deposit check \$310.00 (Certified check);

Nos. 2154-2156 W. Washington Blvd.

Metropolitan M.B. Church, c/o Vernon Ford, Jr., 39 S. LaSalle Street, Suite 1521, Chicago, Illinois 60603:
Amount bid \$5,300.00, deposit check \$530.00 (Certified check).

*Referred--*REQUEST OF AN ORDINANCE TO PROHIBIT PORNOGRAPHIC
CABLE TV STATIONS IN CITY OF CHICAGO.

Also a communication addressed to the City Clerk from John R. Nowak, 8459 S. Manistee Avenue, Chicago, Illinois, requesting that an ordinance be introduced to the City Council prohibiting pornographic Cable TV Stations in the City of Chicago.--*Referred to the Committee on Finance.*

*Referred--*REQUEST OF BD. OF EDUCATION TO CITY COUNCIL TO SELL
CERTAIN SCHOOL LAND TO CHICAGO PARK DISTRICT.

Also a communication received in the City Clerk's office from the Board of Education of the City of Chicago under date of December 17, 1981, requesting that the City Council sell and convey certain school land to the Chicago Park District.--*Referred to the Committee on Finance.*

BIRTHDAY GREETINGS EXTENDED.

Honorable Jane M. Byrne, Mayor, announced that Aldermen Marcin, Kellam, Roti, Burke, Vrdolyak, Barden, Frost, Casey, and Martinez were celebrating their birthdays in December.

On behalf of herself and all the Members of the City Council, the Mayor wished each of the Aldermen a very Happy Birthday.

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Sundry Amendments to the 1982 Annual Appropriation Ordinance.

The Committee on Finance submitted a report recommending that the City Council adopt a series of amendments to the 1982 Annual Appropriation Ordinance.

After debate Alderman Vrdolyak moved the *Previous Question*. The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone--38.

Nays--Aldermen Bloom, Bertrand, Huels, Sheahan, Lipinski, Davis, Marcin, Oberman, Volini, Orr--10.

[Passed Amendments to the 1982 Annual Appropriation
Ordinance printed on pages 8420 - 8445 of this Journal]

**Authority Granted for Issuance of \$475,000 Industrial
Development Revenue Bond, Series 1981 for the
Ephriam, Inc. Project.**

The Committee on Finance submitted a report (referred December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize issuance of an Industrial Revenue Bond Series 1981 in the amount of \$475,000 for the construction of a facility to manufacture and repair granualizing equipment for the Ephriam, Inc., an Illinois Corporation.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is an Illinois Municipal Corporation and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois and is authorized and empowered by the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois and Chapter 15.2 of the Municipal Code of Chicago, as supplemented and amended (the "Enabling Ordinance"), to finance an industrial development project within the meaning of said Enabling Ordinance; and

WHEREAS, The Issuer is further authorized by the Enabling Ordinance to issue its revenue bonds payable solely from the revenues and receipts derived from such projects, and secured by a pledge of said revenues and receipts and by a mortgage on such projects, and the Enabling Ordinance provides that such revenue bonds shall have a lien on the revenues and receipts derived from such projects; and

WHEREAS, The Issuer proposes to issue and sell its \$475,000 principal amount Industrial Development Revenue Bond, Series 1981 (Ephriam, Inc. Project) (such Bond, including any bonds issued in substitution therefor, being herein collectively called the "Series 1981 Bond"), in order to finance a portion of the cost of the acquisition of a facility for manufacturing and repairing granualizing equipment (the "Project"), and

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

Fund Estimates

Page 1

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
3		100 - CORPORATE FUND Estimates of Corporate Revenue for 1982 Other than From Property Taxes: Municipal Utilities and Other Enterprises: Department of Aviation: Chicago Midway Airport				
				3,300,000		3,750,000
4		290 - WATER REVENUE BONDS FUND. Current assets at January 1, 1982 appropriable: Cash		4,058,000		4,446,000
		Liabilities at January 1, 1982, to be appropriated: Accounts payable and contract liabilities		3,600,000		3,684,000
		Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1982)		458,000		762,000
11		Appropriation for Liabilities at January 1, 1982				
	290	Water Revenue Bonds Fund		3,600,000		3,684,000
274		DEPARTMENT OF WATER BUREAU OF WATER DISTRIBUTION Laying Mains For Betterments		1,000		330,000
	.557					
		BUREAU OF WATER OPERATIONS Water Purification Division Construction Revisions at the James W. Jardine Water Purification Plant		1,000		202,000
	.576					
	.590	Pumping Station Operation Division Construction and Improvements				150,000

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 2

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
OFFICE OF THE MAYOR						
13	1110	Executive				
	9637	Administrative Assistant	1	39,528	1	48,000
	1111	Administrative				
	9638	Administrative Officer	1	77,832	1	81,000
	9637	Administrative Assistant	1	81,000	2	81,000
	9637	Administrative Assistant	1	77,832		
	9637	Administrative Assistant	1	52,008	1	65,000
14	1114	Office of Intergovernmental Affairs				
	9639	Assistant to Mayor-Springfield	1	32,640	1	37,212
	9617	Administrative Secretary	1	22,272	1	23,364
OFFICE OF MUNICIPAL INVESTIGATIONS						
16	.157	Rental of Equipment and Services		396,700		391,700
	*1120.700	For Contingencies		50,000		45,000
	1123	Operations				
	1254	Investigator Specialist	1	23,364	5	23,364
	1254	Investigator Specialist			1	21,204
	1255	Investigator	1	24,552		
	1255	Investigator	3	23,364	2	23,364
	1255	Investigator	7	22,272	3	22,272
17	1255	Investigator	10	20,172	9	20,172
	0836	Senior Typist	2	10,272		
	0413	Inquiry Aide I			2	10,776
	9644	Legal Research Assistant			1	31,236
	0115	Fiscal Manager			1	25,776
		Schedule Salary Adjustments		11,381		10,877
		Less Turnover		20,000		25,000
	1180	DEPARTMENT OF NEIGHBORHOODS				
26	.149	Other Professional and Technical Services		75,000		72,000
	.157	Rental of Equipment and Services		35,250		32,750
	.526	Improvements		45,000		42,500
	0318	Assistant to the Commissioner	1	22,272	1	28,428
	0397	Coordinator of Neighborhood Programs	2	29,832	1	29,832
	0397	Coordinator of Neighborhood Programs			1	32,640
27		Schedule Salary Adjustments		12,123		11,159

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 3

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
28	1210	CITY COUNCIL				
	9607	Secretary to President Pro-Tem	1	21,204	1	23,364
	9619	Sergeant-at-Arms	1	33,240	1	35,592
33		COMMITTEE ON INTERGOVERNMENTAL RELATIONS				
	*1242.000	For Personal Services		31,200		36,200
34		COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK PRESERVATION				
	*1254.000	For Personal Services		45,250		60,250
		DEPARTMENT OF PLANNING				
37	1311	Administration				
	9664	Commissioner of Planning	1	63,972	1	65,000
	0303	Administrative Assistant III			1	23,364
	0810	Executive Secretary II	1	23,364	1	17,436
	0809	Executive Secretary I	1	16,584		
38	1312	Administrative Services				
	1729	Program Analyst III	1	22,272		
	1746	Program Specialist II			1	23,364
	0303	Administrative Assistant III	1	24,552		
	1301	Administrative Services Officer I			1	25,776
	0192	Auditor II	1	21,204		
	0103	Accountant III			1	22,272
	1313	Planning and Programming				
	1404	City Planner IV	2	22,272		
	1402	City Planner II			1	23,364
	1403	City Planner III			1	21,204
	1741	Supervisor of Program Services	1	23,364		
	0825	Principal Stenographer	1	13,020		
	0805	Secretary			1	13,668
	0836	Senior Typist			1	10,776
	1314	Community Facilities and Services				
	1402	City Planner II	1	19,224	1	20,172
	1316	Development				
	1405	City Planner V			1	29,832
	1403	City Planner III	1	28,428		
39	1402	City Planner II	1	22,272	1	25,776
		Schedule Salary Adjustments		3,384		4,180

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 4

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
40	1330	DEPARTMENT OF HOUSING				
	9801	Commissioner of Housing	1	57,768	1	65,000
		Schedule Salary Adjustments		2,078		1,846
		CITY CLERK				
42	.157	Rental of Equipment and Services		300,000		285,000
	1411	Administration				
	0315	Deputy City Clerk	1	33,960	1	35,592
	9629	Secretary to City Clerk	1	21,204	1	24,552
	1302	Administrative Services Officer II	1	32,640	1	34,092
	0302	Administrative Assistant II	1	18,312	1	19,224
	1414	Providing Research and Record Service to City Council				
	0728	Assistant Managing Editor Council Journal	1	19,224	1	21,204
	0728	Assistant Managing Editor Council Journal	1	18,312	1	21,204
	0833	Word Processing Operator I	1	11,808		
	0832	Word Processing Operator II			1	11,808
	0833	Word Processing Operator I	2	11,280		
	0832	Word Processing Operator II			2	11,808
	1614	Legislative Assistant II	1	16,584	1	17,436
43	1613	Legislative Assistant I	1	12,396		
	0832	Word Processing Operator II			1	12,396
		Schedule Salary Adjustments		7,111		6,175
	1416	Issuance of General License				
	1613	Legislative Assistant I	1	12,396	1	13,020
	0426	Assistant Chief Clerk	2	23,364	1	23,364
	0426	Assistant Chief Clerk			1	24,552
		DEPARTMENT OF FINANCE - CITY COMPTROLLER				
44	1501	Administration				
	9647	City Comptroller	1	73,066	1	77,832
45	1502	Financial Policy				
	03	Cash Management				
		Schedule Salary Adjustments		1,410		644
50	1504	Accounting				
	10	Cost Control				
	0836	Senior Typist			1	10,272
	0190	Accounting Technician II			1	15,816
	0189	Accounting Technician I	2	13,020		
		Schedule Salary Adjustments		2,126		2,078

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 5

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF FINANCE - CITY COMPTROLLER (continued)						
50	1505	Revenue Administration				
	02	Collections				
	0146	Senior Account Clerk	1	9,780		
51	0408	Record Clerk	1	9,780	2	9,780
52	02	Sales Tax				
	0308	Staff Assistant			1	23,364
	1506	Auditing				
	0193	Auditor III	2	23,364	1	23,364
		Less Turnover		817,000		821,000
CITY TREASURER						
53	.142	Auditing		48,000		47,100
	1532	Maintenance of Accounts				
	0321	Chief Cashier			1	21,204
	0205	Cashier	1	11,280		
		Schedule Salary Adjustments		459		435
54		Less Turnover				9,000
DEPARTMENT OF LAW						
55	1611	Administration				
	9701	Corporation Counsel	1	87,204	1	90,000
	1644	Administrative Assistant - Corporation				
		Counsel	1	37,212	1	42,468
56		Schedule Salary Adjustments		15,140		7,088
58	1618	Investigation				
	9020	Chief Legal Warrant Officer			1	35,990
	9018	Legal Warrant Officer			12	31,940
		Schedule Salary Adjustments		15,160		14,890
DEPARTMENT OF PERSONNEL						
59	.149	Other Professional and Technical Services		65,000		57,000
60	1711	Administration				
	1372	Senior Personnel Analyst			1	23,364
	9840	Hearing Officer	2200h	50.00h	1900h	50.00h
		Schedule Salary Adjustments		4,631		4,267
61	1714	Employment Services				
	1372	Senior Personnel Analyst	3	25,776	4	25,776
	1372	Senior Personnel Analyst	1	24,780		
		Schedule Salary Adjustments		10,518		9,522

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 6

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES						
64	1811	Administration				
	1565	Senior Specification Engineer			1	25,776
	1128	Senior Management Systems Engineer	1	25,776		
	0177	Supervisor of Accounts			1	31,236
	0427	Chief Clerk	1	29,832		
	1813	Purchasing on Contract Basis				
	01	Contract Division				
	1567	Chief Specification Engineer	1	34,092		
	1568	Chief Specification Analyst			1	35,592
	0423	Head Clerk	1	15,816		
	0831	Supervisor of Word Processing			1	16,584
		Schedule Salary Adjustments		4,773		4,333
67	1819	Data Processing				
	0670	Supervisor of Terminal Operations			1	16,584
	0627	Senior Data Control Coder	4	15,816	3	15,816
		Less Turnover		85,000		89,000
GRAPHICS AND REPRODUCTION CENTER						
69	.157	Rental of Equipment and Services		177,000		172,000
	.350	Stationery and Office Supplies		168,000		163,000
	1841	Administration				
	5755	Graphic Arts Supervisor	1	25,776	1	31,236
	0723	Editorial Assistant	1	14,352		
	1842	Photographic Services				
	0919	Photographic Technician IV	2	23,364	1	23,364
	0919	Photographic Technician IV			1	19,224
	0693	Reprographics Technician II	2	15,072		
70	1843	Printing Services				
	0694	Reprographics Technician III	1	15,816	2	15,816
	0693	Reprographics Technician II	1	14,352		
	1844	Design Services				
	5743	Graphic Artist III	1	17,436		
	5742	Graphic Artist II	1	15,816	2	15,816
	5758	Computer Cartographer			1	15,816
	0303	Administrative Assistant III			1	19,224
	0303	Administrative Assistant III			1	18,312
		Schedule Salary Adjustments		4,476		4,456

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
BOARD OF ELECTION COMMISSIONERS						
71.	.055	Extra Clerk Hire		517,000		499,288
	1911	Administration				
	9994	Attorney of Elections	1	45,348	1	47,616
	0369	Election Executive Assistant	1	25,776	1	27,036
	0499	Assistant Chief Clerk - Elections	1	35,592	1	37,212
	0348	Director of Finance - Board of Elections	1	35,592	1	37,212
	0378	Election Executive Staff Assistant	1	27,036	1	28,428
72	0371	Election Administrative Assistant II	1	19,224	1	20,172
	0891	Election Executive Secretary I	1	15,816	2	15,816
	0891	Election Executive Secretary I	1	15,072		
	1912	Election Planning and Training				
	0487	Election Staff Assistant			1	22,272
	0372	Election Administrative Assistant III	1	20,172		
	0891	Election Executive Secretary I	1	15,072	1	15,816
	0490	Election Records Service Clerk III	1	13,668	1	14,352
	1914	Election Support				
	1236	Election Investigator II	1	16,584	2	16,584
	1236	Election Investigator II	1	15,816		
73	1915	Voting Machine Equipment, Ballot Preparation and Supplies				
	6583	Electronic Voting and Supply Technician III	1	17,436	2	17,436
	6583	Electronic Voting and Supply Technician III	1	16,584		
74	1916	Records Processing, Registration and File Maintenance Division				
	0656	Election Data Entry Coordinator I	1	13,020	1	13,668
	0656	Election Data Entry Coordinator I	2	11,280	2	11,808
75	0492	Election Records Service Clerk I	2	11,280	3	11,280
	0492	Election Records Service Clerk I	6	10,272	5	10,272
DEPARTMENT OF HEALTH						
79	3114	Management and Operations				
	05	Procurement				
	1855	Director of Procurement and Inventory Control	1	42,468	1	46,000
86	3120	Mental Health				
	12	Greater Lawn Mental Health Center				
	0301	Administrative Assistant I	1	15,816		
	0303	Administrative Assistant III			1	16,584
		Schedule Salary Adjustments		1,924		1,156
108	3140	Assistance Services to Control Alcoholism				
		Schedule Salary Adjustments		11,385		7,853

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 8

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
OFFICE FOR SENIOR CITIZENS AND HANDICAPPED						
111	3421 0825	Senior Citizens Programs Development Principal Stenographer Schedule Salary Adjustments			1 .	11,280 10,347
		Less Turnover		35,000.		46,000
DEPARTMENT OF HUMAN SERVICES						
112	3451 2976	Division of Administration Executive Assistant to Commissioner			1	40,000
113	3455 3054	Community and Family Services Director - Family Services	1	37,212		
114		Schedule Salary Adjustments		15,463		12,675
DEPARTMENT OF POLICE						
118	.016	For Adjustment in Salaries of Police Department Sworn Personnel Beginning July 1, 1982 per Schedule D		7,623,476		8,123,476
	.091	Uniform Allowance - Crossing Guards		438,425		472,150
119	4111 9666	Administration - Departmental Superintendent of Police Schedule Salary Adjustments	1	83,844 4,304	1	85,000 3,148
	4113 9190 9712	Office of Professional Standards Supervisor of Investigations - OPS Administrator - OPS	1 1	25,776 34,032	2	34,032
129	4143 9111	District Law Enforcement Crossing Guard		561,000		596,000
130		Schedule Salary Adjustment		992,420		949,164
142	4177 9237 9234 9233	Criminallistic Division Police Laboratory Technician IV Police Laboratory Technician III Police Laboratory Technician II			1 3 4	37,032 34,794 30,924
143		Schedule Salary Adjustment		25,393		21,001
147	4186 9750	Detective Division - Special Activity Group Commander-Central Investigations Schedule Salary Adjustments	1	41,184 10,872	1	45,300 6,756
150	4193 9165	Intelligence Division Police Officer (assigned as Detective)	8	28,770	7	28,770
		Less Turnover		8,100,000		8,519,000

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 9

Budget Page	Code	Department and Item	Strike		Insert		
			No.	Amount	No.	Amount	
FIRE DEPARTMENT							
155	4212	Fire Suppression and Rescue					
	04	Air and Sea Rescue					
	8741	Captain (assigned as Helicopter Pilot)	1	38,250			
	8758	Commanding Officer			1	45,300	
156	4213	Schedule Salary Adjustments		10,713		9,755	
	4217	Bureau of Administrative Services					
	03	Records					
	8737	Captain	1	33,114			
	8758	Commanding Officer			1	37,440	
157	05	Property Management					
	8737	Captain	1	33,114			
	8758	Commanding Officer			1	37,440	
158	4219	Bureau of Support Services					
	03	Fire Communications					
	8637	Chief Fire Dispatcher (Chief Fire Alarm Operator)	1	40,644			
	8637	Chief Fire Dispatcher			1	44,376	
	8635	Assistant Chief Fire Dispatcher (assistant Chief Fire Alarm Operator)	1	35,592			
	8635	Assistant Chief Fire Dispatcher			1	37,212	
	8633	Senior Fire Dispatcher (Senior Fire Alarm Operator)	14	34,092			
	8633	Senior Fire Dispatcher			14	35,592	
	8633	Senior Fire Dispatcher			1	34,092	
	8631	Fire Alarm Dispatcher (Fire Alarm Operator)	32	31,488			
	8631	Fire Alarm Dispatcher (Fire Alarm Operator)	1	24,108			
	8631	Fire Dispatcher			31	32,640	
	8629	Fire Dispatcher (Junior Alarm Operator)	20	24,108			
	8629	Fire Dispatcher Aide			20	24,552	
	8629	Fire Dispatcher (Junior Fire Alarm Operator)	1	16,584			
	8629	Fire Dispatcher Aide			1	16,584	
	8629	Fire Dispatcher (Junior Fire Alarm Operator)	2	15,816			
	8629	Fire Dispatcher Aide			3	15,816	
		Less Turnover		3,840,000		3,920,000	

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 10

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF INSPECTIONAL SERVICES				
164	4411	Administration				
	2148	Assistant Director of Home Owners Assistance Program			1	27,036
	0301	Administrative Assistant I			1	14,352
	0823	Senior Stenographer	1	13,668		
	4414	Bureau of Administrative Services				
	01	Management				
	0421	Principal Clerk			1	11,280
	0403	Senior Clerk	1	10,776		
		Schedule Salary Adjustments		1,901		1,397
165	05	Compliance Enforcement Action				
	2132	Assistant Chief Compliance Officer			1	21,204
	0413	Inquiry Aide I	1	13,668		
	0421	Principal Clerk	1	14,352	2	14,352
	0403	Senior Clerk	3	12,396	4	12,396
	0403	Senior Clerk	4	11,808	3	11,808
	0403	Senior Clerk	1	9,312	1	9,780
	0401	Junior Clerk	1	9,312		
	0834	Typist	1	9,780		
		Schedule Salary Adjustments		5,293		1,441
	07	Records				
	0421	Principal Clerk			1	12,396
	0403	Senior Clerk	1	11,808		
	0403	Senior Clerk	1	9,780	2	9,780
	0408	Record Clerk	1	9,780		
		Schedule Salary Adjustments		2,015		1,427
166	08	Data Processing				
	1774	Records Administrator			1	35,592
	1110	Supervisor of Data Entry and Operations	1	34,092	1	25,776
	1128	Senior Management Systems Specialist			1	22,272
	1127	Management Systems Specialist	1	19,224		
	1195	Data Processing Coordinator III	2	24,552	1	24,552
	1912	Project Coordinator	1	24,552		
	1141	Principal Operations Research Analyst			1	27,036
	0621	Data Control Coder	2	12,396	1	12,396
	0621	Data Control Coder	1	11,280		
	1750	Data Control Clerk			1	13,020
	0669	Remote Terminal Operator	1	14,352	2	14,352

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF INSPECTIONAL SERVICES (continued)				
166	08	Data Processing (continued)				
	0669	Remote Terminal Operator	2	13,020	1	13,020
	0660	Computer Console Operator			1	11,808
	0301	Administrative Assistant I	1	15,072		
	0302	Administrative Assistant II			1	15,816
	09	Systems Management				
	1776	Director of Research			1	27,036
	1141	Principal Operations Research Analyst	1	27,036		
	1128	Senior Management Systems Specialist			1	22,272
	0303	Administrative Assistant III	1	25,776		
	10	Document Control				
	0722	Document Clerk	1	18,312		
	0423	Head Clerk			1	19,224
	0408	Record Clerk	1	10,272		
167	4418	Bureau of Licensing, Registration and Permits				
	01	Administration				
	1248	License Investigator I	1	12,396		
	0413	Inquiry Aide I			1	12,396
	02	Examination of Plans				
	5408	Coordinating Architect II	1	45,744	1	52,008
	5464	Architectural Technician V	1	25,776		
	1757	Statistical Aide	1	11,808		
	0836	Senior Typist	1	10,272		
	0415	Inquiry Aide III			1	12,396
	0413	Inquiry Aide I			2	10,776
168	4420	Bureau of Field Inspections				
	02	Conservation Inspections				
	0403	Senior Clerk			1	10,272
		Schedule Salary Adjustments		19,565		18,239
169	04	Construction Inspection				
	2165	Supervising Iron Inspector	1	36,312		
	2164	Iron Inspector	7	35,292		
	0403	Senior Clerk	2	12,396		
	0403	Senior Clerk	1	10,272	1	11,808
	0408	Record Clerk			1	10,272
	7610	Construction Equipment Inspector	2	2771.00m		

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 12

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF INSPECTIONAL SERVICES (continued)				
	4420	Bureau of Field Inspections				
170	05	Electrical Code Compliance Inspection				
	0302	Administrative Assistant II			1	15,816
	0423	Head Clerk	1	15,072		
		Schedule Salary Adjustments		2,398		1,654
	07	Mechanical Equipment Inspection				
	2184	Ventilation and Furnace Inspector	24	2745.50m	25	2745.50m
171		INSERT NEW SECTION:				
	09	Iron Inspections				
	2165	Supervising Iron Inspector			1	36,312
	2164	Iron Inspector			7	35,292
	0403	Senior Clerk			1	12,396
	7610	Construction Equipment Inspector			2	2771.00m
		Less Turnover		375,000		435,000
		DEPARTMENT OF CONSUMER SERVICES				
173	.157	Rental of Equipment and Services		64,000		97,000
174	4511	Administration				
	9635	Commissioner of Consumer Services	1	54,684	1	57,000
	9803	First Deputy Commissioner - Consumer Services	1	42,972	1	51,000
	4514	Consumer Protection Inspections Food and Dairy				
	2473	Consumer Service Supervisor			1	20,172
	2472	Consumer Service Officer II	6	19,224	5	19,224
175	2472	Consumer Service Officer II	9	15,816	7	15,816
176		Schedule Salary Adjustments		29,560		18,784
	4516	Consumer Protection Ordinance Enforcement				
	2459	Deputy Commissioner - Enforcement	1	42,972	1	51,000
	2471	Consumer Service Officer I	1	15,816		
	2471	Consumer Service Officer I	1	14,352	2	14,352
	4517	Regulation of Public Vehicle Operation				
	2475	Consumer Service Officer III			1	24,552

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 13

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION				
		COMMISSIONER'S OFFICE				
183	5111	Administration				
	01	Administration - Departmental				
	8275	First Deputy Commissioner of Streets and Sanitation	1	65,000	1	68,000
184	03	Payroll Section				
	0175	Field Payroll Auditor	1	19,224	2	19,224
	0175	Field Payroll Auditor	4	17,436	3	17,436
		BUREAU OF SANITATION				
188	.128	Fees and Services		15,362,000		15,171,000
	5311	Administration				
	8277	Deputy Commissioner of Streets and Sanitation	1	52,608	1	65,000
189	1741	Supervisor of Program Services	1	28,428	1	31,236
	0805	Secretary	1	14,352	1	15,816
	1301	Administrative Services Officer I	1	28,428		
	1302	Administrative Services Officer II			1	34,092
	0308	Staff Assistant	1	28,428	1	31,236
		Schedule Salary Adjustments		10,768		10,719
190	5317	Refuse Collection				
	01	Supervisory and Clerical				
	8173	Ward Superintendent	4	29,832	5	29,832
	8173	Ward Superintendent	3	27,036	2	27,036
191	5318	Solid Waste Disposal				
	01	Supervisory and Clerical				
	0302	Administrative Assistant II	1	16,764	1	17,436
		BUREAU OF ELECTRICITY				
193	.340	Materials and Supplies		2,200,000		2,169,000
	5411	Administration				
	8277	Deputy Commissioner of Streets and Sanitation	1	49,360	1	50,000
194	5412	Electrical Engineering Services				
		Schedule Salary Adjustments		6,465		5,583

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 14

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION (continued)				
		BUREAU OF ELECTRICITY (continued)				
	5416	In-Service Maintenance of Electrical Equipment				
	5047	Assistant General Superintendent of Electricity	1	38,880	1	40,644
195	5418	Police and Fire Communications				
	7187	General Foreman of Motor Truck Drivers			1	14.45h
		BUREAU OF EQUIPMENT SERVICE				
201	5611	Administration				
	8277	Deputy Commissioner of Streets and Sanitation	1	60,000	1	65,000
	7134	Superintendent of Equipment Service			1	40,644
	7135	Assistant Superintendent of				
		Equipment Operations	3	40,644	2	40,644
	6575	General Shop Foreman	1	35,592	1	42,468
202	0382	Supervisor of Administrative Services	1	28,428	1	32,640
	5612	Rolling Stock Operation				
	7187	General Foreman of Motor Truck Drivers	2	14.45h	3	14.45h
	7183	Motor Truck Driver	723,920h	13.15h	721,880h	13.15h
	5614	Rolling Stock Maintenance and Repair				
	6605	Blacksmith	20	16.80h	21	16.80h
	5035	Electrical Mechanic	41	17.05h	42	17.05h
203	6680	General Foreman of Machinists			1	3,103.00m
	6676	Foreman of Machinists	2	16.90h	6	16.90h
	6674	Machinist	80	15.90h	78	15.90h
	4855	Sheet Metal Worker	11	16.15h	13	16.15h
	8244	Foreman of Laborers	5	13.05h	7	13.05h
	9534	Laborer	25	9.84h	23	9.84h
		Less Turnover		200,000		350,000
		BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION				
207	.157	Rental of Equipment and Services		745,000		731,000
208	7924	Assistant General Superintendent of Forestry and Parkways			1	34,092
	7953	City Forester IV	1	23,364		
	5813	Operations - Protection and Maintenance of Street Foliage				
	7915	Assistant Forestry Supervisor	1	23,364	2	23,364
	7975	District Tree Foreman	9	24,552	10	24,552
	7975	District Tree Foreman	4	23,364	3	23,364
	7975	District Tree Foreman	2	22,272	1	22,272
		Schedule Salary Adjustments		3,220		3,144

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 15

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION (continued)				
		BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION (continued)				
209	5814	Operations - Beautification and Maintenance of Boulevards and Parkways				
	7902	Assistant Superintendent Landscape Maintenance	1	21,204	1	22,272
		DEPARTMENT OF PUBLIC WORKS				
		COMMISSIONER'S OFFICE				
210	6111	General				
	0421	Principal Clerk	1	12,396		
	0797	Receptionist			1	12,396
		ADMINISTRATION DIVISION				
212	6121	General				
	0103	Accountant III			1	18,312
213	0825	Principal Stenographer			1	11,280
	6122	Projects				
	6144	Engineering Technician V	1	24,552		
	6145	Engineering Technician VI			1	25,776
		BUREAU OF TRANSPORTATION PLANNING AND PROGRAMMING				
214	6151	General				
	1455	Director of Programming	1	40,644	1	42,468
	1454	Director of Project Development	1	38,880	1	40,644
	6152	Programs				
	1456	Assistant Director of Project Development			1	31,236
	2902	Chief Research Analyst	1	29,832		
		Schedule Salary Adjustments		4,714		3,722
		Less Turnover				4,000
		BUREAU OF ENGINEERING				
216	.144	Engineering		1,033,000		965,000
	6211	Programs				
	5661	Chief Water Design Engineer	1	38,880	1	40,644
	5662	Chief Sewer Design Engineer	1	42,468	1	44,376
219	0302	Administrative Assistant II			1	21,204
	0423	Head Clerk	1	20,172		
	0421	Principal Clerk	2	11,280	3	11,280
	0805	Secretary			1	11,808
	0836	Senior Typist	2	9,780	3	9,780
		Schedule Salary Adjustments		6,165		5,777

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 16

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF PUBLIC WORKS (continued)						
BUREAU OF CONSTRUCTION						
227	.148	Testing and Inspecting		300,000		80,000
228	6421	Contracts				
	01	Professional				
	5615	Civil Engineer V	1	27,036	2	27,036
	5611	Civil Engineer I	7	18,312	11	18,312
	6144	Engineering Technician V	2	19,224	3	19,224
	6142	Engineering Technician III	2	14,352	3	14,352
229	0309	Coordinator of Special Projects	1	24,552	1	31,236
		Schedule Salary Adjustments		17,803		14,451
	6422	Architectural				
	01	Professional				
	6141	Engineering Technician II			1	11,808
230	0403	Senior Clerk			1	9,312
	02	Trades				
	4455	Plasterer	2	13.89h	3	13.89h
	4577	Foreman of Roofers	1	16.55h	2	16.55h
	4265	Watchman	2	6.99h	8	6.99h
231	6423	General				
	01	Professional				
	5611	Civil Engineer I			1	18,312
	0836	Senior Typist			1	9,780
	02	Trades				
	4634	Painter	6	14.00h	8	14.00h
		Less: Turnover		460,000		631,000
BUREAU OF BUILDINGS MANAGEMENT						
234	6431	Administration				
	4548	Manager of Building Service	1	24,552	1	25,776
		Schedule Salary Adjustments		6,526		5,302
DEPARTMENT OF AVIATION						
238	8653	Chicago Midway Airport				
	0683	Telephone Operator	1	15816	2	15,816
	1813	Senior Storekeeper	1	18,312		
	1815	Principal Storekeeper			1	19,224
	4213	Security Guard	2	11,808	3	11,808
	4201	Operations Manager - Airport Parking			1	21,204
	7401	Customer Service Supervisor			1	17,436
	7161	Cashier - Midway Parking			10	6.90h
239	9533	Laborer	2	7.63h	2	8.00h
		Schedule Salary Adjustments		2,525		2,079

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

100-Corporate Fund

Page 17

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF FINANCE - GENERAL						
241	.035	Adjustment in salaries of transferred, reinstated, promoted, demoted, and reclassified employes and employes hired above the first step.		100,000		35,299
242	.715	Contingent and other expense for corporate purposes not otherwise provided for: to be expended under the direction of the Vice Mayor.		32,000		39,000
	.802	To provide for matching and supplementary funds for grants currently in effect as well as new grants including grants from the Law Enforcement Assistance Administration and under the National Health Planning and Resources Development Act of 1974 (P.L. 93-641)		4,000,000		3,500,000
	.813	Emergency Family Food Program		500,000		950,000
243	.936	Claims under Worker's Compensation Act		10,000,000		9,750,000

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

200 - Water Fund

Page 18

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
248	8111 9697	DEPARTMENT WATER COMMISSIONER'S OFFICE Administration First Deputy Commissioner of Water Schedule Salary Adjustments		2,370	1	62,148 2,222
257	.557	BUREAU OF WATER DISTRIBUTION Laying Mains for Betterments		8,023,300		7,808,300
258	8271 01 9653	Administration Administrative Deputy Commissioner of Water Distribution Schedule Salary Adjustments	1	57,144 2,157		1,773
	02 8396 2237	Superintendence and Inspection District Foreman of Water Pipe Construction Chief Plumbing Inspector	13 1	3172.00m 40,644	14 1	3172.00m 42,468
261	8284 7633 7633	Repairs, Renewals and Water Leak Control Hoisting Engineer (Class I) Hoisting Engineer (Class III)		15.80h 146,880h 13.05h	63,000h 83,680h	15.80h 13.05h

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

300 - Vehicle Tax Fund

Page 19

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
COMMITTEE ON LOCAL TRANSPORTATION						
275	.832	For the employment of special counsel, engineers, valuator s and investigators and for the payment of other expenses arising from and in connection with fare rate cases, condemnation or any other proceedings, relating to local transportation operations.		174,000		179,000
CITY CLERK						
277	.338	License Stickers, Tags and Plates		290,000		219,000
	1418	Issuance of Vehicle Licenses				
	0209	Supervisor of Collection Processing			1	28,428
	0303	Administrative Assistant III	1	19,224	2	21,204
	0301	Administrative Assistant I	1	15,816	1	16,584
	1237	License Clerk in Charge	1	19,224	1	22,272
	1249	License Investigator II			1	15,072
	1249	License Investigator II	1	13,668		
	1249	License Investigator II	1	11,808		
	1248	License Investigator I	1	13,668	2	13,668
	1248	License Investigator I	1	13,020		
	1248	License Investigator I	1	11,280	2	11,280
	1248	License Investigator I			1	11,808
	1248	License Investigator I	2	10,776	1	10,776
	0235	Teller	2	11,280	3	11,280
	0235	Teller	1	10,776	2	10,776
	0235	Teller	12	10,272	11	10,272
	0670	Supervisor of Terminal Operations	1	17,436	1	19,224
	0609	Data Transcriber	2	10,776	1	11,280
	0609	Data Transcriber			1	10,776
	0832	Word Processing Operator II			1	12,396
	0832	Word Processing Operator II			2	11,808
	0426	Assistant Chief Clerk	1	21,204	1	22,272
278	0147	Principal Account Clerk			1	11,808
	1757	Statistical Aide			1	11,280
	0805	Secretary	1	13,020	1	13,668
	0823	Senior Stenographer			1	11,808
	0823	Senior Stenographer	2	11,280	1	11,280
		Schedule Salary Adjustments		3,365		2,961

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

300 - Vehicle Tax Fund

Page 20

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF FINANCE - CITY COMPTROLLER				
279	1505	Revenue Administration				
	02	Collections				
	0209	Supervisor of Collection Processing	1	28,428		
		DEPARTMENT OF STREETS AND SANITATION COMMISSIONER'S OFFICE				
281	.005	Salaries and Wages - on Payroll		1,077,850		1,080,244
		BUREAU OF STREETS				
282	.149	Other Professional and Technical Services		110,000		76,000
283	5211	Administration				
	8277	Deputy Commissioner of Streets and Sanitation	1	49,360	1	51,360
	5220	Construction Authorization and Inspection				
	8053	Public Way Inspector III	1	27,036		
	8054	Public Way Inspector IV			1	31,236
284	5230	Engineering for Pavement Improvement and Repair				
285	1912	Project Coordinator	1	28,428	2	28,428
		Schedule Salary Adjustments		3,882		3,254
	5240	Pavement Improvement and Repair				
	8276	Superintendent of Streets	1	42,468	1	45,240
		BUREAU OF STREET TRAFFIC				
292	.157	Rental of Equipment and Services		870,000		827,000
294	5516	Traffic Planning and Design				
	6289	Assistant Superintendent of Special Traffic Service	1	27,036		
	6290	Superintendent of Special Traffic Service			1	24,428
		Schedule Salary Adjustments		2,207		1,358
295	5530	Towing Operations				
	6294	Director of Towing	1	34,092	1	35,592
		BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION				
296	.157	Rental of Equipment and Services		223,850		223,590
	5814	Operations - Beautification and Maintenance of Boulevard and Parkways				
	7940	District Foreman of Landscape Maintenance			1	15,816
	9530	Laborer	41,032h	7.63h	38,992h	7.63h

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

314--Sewer Fund

Page 21

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF SEWERS						
301	.186	Telephone		55,000		47,000
302	8411	Commissioner's Office Administration				
	5975	Commissioner of Sewers	1	66,804	1	68,000
	0313	Assistant Commissioner	1	42,468	1	47,502
	8412	Schedule Salary Adjustments		4,103		3,277
303	8420	Division of Engineering and Construction				
		Administration				
	5676	Chief Engineer of Sewers.	1	57,204	1	59,800

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

346-Library Fund-Maintenance and Operation

Page 22

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CHICAGO PUBLIC LIBRARY				
310	.149	Other Professional and Technical Services		175,000		158,000
312	7114	Central Library Reader Service				
	0573	Library Associate			1	17,436
		Schedule Salary Adjustments		13,092		12,656

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

740-Chicago-O'Hare International Airport Revenue Fund

Page 23

Budget Page	Code	Department and Item	Strike		Insert		
			No.	Amount	No.	Amount	
DEPARTMENT OF AVIATION							
338	8654	Chicago-O'Hare International Airport					
	9533	Laborer	54	7.63h	54	8.00h	
	9533	Laborer	9,000h	7.63h	9,000h	8.00h	
		Schedule Salary Adjustments		28,361		28,272	
		Less Turnover		30,000		74,000	

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

762-Chicago-O'Hare International Airport Parking Revenue Fund

Page 24

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF AVIATION						
342	8661	O'Hare Parking Facility Operation				
	4266	Airport Terminal Monitor	1	7.90h	1	8.06h
	4266	Airport Terminal Monitor	1	7.65h	1	7.81h
	4266	Airport Terminal Monitor	6	6.76h	6	6.90h
343	7158	Supervising Cashier-O'Hare Parking	4	8.96h	4	9.14h
	7159	Cashier-O'Hare Parking	15	7.90h	15	8.06h
	7159	Cashier-O'Hare Parking	23	7.65h	23	7.81h
	7159	Cashier-O'Hare Parking	17	7.49h	17	7.64h
	7159	Cashier-O'Hare Parking	16	6.76h	16	6.90h
	7160	Cashier-Accounting-O'Hare Parking	1	7.65h	1	7.81h
	7160	Cashier-Accounting-O'Hare Parking	1	7.49h	1	7.64h
	7162	Supervising Attendant-O'Hare Parking	3	8.54h	3	8.72h
	7162	Supervising Attendant-O'Hare Parking	1	7.51h	1	7.67h
	7163	Attendant-O'Hare Parking	8	7.48h	8	7.63h
	7163	Attendant-O'Hare Parking	4	7.16h	4	7.31h
	7163	Attendant-O'Hare Parking	1	7.00h	1	7.14h
	7163	Attendant-O'Hare Parking	4	6.45h	4	6.58h
	7141	Service Vehicle Operator	6	7.49h	6	7.64h
	4285	Window Washer	2	1,487.50m	2	1,529.00m
		Schedule Salary Adjustments		11,172		10,251
		Less Turnover				35,000

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

Salary Schedules

Page 25

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount

359 SCHEDULE D - Effective July 1, 1982.

SALARY SCHEDULE FOR SWORN POLICE PERSONNEL

Replace page 359 with the revised Schedule D -
Effective July 1, 1982 appearing on the following
amendment page.

SCHEDULE D
EFFECTIVE JULY 1, 1982

SALARY SCHEDULE FOR
SWORN POLICE PERSONNEL

CLASS GRADE	ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE	
	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	FIRST 6 MOS.	NEXT 12 MOS.	STEP 11 AFTER 1 YR AT STEP 10 AND 30 YRS OF SERVICE	STEP 11 AFTER 1 YR AT STEP 10 AND 30 YRS OF SERVICE
D1	ANNUAL MONTHLY	\$ 19,146 1,595.00	\$ 20,322 1,693.50	\$ 21,498 1,791.50	\$ 22,590 1,892.50	\$ 23,712 1,976.00	\$ 24,912 2,076.00	\$ 25,782 2,149.50	\$ 26,688 2,224.00	\$ 27,612 2,301.00	\$ 28,632 2,386.00	\$ 29,454 2,454.50												
D2	ANNUAL MONTHLY	FIRST 12 MOS. 20,322 1,693.50	21,498 1,791.50	22,590 1,892.50	23,712 1,976.00	24,912 2,076.00	26,166 2,180.50	27,078 2,256.50	28,014 2,334.50	28,992 2,416.00	30,068 2,505.50	30,966 2,580.50												
D3	ANNUAL MONTHLY	23,490 1,957.50	24,634 2,054.50	25,908 2,159.00	27,210 2,267.50	28,566 2,380.50	29,982 2,498.50	30,966 2,580.50	31,944 2,662.00	32,964 2,747.00	34,026 2,835.50	35,052 2,921.00												
D4	ANNUAL MONTHLY	26,568 2,214.00	27,888 2,324.00	29,268 2,439.00	30,738 2,561.50	32,262 2,688.50	33,888 2,824.00	34,920 2,910.00	35,994 2,999.50	37,086 3,090.50	38,220 3,185.00	39,180 3,265.00												
D5	ANNUAL MONTHLY	29,268 2,439.00	30,738 2,561.50	32,262 2,688.50	33,888 2,824.00	35,568 2,964.00	37,332 3,111.00	38,394 3,199.50	39,474 3,289.50	40,578 3,381.50	41,574 3,464.50	42,174 3,514.50												
D6	ANNUAL MONTHLY	35,568 2,964.00	39,132 3,261.00	43,044 3,587.00	47,340 3,945.00																			
D7	ANNUAL MONTHLY	39,132 3,261.00	43,044 3,587.00	47,340 3,945.00	52,080 4,340.00																			
D8	ANNUAL MONTHLY	43,044 3,587.00	47,340 3,945.00	52,080 4,340.00	57,288 4,774.00																			

the Series 1981 Bond will be issued under, secured by and contain such terms and provisions as are set forth in this ordinance (the "Bond Ordinance"); and all of the proceeds derived from the sale of the Series 1981 Bond are to be deposited with American National Bank and Trust Company of Chicago, Chicago, Illinois, as fiscal agent for the Issuer (the "Fiscal Agent"), pursuant to a certain Fiscal Agent Agreement dated as of December 1, 1981 by and between the Fiscal Agent and the Issuer (the "Fiscal Agent Agreement") and disbursed (i) for the payment of certain of the costs incurred in connection with the acquisition of the Project and (ii) for such other purposes as are set forth herein; and

WHEREAS, The Borrower (as hereinafter defined) has represented that the cost of the project will not be less than \$475,000 and in order to finance a portion of said cost it is necessary and advisable that provision be made for the issuance, sale and delivery of the Series 1981 Bond in the principal amount of \$475,000, all as authorized and permitted by the Enabling Ordinance; and

WHEREAS, As a result of negotiations between the Issuer and Ephriam, Inc., an Illinois corporation (the "Borrower"), wherein the Borrower has represented that contracts have been or will be entered into by the Borrower for the acquisition of the Project, which Project is to be owned by the Borrower and located wholly within the corporate boundaries of the Issuer, it is proposed that the Issuer enter into a certain Loan Agreement, as hereinafter defined, with the Borrower pursuant to which the Issuer will lend to the Borrower all of the proceeds derived from the sale of the Series 1981 Bond, constituting a sum represented by the Borrower to be sufficient, together with other moneys of the Borrower, to accomplish the purposes of the Enabling Ordinance, to wit: to create a favorable climate for new and improved job opportunities for residents of the City of Chicago by encouraging the development of business, industry and commerce within the City of Chicago; and

WHEREAS, The Borrower has represented that the Project will create additional employment opportunities, increase the tax base and encourage capital investment in the City of Chicago, Illinois, thereby fulfilling the purposes of the Enabling Ordinance; and

WHEREAS, The Issuer proposes to sell the Series 1981 Bond upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois; and

WHEREAS, The Borrower proposes to secure such Loan Agreement by a mortgage and security agreement and a collateral security agreement and to guarantee the Series 1981 Bond by a guaranty agreement; now, therefore,

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

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

"Additional Bonds" means the additional parity bonds authorized to be issued pursuant to Section 19 hereof.

"Adjusted Rates" means one and one-half percent (1-1/2%) above the prime rate. Whenever the Adjusted Rate becomes effective in lieu of the stated interest rate applicable to the Bonds (including without limitation, during any Inclusion Period) it shall be determined from time to time and be applicable and payable in the same manner, at the same times and dates and with the same effect (other than amount) as though it were the stated interest rate. The stated interest rate as used herein shall be determined in accordance with Section 3(b) hereof.

"Assignment" means the Pledge and Assignment dated as of December 1, 1981 from the Issuer, as assignor, to the Bond Purchaser, as assignee.

"Authorized Borrower Representative" means the person who at the time shall have been designated as such pursuant to the provisions of the Loan Agreement.

"Authorized Owner Representative" has the meaning established pursuant to Section 12 hereof.

"Bond Counsel" has the meaning specified in the Loan Agreement.

"Bond Purchaser" means American National Bank and Trust Company of Chicago, Chicago, Illinois, and its successors and assigns.

"Bonds" means the 1981 Series Bond, any additional Bonds and any Bonds issued in substitution or replacement thereof.

"Collateral Security Agreement" means the Collateral Security Agreement dated as of December 1, 1981 from the Borrower, a pledgor, to the Bond Purchaser, as pledgee.

"Construction Fund" has the meaning specified in Section 8 of this Bond Ordinance.

"Cost of the Project" means the sum of the items authorized to be paid from the Construction Fund pursuant to the provisions of Section 3.3 of the Loan Agreement.

"Determination of Taxability" means (i) the receipt by any Owner or the Borrower of a written notice of the issuance by the Internal Revenue Service of a statutory notice of deficiency which holds in effect that the interest payable of the Series 1981 Bond is includable in the gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" of the Project or a "related person," as such terms are defined in the Code), or (ii) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any federal court or of the United States Tax Court shall be rendered, and, in any such case, any Owner shall have notified the Borrower that, as a result of any such event or condition described in this clause (ii), Bond Counsel selected by it is unable to give an unqualified opinion that any payment of interest on the Series 1981 Bond or any amount in respect of interest on the Series 1981 Bond, as a whole or in part, made on or after a date specified in said notice is excludable from every Owner's federal gross income; provided however that it shall not constitute a Determination of Taxability under this clause (iii) if the inability of Bond Counsel to render such opinion results from the Owner's being such "substantial user" or "related person."

"Event of Taxability" means the date of the occurrence of the event which results in the Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

"Guaranty Agreement" means the Guaranty Agreement dated as of December 1, 1981 between the Borrower and Daniel Ephriam and Philip Ephriam, as guarantors, and the Bond Purchaser.

"Inclusion Period" with respect to any Bond means the period beginning on the Taxable Date and ending on the date of the most recent quarterly payment, the date of its redemption or the date of its maturity (whichever occurs first).

"Indemnification Rights" has the meaning specified in Section 1.2 of the Loan Agreement.

"Independent Counsel" has the meaning specified in Section 1.2 of the Loan Agreement.

"Instruments" means, collectively, the Loan Agreement, the Assignment, the Fiscal Agent Agreement, the Mortgage, the Collateral Security Agreement, the Guaranty Agreement and this Bond Ordinance, as from time to time amended and supplemented by the respective parties thereto.

"Interest" means interest computed, for actual days elapsed, on a basis of a 360-day year.

"Loan Agreement" means the Loan Agreement dated as of December 1, 1981 between the Issuer, as lender, and the Borrower, as borrower.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1981 from the Borrower, as mortgagor, to the Bond Purchaser, as mortgagee.

"Outstanding" has the meaning specified in Section 1.2 of the Loan Agreement.

"Owner" or "Owners" means the Bond Purchaser and any other person in whose name any Bond is registered.

The term "premium" means all amounts, other than principal and interest, payable pursuant to Section 3 of this Bond Ordinance, including additional amounts payable in the event of a Determination of Taxability or Event of Taxability.

"Prime Rate" means, as of any time, the prime rate of interest per annum then announced by the Bond Purchaser as its Prime Rate.

"State" means the State of Illinois.

"Taxable Date" means the earliest effective date as of which the interest payable on any Series 1981 is includable for federal income tax purposes in the gross income of any Owner or former Owner as a result of a Determination of Taxability.

Terms which are not defined in this Section shall have the meanings specified in the Loan Agreement (except as herein otherwise expressly provided or unless the context clearly otherwise requires).

SECTION 2. *Authority to Acquire the Project.* Based upon representations made by the Borrower to the Issuer, the Issuer hereby determines that the Cost of the Project will not be less than \$475,000; that the location of the Project within the corporate boundaries of the Issuer will promote the purposes of the Enabling Ordinance; that the financing of the acquisition of the Project by the Issuer through a loan to the Borrower of the proceeds from the sale of the Series 1981 Bond is in the public interest and in furtherance of the purposes of the Enabling Ordinance; and that such financing is authorized by the Enabling Ordinance and this Bond Ordinance. It is hereby found and declared that the financing of the Cost of the Project, and the use of the Project by the Borrower as hereinafter provided, is necessary to accomplish the purposes of the Enabling Ordinance.

SECTION 3. *Authorization and Payment of the Series 1981 Bond.*

(a) Authorization; Nature of obligation. For the purpose of providing funds to finance a portion of the Cost of the Project, there shall be issued, and there hereby is authorized and directed to be issued, the Series 1981 Bond of the Issuer.

The principal of, premium, if any, and interest on the Bonds shall be secured by, and shall be paid solely from, the revenues and receipts derived from the Instruments (but excluding Indemnification Rights) and not from any other fund or source. The Bonds shall be issued in compliance with, and under authority of, the provisions of the Enabling Ordinance and this Bond Ordinance. The Issuer hereby pledges the revenues and receipts derived by it from the Instruments to which it is a party (but excluding amounts derived by it pursuant to its Indemnification Rights) to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds shall be limited obligations of the Issuer, the principal of, premium, if any, and interest on which shall be payable solely from the sources specified in, and shall be secured as provided by, the Enabling Ordinance and the Instruments. The obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds shall never constitute a general obligation of the Issuer, nor shall the Bonds ever constitute an indebtedness or loan of credit of the Issuer, the State or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and neither the Issuer, the State nor any political subdivision thereof shall be liable thereon; and the principal of, premium, if any, and interest on the Bonds shall neither constitute nor give rise to a pecuniary liability or a charge against the general credit or taxing powers of the Issuer, the State or any political subdivision thereof.

The Series 1981 Bond shall be issued in fully registered form in such names and denominations (in multiples of \$5,000 each) as the Bond Purchaser shall designate in writing, shall be numbered beginning with R-1 and shall be in the aggregate principal amount of \$475,000. The Series 1981 Bond shall be dated the date of its issuance and delivery, and any bonds issued in replacement or substitution thereof shall, if issued after any interest thereon has been paid, be dated as of the date to which interest has been paid.

(b) Mandatory Interest and Principal Payments. The Series 1981 Bond shall bear interest from its date on the from time to time unpaid principal balance thereof at that rate or rates of interest per annum which shall be determined on the first day of each calendar quarter as applicable to the from time to time unpaid principal balance thereof during such calendar quarter which shall equal 70% of the Prime Rate on such first day of each calendar quarter and shall be payable on the last day of each such calendar quarter. The first interest payment date shall be March 31, 1982; provided, however, that the rate of the interest applicable to the period from the date of issuance and delivery of the Series 1981 Bond to March 31, 1982 shall equal 70% of the Prime Rate on the date of issuance and delivery of the Series 1981 Bond.

The principal of the Series 1981 Bond shall be payable in 40 quarterly installments in the amounts specified in Schedule A attached hereto, beginning March 31, 1982 and continuing quarterly thereafter on each June 30, September 30, December 31, and March 31, to and including December 31, 1991, subject to earlier redemption as herein provided. Upon payment or prepayment of the principal of and interest on the Series 1981 Bond, the Owner thereof shall note such payment on the Schedule of Payments attached thereto and made a part thereof. The Series 1981 Bond shall, unless earlier redeemed or called for redemption, mature on December 31, 1991.

The principal of, premium, if any, and interest on the Series 1981 Bond, shall be payable in lawful money of the United States of America immediately available at the address of the Owner thereof provided to the Issuer and the Borrower.

(c) Optional Redemption. The principal of the Series 1981 Bond, over and above the payments required to be made pursuant to subsection (b) of this Section 3, may be prepaid by the Issuer on any quarterly payment date at the option of the Borrower in whole or in part (and if in part, such payments shall be applied to future principal payments in the inverse order of their due dates), but only in amounts equal to or greater than \$5,000 per prepayment and only after giving the notice specified herein, at a prepayment price equal to the sum of the following:

(1) 100% of the principal amount to be prepaid, plus accrued interest to the date of prepayment; plus

(2) if any outstanding Bonds are to be redeemed, an amount of money equal to the total of:

(a) the fees, charges and expenses of the Issuer, the Fiscal Agent and the Owners of the Bonds, if any, accrued and to accrue until the prepayment date; plus

(b) an amount of money sufficient to discharge all other liabilities of the Borrower accrued under the Instruments.

Any such prepayment shall be valid upon payment of the prepayment price specified above to the parties entitled thereto, including the Owners at that time, and the Issuer shall be fully released and discharged from liability pro rata among the Owners to the extent of such payment, irrespective of whether such payment shall be endorsed upon the Bonds by the Owners thereof at that time, and irrespective of any error or omission in such endorsement.

Notice of any prepayment shall be given in the name of the Issuer by the Issuer or the Borrower to the Owners in the manner specified in Section 9.1 of the Loan Agreement at least 30 days and not more than 90 days prior to the date fixed for prepayment to the Owners of each Bond (or portion thereof) to be prepaid at the address furnished to the Issuer and the Borrower in writing by such Owner. Each such notice shall specify the series, numbers and principal amounts of the Bonds to be prepaid, unless the giving of such notice is waived in writing by the Owners of all of the Bonds to be prepaid. Failure to give such notice by mailing, or any defect therein, to the Owner of any Bond designated for prepayment shall not affect the validity of the proceedings for the prepayment of any other Bond and shall not affect the validity of any prepayment which has been paid and accepted. Notice of any prepayment as herein provided shall be given only after written notification thereof from the Borrower to the Issuer has been given.

(d) Special Mandatory Redemption. So long as the Bond Purchaser owns, or shall have agreed to repurchase, a majority in principal amount of the Series 1981 Bond, the Series 1981 Bond is subject to mandatory redemption in whole and not in part by the Issuer prior to maturity on December 31, 1986 in the event that the Bond Purchaser shall demand on or before September 30, 1986 (in a written notice) that the Borrower prepay the indebtedness pursuant to Section 7.1 of the Loan Agreement. In such event, the Series 1981 Bond shall be subject to redemption at the redemption price set forth in clauses (1) and (2) of subsection (c) of this Section 3.

(e) Determination of Taxability. In the event of a Determination of Taxability, interest on the Series 1981 Bond shall, as of the day after the most recent quarterly payment date, begin to accrue at the Adjusted Rate; provided, however, that in the event of a final determination that interest on the Series 1981 Bond is not includable in the federal gross income of the Owner or Owners receiving the Determination of Taxability, the owners shall credit all such increased interest paid to the unpaid principal installments of the Series 1981 Bond in the inverse order of their due dates, and any excess over remaining principal shall be refunded. After a Determination of Taxability, the Issuer shall pay to the Owners, within 90 days after notice to the Borrower and the Issuer advising of the relevant facts with respect thereto and demanding the payment of the same, a premium equal to (i) an amount of interest for tax indemnification purposes equal to the difference between (x) interest on each Series 1981 Bond (whether or not then Outstanding) for the period held by each Owner or former Owner during the Inclusion Period at the Adjusted Rate for such period and (y) the amount of interest actually paid on such Bond to such Owner during such period plus (ii) any penalties or interest which all such persons may have had to pay as a result of interest on the Series 1981 Bond being deemed taxable.

(f) Nature of Obligations After Notice. After notice of prepayment, the principal amount of the Series 1981 Bond to be so prepaid shall become due and payable on the date so designated at the office specified in such notice.

(g) No Obligation to Contest Taxability. No Owner or former Owner who shall receive a Notice of Proposed Deficiency with respect to interest on the Series 1981 Bond or similar notice from the Internal Revenue Service shall be obligated to contest such Notice or similar notice.

(h) **Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and deliver a replacement Bond of like date, series, maturity and denomination as that mutilated, lost, stolen or destroyed upon the furnishing of indemnity reasonably satisfactory to the Issuer and the Borrower; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, to whom proof of ownership of such mutilated Bond shall also be made; provided further that in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, to whom proof of ownership of such lost, stolen or destroyed Bond shall also be made. In the event that any such Bond shall have matured, instead of issuing a replacement Bond, the Issuer may pay the same or cause the same to be paid without surrender thereof. The Issuer may charge the Owner of such Bond with the Issuer's reasonable fees and expenses in connection with its replacement pursuant to this subsection (h).

(i) **Transfer.** The sale, transfer or other disposition of the Bonds shall at all times remain within the control of the Owner thereof, but each Owner will use its best efforts to cause any sale, transfer or assignment of the Bonds to be made only to "Institutional Investors," as such term is hereinafter defined, for the investment account of such Institutional Investors. The costs and charges of any such transfer shall be paid by any such purchaser, transferee or assignee. The term "Institutional Investors," as used herein, means a bank, savings and loan association, insurance company or other financial institution which has combined capital, surplus and undivided profits of at least \$5,000,000 or a unit investment trust fund. In the event that any Bond is sold, transferred or assigned, the purchaser, transferee or assignee thereof shall notify the Issuer and the Borrower of the new address for the payment thereof; absent such notification, such sale, transfer or assignment shall be ineffective as against the Issuer and the Borrower.

Each Bond shall be transferable by the Owner thereof or by his attorney duly authorized in writing. Transferees shall be entitled at their request and cost to the issuance of new Bonds.

(j) **Pro Rata Payment.** All payments on the Series 1981 Bond shall, if insufficient to discharge all principal, premium, if any, and interest thereon, be applied pro rata among all Bonds Outstanding, first to interest, then to premium then due and then to principal.

(k) **Cancellation of Bonds.** All Bonds which have been redeemed or paid in full shall be cancelled by the Issuer and delivered to the Borrower.

SECTION 4. Execution of Bonds. The Bonds shall be executed for and on behalf of the Issuer by the manual or facsimile signature of its Mayor and attested to by the manual or facsimile signature of its City Clerk with the seal of the Issuer impressed thereon.

SECTION 5. Form of the Series 1981 Bond. The Series 1981 bond and the form of assignment attached thereto shall be in substantially the following form:

(Form of Series 1981 Bond)

United States of America
State of Illinois
City of Chicago

Industrial Development Revenue Bond,
Series 1981 (Ephriam, Inc. Project)

Number R- _____

\$ _____

Know All Men By These Presents that the City of Chicago, Illinois, an Illinois Municipal corporation and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay, but only from the sources and as hereinafter provided, to _____ or registered assigns, the principal sum of _____ Dollars (\$____), said principal payable in 40 quarterly installments in the amounts specified in Schedule A attached hereto, beginning March 31, 1982, and continuing quarterly thereafter on each June 30, September 30, December 31 and March 31 to and including December 31, 1991; and in like manner to pay interest from the date hereof (based on actual days elapsed and a 360-day year) on the from time to time unpaid portion of said principal sum at that rate or rates of interest per annum which shall be determined on the first day of each calendar quarter as applicable to the from time to time unpaid principal balance hereof during such calendar quarter which shall equal 70% of the Prime Rate [as defined in the Bond Ordinance enacted by the Issuer on _____, 1981 (the "Bond Ordinance"; all other capitalized terms used herein and not otherwise defined shall have the meanings specified in the Bond Ordinance), which is incorporated herein by reference] on such first day of each calendar quarter; provided however, that the rate of interest applicable to the period from the date hereof to March 31, 1982 shall equal 70% of the Prime Rate on the date hereof. Principal of, premium, if any, and interest on this Series 1981 Bond are payable in lawful money of the United States of America immediately available at the address of the Owner hereof provided to the Issuer and the Borrower, as hereinafter defined. In the event that the Issuer shall fail to make or fail to cause to be made, any of the payments required herein to be made, the item or installment so in default shall continue as an obligation of the Issuer until the amount in default shall have been fully paid, and the Issuer agrees to pay the same, or to cause the same to be paid, on demand, with interest thereon (to the extent permitted by law) at 1% above the rate of interest then being borne by this Series 1981 Bond. Upon payment or prepayment of the principal of, or interest on, this Series 1981 Bond, the Owner hereof shall note such payment on the Schedule of Payments attached hereto and made a part hereof.

Payment of the principal of this Series 1981 Bond and interest hereon shall be made to the Owner hereof in immediately available funds by 10:00 A.M., Chicago time, on the due date. If the date when any of the payments required by this Series 1981 Bond to be due shall be a Saturday, Sunday, legal holiday or other day on which any party entitled to payment hereunder is authorized by law to close, then such payment need not be made to such party on such date but may be made to such party on the next succeeding business day not a Saturday, Sunday, legal holiday or day upon which such party is authorized by law to close with the same force and effect as if made on the date originally due, and no additional interest shall accrue for the period between such original due date and the actual payment date.

The issuance of this Series 1981 Bond has been duly authorized by the Issuer, and this Series 1981 Bond constitutes a portion of the issue known as the "Industrial Development Revenue Bond, Series 1981 (Ephriam, Inc. Project)" of the Issuer issued in the aggregate principal amount of Four Hundred Seventy-five Thousand Dollars (\$475,000), authorized for the purpose of financing the acquisition of a facility for manufacturing and repairing granualizing equipment within the corporate limits of the Issuer (the "Project"), and paying necessary expenses incidental thereto, so as to fulfill the purposes of the Enabling Ordinance, as hereafter defined, to wit: to create a favorable climate for new and improved job opportunities for residents of the City of Chicago by encouraging the development of business, industry and commerce within the City of Chicago. This Series 1981 Bond, along with the Additional Bonds which may subsequently be issued (this Series 1981 Bond and such Additional Bonds being hereinafter collectively referred to as the "Bonds"), are issued under and are equally and ratably secured as to principal, premium, if any, and interest pursuant to the Bond Ordinance, and are additionally secured by, among other things, (i) a certain Loan Agreement (the "Loan Agreement") dated as of December 1, 1981 between the Issuer, as lender, and Ephriam, Inc., an Illinois corporation, as borrower (the "Borrower"), (ii) a certain Pledge and Assignment (the "Assignment") dated as of December 1, 1981 from the Issuer, as assignor, to the purchaser of the Bond (the "Bond Purchaser"), as assignee, (iii) a certain Collateral Security Agreement (the "Collateral Security Agreement") dated as of December 1, 1981 from the Borrower, as pledgor, to the Bond Purchaser, as pledgee, and (iv) a certain Mortgage and Security Agreement (the "Mortgage") dated as of December 1, 1981 from the Borrower, as mortgagor, to the Bond Purchaser, as mortgagee, and

are entitled to the benefit of a Guaranty Agreement (the "Guaranty Agreement") dated as of December 1, 1981 between the Borrower and Daniel Ephraim and Philip Ephraim, as guarantors, and the Bond Purchaser. Reference is hereby made to the Bond Ordinance, the Loan Agreement, the Assignment, the Collateral Security Agreement, the Mortgage and the Guaranty Agreement (all of which, together with the Fiscal Agent Agreement, are hereinafter collectively referred to as the "Instruments") for a description of the Project, the nature and extent of the security for the Bonds, a statement of the terms and conditions upon which the Bonds are issued and secured, the rights of the Owners hereof and thereof and the other matters set forth therein.

A loan of the proceeds of this Series 1981 Bond has been made pursuant to the Loan Agreement to the Borrower for the purpose of financing the Project. Pursuant to the Loan Agreement, the Borrower must pay, or cause to be paid, to the Issuer or its assignee such amounts as will always be sufficient in the aggregate to pay the principal of, premium, if any, and interest on the Bonds as the same mature and become due; and under the Loan Agreement, it is the obligation of the Borrower to operate and maintain the Project, or to cause the Project to be operated and maintained, in good repair, to keep it, or to cause it to be kept, properly insured, and to pay, or to cause to be paid, all taxes, assessments and other charges levied or assessed against or with respect to the Project.

The Bonds shall be limited obligations of the Issuer, the principal of, premium, if any, and interest on which shall be payable solely from the sources specified in, and be secured as provided by, the Enabling Ordinance and the Instruments. Pursuant to the provisions of the Instruments, amounts sufficient in the aggregate for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid directly to the Owners of such Bonds for the account of the Issuer pursuant to the terms and provisions thereof. The obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds shall never constitute a general obligation of the Issuer, nor shall the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds ever constitute an indebtedness or loan of credit of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any State of Illinois constitutional provision or statutory limitation, and neither the Issuer, the State of Illinois nor any political subdivision thereof shall be liable thereon, and the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds shall neither constitute nor give rise to a pecuniary liability or a charge against the general credit or taxing power of the Issuer, the State of Illinois or any political subdivision thereof.

Any payments on the Bonds made to any Owner (or representative thereof) by the Borrower or the Issuer, or for the account of the Borrower or the Issuer, shall for all purposes and in every respect be deemed a payment of the Bonds, and such funds shall be applied to the payment of the Bonds and shall satisfy and discharge the liability of the Issuer upon the Bonds.

This Series 1981 Bond is issued under and in full compliance with the Constitution and laws of the State of Illinois, including particularly Article VII, Section 6 of the 1970 Constitution of the State of Illinois and Chapter 15.2 of the Municipal Code of Chicago, as supplemented and amended, (the "Enabling Ordinance").

The principal of this Series 1981 Bond, over and above the payments required to be paid on a quarterly basis, may be prepaid on any quarterly payment date by the Issuer at the option of the Borrower upon notice to the Owners as hereinafter provided, in whole or in part (and if in part, such payments shall be applied to future principal payments in the inverse order of their due dates), but only in amounts equal to or greater than \$5,000 per prepayment and only after giving the notice specified below, at a prepayment price equal to the sum of the following: (i) 100% of the principal amount to be prepaid, plus accrued interest to the date of prepayment, plus (ii) if all outstanding Bonds are to be redeemed, an amount of money equal to the total of (a) the fees, charges and expenses of the Issuer, the Fiscal Agent and the Owners of the Bonds, if any, accrued and to accrue until the prepayment date plus (b) an amount of money sufficient to discharge all other liabilities of the Borrower accrued under the Instruments.

Notice of any prepayment shall be given in the name of the Issuer by the Issuer or the Borrower in the manner specified in Section 9.1 of the Loan Agreement at least 30 days and not more than 90 days prior to the date fixed for prepayment, to the Owner of each Bond to be prepaid at the address furnished to the Issuer and the Borrower in writing by such Owner. Each such notice shall specify the series, numbers and principal amounts of the Bonds to be prepaid, unless the giving of such notice is waived in writing by the Owners of all of the Bonds to be prepaid. Failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the prepayment of any other Bond and shall not affect the validity of any prepayment which has been paid and accepted. The unpaid portions of the Bonds shall continue to bear interest until paid.

Upon the giving of notice to the Owner hereof, as described herein, all or any portion of this Series 1981 Bond shall, in the manner set forth above, be prepaid. Such prepayment shall be valid upon payment of the amount thereof to the Owner of this Series 1981 Bond, and the Issuer shall be fully released and discharged from all liability to the extent of such payment, irrespective of whether such payment shall be endorsed upon the Schedule of Payments appended hereto, and irrespective of any error or omission in such endorsement.

So long as the Bond Purchaser owns, or shall have agreed to repurchase, a majority in principal amount of the Series 1981 Bond, this Series 1981 Bond is subject to mandatory redemption in whole and not in part by the Issuer prior to maturity on December 31, 1986 in the event that the Bond Purchaser shall demand on or before September 30, 1986 (in a written notice) that the Borrower prepay the indebtedness pursuant to Section 7.1 of the Loan Agreement. In such event, this Series 1981 Bond shall be subject to redemption at the optional redemption price referred to in the third preceding paragraph hereof.

In the event of a Determination of Taxability, interest hereon shall, as of the day after the most recent quarterly payment date, begin to accrue at the Adjusted Rate; provided, however, that in the event of a final determination that interest on this Bond is not includable in the federal gross income of the Owner hereof, all such increased interest paid shall be credited to the prepayment of the unpaid principal installments hereof in the inverse order of their due dates and any excess over remaining principal shall be refunded. After a Determination of Taxability, the Issuer shall pay to the Owner hereof within 90 days after notice to the Borrower and the Issuer advising of the relevant facts with respect thereto and demanding the payment of the same a premium equal to (i) an amount of interest for tax indemnification purposes equal to the difference between (x) interest on each Series 1981 Bond (whether or not then Outstanding) for the period held by each Owner or former Owner during the Inclusion Period at the Adjusted Rate for such period and (y) the amount of interest actually paid on such Bond to such Owner during such period plus (ii) any penalties or interest which all such persons may have had to pay as a result of interest on this Series 1981 Bond being deemed taxable.

No Owner or former Owner who shall receive a Notice of Proposed Deficiency with respect to interest on this Series 1981 Bond or similar notice from the Internal Revenue Service shall be obligated to contest such Notice or similar notice.

If the Issuer shall default in the due and punctual payment of the principal of, premium, if any, or interest on any Bond when and as the same shall become due and payable, at maturity, by acceleration or otherwise, or if an "event of default," as defined in the Loan Agreement, shall occur, then, and at any time thereafter, unless and until the event of default shall have been cured or shall have been waived in the manner provided therein, the Owners of a majority in aggregate principal amount of bonds then Outstanding may, upon written notice (given in the manner specified in Section 9.1 of the Loan Agreement) to the Issuer, the Borrower and the Owners of the remainder of the Bonds at the time Outstanding, declare all Bonds to be due and payable and may proceed to enforce the rights embodied in the Bonds and any and all such other rights as the Owners of the Bonds may have, either by suit in equity or by action at law, or both. Nothing herein contained shall, however, affect or impair the right of the Owner hereof to enforce (by acceleration or otherwise) the payment of the principal of, premium, if any, or interest on this Bond at and after the maturity hereof or the obligation of the Issuer to pay the principal of, premium, if any, on this Bond and interest to the Owner hereof at the time, place, from the source and in the manner herein expressed.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal of all of the Bonds issued under the Bond Ordinance, and then outstanding, may become or may be declared to be due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Instruments may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

No sale, assignment or transfer hereof shall be effective as against the Issuer or the Borrower until notice thereof shall have been given to the Issuer and the Borrower in the manner required for the giving of notice under Section 9.1 of the Loan Agreement. The sale, transfer or other disposition of this Series 1981 Bond shall at all times remain within the control of the Owner hereof, but each Owner is obligated to use its best efforts to cause any sale, transfer or assignment of this Series 1981 Bond to be made only to "Institutional Investors," as such term is defined in the Bond Ordinance, for the Investment Account of such Institutional Investors.

Subject to the preceding paragraph, this Series 1981 Bond may be sold, transferred or assigned by the Owner hereof in person, or by his attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance. Upon such sale, transfer or assignment, the purchaser, transferee or assignee hereof shall be entitled, at such purchaser's, transferee's or assignee's expense, to the issuance of a new Bond or Bonds.

The Issuer may deem and treat the party in whose name this Series 1981 Bond is registered as the absolute owner hereof for the purpose of receiving payments of, or on account of, the principal hereof, premium, if any, and interest due hereon, and for all other purposes, and neither the Issuer nor the Borrower shall be affected by any notice to the contrary, except as provided in the Bond Ordinance.

It is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the passage and approval of the Bond Ordinance and the issuance of this Series 1981 Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Series 1981 Bond, together with all other obligations of the Issuer relating hereto, shall not constitute an indebtedness of the Issuer, the County of Cook, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provisions of the State of Illinois. Neither the officers of the Issuer nor any person executing the Bonds shall be personally liable on the Bonds solely by reason of the issuance thereof.

In Witness Whereof, the City of Chicago, Illinois has caused this Series 1981 Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its seal to be impressed hereon, all as of _____, 1981.

City of Chicago, Illinois

By _____
Mayor

Seal Attest
by _____

City Clerk

(Form of Assignment)

Assignment

For value received, the undersigned sells, assigns and transfers unto _____ this Series 1981 bond of the Issuer. No sale, assignment or transfer hereof shall be effective as against the Issuer or the Borrower until notice thereof shall have been given to the Issuer and the Borrower in the manner required for the giving of notice under Section 9.1 of the Loan Agreement. The sale, transfer or other Disposition of this Series 1981 Bond shall at all times remain within the control of the owner hereof, but each owner is obligated to use its best efforts to cause any sale, transfer or assignment of this Series 1981 Bond to be made only to "Institutional Investors," as such term is

defined in the Bond Ordinance, for the Investment Account of such Institutional Investors.

Dated: _____

Signed: _____

Witness: _____

(Form of Schedule of Payments)

Schedule of Payment

<i>Payment</i>	<i>Principal Due</i>	<i>Principal Balance Payment</i>	<i>Interest Signature</i>	<i>Name of Recipient Title and</i>
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

SECTION 6. *Execution and Delivery of the Bonds; Deposit of Bond Proceeds; Designation of Fiscal Agent by Issuer.* The Mayor and the City Clerk of the Issuer are hereby authorized and directed to prepare and execute, in the manner hereinbefore specified, the Series 1981 Bond herein authorized, and to deliver the Series 1981 Bond to the Bond Purchaser upon receipt of the purchase price therefore, namely 100% of the principal amount thereof. The Bank is hereby designated Fiscal Agent for the Issuer for the purposes of, among other things, (i) serving as the depository of the proceeds of the Series 1981 Bond as provided herein, (ii) establishing and maintaining the Construction Fund and (iii) performing such other obligations and responsibilities as shall be provided in the Instruments. The proceeds of said Series 1981 Bond shall be deposited with the Fiscal Agent and applied as provided herein and in Section 3.3 of the Loan Agreement.

SECTION 7. *Evidence of Signatures of Owners; Ownership of Bonds.* Any request, consent, revocation of consent or other instrument which this bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more counterparts of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond and any Bond issued in exchange therefore or in replacement thereof with respect to anything done or suffered to be done by the Issuer, the Fiscal agent or the Borrower in accordance therewith.

SECTION 8. *Construction Fund.* There is hereby authorized and ordered to be established in the custody of the Fiscal Agent a separate trust fund designated the "Ephriam, Inc. Construction Fund (City of Chicago, Illinois)" (the "Construction Fund"). The Fiscal Agent shall promptly deposit the proceeds derived from the sale of the Series 1981 Bond into the Construction Fund. The Construction Fund shall be used for the purpose of providing moneys to pay the Cost of the Project in the manner and as provided in Section 3.3 of the Loan Agreement. Any moneys not required for said purpose shall, when the Project is certified as having been completed as provided in Section 3.5 of the Loan Agreement, be applied by the Fiscal Agent in the manner provided in Section 3.3(k) of the Loan Agreement. Moneys held in the Construction Fund or in any other trust fund established hereunder or pursuant hereto, including proceeds of insurance or condemnation, upon instructions from the Authorized Borrower Representative, shall be invested by the Fiscal Agent in Permitted Investments (as defined in the Loan Agreement) pursuant to Section 3.8 of the Loan Agreement.

SECTION 9. *Payment of Principal of, Premium, If Any, and Interest; Condition of the Issuer's Obligations.* The Issuer covenants that it will promptly pay, or cause to be paid, the principal of, premium, if any, and

interest on every Bond, at the place, on the dates and in the manner provided in this Bond Ordinance and in the Bonds according to the true intent and meaning hereof and thereof. If the date when any of the payments required by Section 3 shall be due shall be a Saturday, Sunday, legal holiday or other day on which any party entitled to payment hereunder is authorized by law to close, then such payment need not be made to such party on such date but may be made to such party on the next succeeding business day not a Saturday, Sunday, legal holiday or day upon which such party is authorized by law to close with the same force and effect as if made on the date originally due, and no additional interest shall accrue for the period between such original due date and the actual payment date.

The principal of, premium, if any, and interest on the Bonds are payable solely from the revenues and receipts derived from or in connection with the Instruments and the Project (but excluding those amounts derived by or for the Issuer pursuant to its Indemnification Rights), which revenues and receipts are hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Instruments. The Bonds are further secured by, among other things, the Instruments and the Construction Fund. The Issuer shall not be required under the Instruments to expend any of its funds other than (i) the proceeds derived from the sale of the Bonds, (ii) the income, revenues, receipts and other moneys derived from the Instruments or the Project (but excluding revenues and receipts derived by or for the Issuer pursuant to its Indemnification Rights), (iii) any income gains therefrom and (iv) condemnation awards, amounts received pursuant to any sale under threat of condemnation or insurance proceeds with respect to the Project. Each and every covenant herein made is predicated upon the condition that any obligation for the payment of money incurred by the Issuer shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provision, but shall be payable solely from the revenues and receipts derived from or in connection with the Project, including all moneys received by the Issuer under the Loan Agreement, or by the Issuer's assignee under the Assignment, which revenues and receipts (but excluding revenues and receipts derived by or for the Issuer pursuant to its Indemnification Rights) are hereby specifically pledged to the payment thereof in the manner and to the extent in the Instruments specified; and nothing in the Bonds or this Bond Ordinance shall be considered to pledge any other funds or assets of the Issuer.

Any provision of this bond Ordinance to the contrary notwithstanding, the Issuer shall not be obliged to take any action or to execute any instrument pursuant to any provision hereof (other than its obligations to pay the principal of, premium, if any, and interest on the Bonds), unless (i) it shall have been requested to do so by the Owner of any such Bond in writing and (ii) if compliance with such request can reasonably be expected to result in the incurrence by the Issuer of any fees or expenses, it shall have received from the Borrower or the Owner of the Bond assurances reasonably satisfactory to the Issuer that the Issuer will be promptly reimbursed for the full amount of such fees and expenses; provided, however, that no limitation on the obligations of the Issuer contained herein by virtue of any lack of assurances provided in clause (ii) above shall be deemed to prevent the occurrence and full force and effect of an event of default hereunder.

SECTION 10. Amendments or Modifications. Any provision of the Bonds or the Instruments may be modified or amended in any respect with the written consent of the Owners of a majority in aggregate principal amount of Bonds then Outstanding; provided, however, that nothing contained herein shall permit or be construed as permitting (1) without the consent of all Owners affected thereby, (a) an extension of the stated maturity or reduction in the principal amount of any Bond, (b) a reduction in the rate, or extension of the time of payment, of interest on any Bond, (c) a reduction of any premium payable on the redemption of any Bond, (d) the creation of any lien (other than Permitted Encumbrances, as defined in the Loan Agreement, and Additional bonds issued pursuant to Section 19 hereof) prior to or on a parity with the lien of the Instruments, (e) a reduction in the percentage in principal amount of Bonds, the consent of whose Owners is required for any supplemental or amendatory ordinance, or (f) a privilege or priority of any Bond over any other Bond; and (2) without the written consent of the Fiscal Agent, the modification of the rights, duties or immunities of the Fiscal Agent; provided, further, that any provision relating to the amounts to be paid on the Bonds (or the time of such payments) may be modified or amended

only with the written consent of all of the Owners of the Bonds then Outstanding; and provided, further, that the Borrower shall have given its prior written approval to any such modification or amendment if the same would permit, or be construed to permit, any change in the obligations of the Borrower as set forth in the Instruments. Every amendment or modification of a provision of the Bonds or the Instruments to which the written consent of the Owners of all or a majority in aggregate principal amount, as appropriate, of the Bonds is given, as above provided, shall be expressed in an ordinance of the Issuer amending or supplementing the provisions of this Bond Ordinance and shall be deemed to be a part of this Bond Ordinance. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or supplement. A certified copy of every such amendatory or supplemental ordinance, and a certified copy of this Bond Ordinance, will be sent by the City Clerk of the Issuer to the Borrower and to each of the Owners of the Bonds.

SECTION 11. *Enforcement.* The provisions of this Bond Ordinance shall constitute a contract between the Issuer and the Owners, and subject to the provisions of Section 15 hereof, the Owner of any one or more of the Bonds may sue to recover interest, premium or principal which has not been paid according to the terms of said Bonds. The Owners of the Bonds then Outstanding, in accordance with the provisions of Section 13 hereof and the Assignment, may sue in any action, either at law or in equity, to enforce or compel performance of all duties and obligations required by this Bond Ordinance to be done or performed by the Issuer or by the Borrower.

SECTION 12. *Events of Default.* Each of the events set forth in Section 6.1 of the Loan Agreement, and defined therein as an "event of default," shall constitute an "event of default" hereunder. The Owners of a majority in aggregate principal amount of the Bonds then Outstanding may appoint a representative to act on behalf of the Owners of all of the Bonds, and such representative shall be and is hereby vested with all of the rights, powers and duties of a trustee appointed by the Owners of all of the Bonds (the "Authorized Owner Representative"). Upon the occurrence of an event of default, the Authorized Owner Representative or (if no representative is selected) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may, by notice in writing delivered to the Issuer, the Borrower and the other Owners of Bonds then Outstanding, declare the principal of all Bonds then outstanding, the interest accrued thereon and any premium, to be due and payable immediately without presentment, demand, protest or other notice of any kind, all of which are hereby waived; and, upon any such declaration, the same shall become and be immediately due and payable. Nothing herein contained shall, however, affect or impair the right of any Owner of any Bond to enforce (by acceleration or otherwise) the payment of the principal of, premium, if any, or interest on such Bond at and after the maturity thereof or the obligation of the Issuer to pay the principal of, premium if any, and interest on each Bond issued hereunder to the respective Owners at the time, place, from the source and in the manner herein and in each Bond expressed.

The Issuer hereby grants to the Borrower full authority for the account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged to constitute an event of default in any notice received by the Borrower, in the name and place of the Issuer, with full power to do any and all things and acts to the same extent as the Issuer, and to perform any such things and acts with full power of substitution.

SECTION 13. *Foreclosure and Enforcement of Remedies.* Upon the happening and continuance of any event of default, and the giving of notice to the Issuer, the Borrower and the other Owners of the Bonds then Outstanding by the Authorized Owner Representative or (if no Authorized Owner Representative is selected) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (as provided in Section 12 hereof), then and in every case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or the Authorized Owner Representative) may proceed to protect and enforce the rights of all Owners of Bonds then Outstanding forthwith by such suits, actions or special proceedings in equity or at law, or proceedings in the office of any board or officer having jurisdiction, whether for the specific performance of any covenant or agreement contained in the Bonds or the Instruments, or in aid of the execution of any power granted herein, therein or in the Enabling Ordinance, or for the enforcement of any legal or equitable rights or remedies, including the sale of all or any part of the Project, subject to statutory requirements, if any, to the highest bidder, and all right, title and interest, claim and demand therein and thereto, and all right of redemption thereof, as the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or the Authorized Owner Representative) shall determine.

In the enforcement of any right or remedy under the Instruments or the Enabling Ordinance, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or the Authorized Owner Representative) shall be entitled to sue for, enforce payment on and receive any and all amounts then due and unpaid or becoming due from the Issuer to the Owners of all of the Bonds then Outstanding, for principal, interest, premium or otherwise under any provision of the Bonds, the Instruments or the Enabling Ordinance, with interest (to the extent permitted by law) on overdue payments at 1% above the rate of interest then being borne by the Series 1981 Bond, together with any and all costs and expenses of collection and of all proceedings hereunder and thereunder, without prejudice to any other right or remedy of the Owners of all of the Bonds then Outstanding, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and therein, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from the moneys available for said purpose), in any manner provided by law, the moneys adjudged or decreed to be payable.

SECTION 14. *Application of Revenues and Receipts After Default.* All moneys received by the Owners pursuant to any right given or action taken under the provisions of this Bond Ordinance shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money, and of the expenses, liabilities and advances incurred or made by the Owners, be applied to the payment of the Bonds in such manner as the Owners of all of the Bonds may determine, or in the absence of such a determination, pro rata.

Whenever the principal of, premium, if any, and interest on all of the Bonds shall have been paid under the provisions of this Section, and all expenses and charges of the Owners, the Fiscal Agent and the Issuer shall have been paid, any balance remaining shall be paid to or upon the order of the Borrower.

SECTION 15. *Waiver of Events of Default; Actions by the Owners of the Bonds.* The Owners of a majority in aggregate principal amount of the Bonds then Outstanding or the Authorized Owner Representative may waive any event of default hereunder upon payment of all amounts in default, and after all other defaults have been cured, except for a default under Section 6.1(a) of the Loan Agreement, which may only be waived by the consent of all of the Owners of the Bonds then Outstanding. All rights of action under the Instruments or the Bonds may be enforced by the Owners of the appropriate aggregate principal amount of Bonds then Outstanding without the production thereof at any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Owners of the appropriate aggregate principal amount of Bonds then Outstanding shall be brought in their respective names without the necessity of joining as a party plaintiff or defendant the Issuer, and any recovery of judgment will be for the equal benefit of all of the Owners.

Nothing contained in the Instruments shall affect or impair the right of any Owner of any Bond to the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds to the respective Owners thereof at the time, place, from the sources and in the manner herein and in said Bonds expressed.

If any proceeding taken by the Owners on account of any event of default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then and in every such case the Borrower, the Issuer and the Owners shall be restored, respectively, to their former obligations and rights hereunder.

No remedy conferred upon or reserved to the Owners by the terms of the Instruments is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under the Instruments or now or hereafter existing at law or in equity.

No delay or omission of the Owners of the appropriate aggregate principal amount of the Bonds then Outstanding to exercise any right or power arising upon any event of default shall impair any right or power or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by the Instruments to the Owners may be exercised from time to time and as often as may be deemed expedient by the Owners of the appropriate aggregate principal amount of the Bonds then Outstanding.

SECTION 16. *Owners Control Proceedings.* Subject to the provisions of the preceding Section, anything in the Instruments to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing, executed and delivered, effective upon deposit in the mail if sent by registered or certified mail, to the Issuer and the Borrower, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Instruments and for the appointment of a receiver or any other proceedings hereunder or thereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Ordinance.

SECTION 17. *Acceleration in the Event of Default.* In the event that the principal of, premium, if any, or interest on the Bonds herein authorized is not paid according to the terms hereof and thereof, either on maturity, mandatory prepayment, call for redemption or the occurrence of an event of default, the Authorized Owner Representative or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, may, in accordance with the provisions of the Assignment, by written notice in the manner specified in Section 9.1 of the Loan Agreement given to the Borrower, the Issuer and the other Owners of Bonds then Outstanding, declare the principal of, premium, if any, and interest on all Bonds then Outstanding to be immediately due and payable; and upon such declaration given as aforesaid, the principal of, premium, if any, and accrued interest on said Bonds shall be immediately due and payable. This provision, however, is subject to the condition that if at any time thereafter all arrears of interest, except interest accrued but not due, and of principal shall have been paid in full, then in every such case, the Owners of all the Bonds then Outstanding, by written notice in the manner specified in Section 9.1 of the Loan Agreement given to the Borrower, the Issuer and the other Owners of the Bonds then Outstanding, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any other event of default or impair any rights consequent thereon.

SECTION 18. *Defeasance.* If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all of the Bonds or their representatives the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and this Bond Ordinance, and if all other amounts due under the Instruments are paid in full, then the pledge and assignment of any revenues and receipts from or in connection with the Project under the Instruments, and the estate and rights hereby and thereby granted, and all covenants, agreements and other obligations of the Issuer to the Owners, shall thereupon cease, terminate, become void and be discharged and satisfied. In such event, the Owners shall cancel and discharge the lien of the Instruments, and shall execute and deliver to the Issuer and the Borrower, and record in all offices appropriate therefor, all such instruments as may be appropriate to satisfy such lien and to evidence such discharge and satisfaction; and the Fiscal Agent, the Issuer and the Owners shall pay over and deliver to the Borrower or its order all moneys or securities held by them or their representative pursuant to this Bond Ordinance which are not required for the payment of the principal of, premium, if any, or interest on the Bonds not theretofore paid or redeemed and all other amounts due under this Bond Ordinance.

All Bonds paid or redeemed in full shall be returned to the Issuer for cancellation prior to their delivery to the Borrower.

SECTION 19. *Issuance of Additional Bonds.* As long as no event of default is occurring, the Issuer, at the written request of the Borrower and subject to the prior written approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding and to the extent permitted by law in effect at the time thereof, shall use its best efforts to issue Additional Bonds on a parity with the Series 1981 Bond and any Additional Bonds theretofore or thereafter issued for the purposes specified in Section 3.2 of the Loan Agreement. Before any Additional Bonds are issued, there shall be delivered to the Fiscal Agent and the Owners the items required as a prerequisite thereto by this Section.

Additional Bonds shall be issued in such series and principal amounts, shall be dated, shall be numbered, shall bear interest at such rates, shall be subject to redemption at such times and prices and shall mature in such years as the ordinance amendatory hereof and supplemental hereto authorizing the issuance thereof shall fix and determine.

Upon the execution and delivery in each instance of an appropriate ordinance amendatory hereof and supplemental hereto, the Issuer shall issue, execute and deliver to the purchasers thereof such Additional Bonds as hereafter provided. Prior to the delivery of any Additional Bonds, there shall be filed with the Fiscal Agent and the Owners:

(a) A valid and effective amendment to the Loan Agreement pursuant to Section 3.2 thereof, providing for the inclusion within the Project of any real and personal properties (or interests therein) to be acquired by purchase or construction from the proceeds of the Additional Bonds and providing for an increase in the obligations of the Borrower under Section 4.2 of the Loan Agreement.

(b) A valid and effective amendatory or supplemental ordinance providing for the issuance of such Additional Bonds, subjecting to the lien of the Instruments, as appropriate, any and all real estate and interests therein, and any buildings, structures, facilities, machinery, equipment, fixtures and related property, and interests therein (whether real, personal or mixed), acquired by purchase or construction from the proceeds of such Additional Bonds and pledging and assigning the additional amounts payable under the Loan Agreement to the payment of the Bonds.

(c) A duly certified copy of a valid and effective amendatory or supplemental ordinance authorizing such amendment to the Loan Agreement and the Assignment and issuance of such Additional Bonds.

(d) The proceeds of such Additional Bonds shall be paid over to the Fiscal Agent and deposited to the credit of the Construction Fund as provided in Section 8 hereof (or to such other trust funds as are provided and created by the amendatory or supplemental ordinance).

(e) A certificate signed by the Authorized Borrower Representative to the effect that no event of default is occurring or will result from the issuance of such Additional Bonds.

(f) An opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not affect the tax-exempt status of all Bonds then Outstanding.

SECTION 20. *Authorization and Confirmation of the Sale of the Series 1981 Bond.* The Sale of the Series 1981 Bond to the Bond Purchaser at a price of 100% of the principal amount thereof pursuant to the form, terms and provisions of this Bond Ordinance is hereby approved and confirmed.

SECTION 21. *Form, Execution and Authorization of Instruments.* The Issuer, by its Mayor and its City Clerk, is authorized to execute and deliver the Series 1981 Bond, the Loan Agreement, the Assignment and the Fiscal Agent Agreement, which instruments are to be substantially in the form now before this meeting and hereby approved, and which instruments the Mayor and the City Clerk of the Issuer are hereby authorized and directed to execute for and on behalf of, and as the act and deed of, the Issuer. The Series 1981 Bond, the Loan Agreement, the Assignment and the Fiscal Agent Agreement, as executed and delivered by the Mayor and the City Clerk of the Issuer, shall each be in substantially the respective forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval and the approval of the City Council of the Issuer of any and all changes or revisions therein from the forms of said instruments now before this meeting; and from and after the execution and delivery of the above-mentioned documents, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and instruments as may be necessary to carry out and comply with the provisions of this Bond Ordinance and said Loan Agreement, Assignment and Fiscal Agent Agreement as executed.

SECTION 22. *Execution of Other Instruments and Certificates.* The Mayor and the City Clerk, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Instruments to which it is a party by the parties thereto, the performance of all obligations of the Issuer under and pursuant to such Instruments, the execution and delivery of the Series 1981 Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Bond Ordinance and such other Instruments. The Mayor and the City Clerk of the Issuer are hereby further authorized and directed for and on behalf of the Issuer to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Bond Ordinance and such other Instruments, or to evidence said authority and its exercise.

The Mayor and the City Clerk may each designate another to act as their respective proxies and to affix their respective signatures to the Bonds and any other instruments, certificate, agreement or document (including but not limited to the Instruments to which it is a party) required to be signed by the Mayor or the City Clerk pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates, agreements and documents which such person shall be authorized to sign as proxies for the Mayor and the City Clerk, respectively. A written signature of the Mayor or of the City Clerk, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City.

SECTION 23. *Rights Under Loan Agreement.* The Issuer agrees that the Owners of all of the Bonds or the Owners of a majority in aggregate principal amount of the Bonds, as appropriate, as pledgees and assignees of certain revenues and receipts derived from the Loan Agreement under the Assignment, in their respective names or in the name of the Issuer, shall, subject to the provisions thereof, have the legal power to exercise all of the rights, powers and privileges of the Issuer under the Loan Agreement, including the right to enforce all of the obligations of the Borrower thereunder.

SECTION 24. *Provisions of This Bond Ordinance Separable.* The provisions of this Bond Ordinance are hereby declared to be separable; and if any section, phrase or provision shall for any reason be declared to be invalid, such declarations shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 25. *Conflicting Resolutions and Ordinances.* All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict. Notwithstanding the foregoing sentence, the initial ordinance of the Issuer with respect to the Project (adopted November 13, 1981) shall not be repealed either in whole or in part.

SCHEDULE A AMORTIZATION SCHEDULE

Principal Payment

Year: 1982

March 31	\$ 6,461.96
June 30	6,648.55
September 30	6,840.53
December 31	7,038.05

Year: 1983

March 31	\$ 7,241.27
June 30	7,450.37
September 30	7,665.50
December 31	7,886.84

Year: 1984

March 31	\$ 8,114.57
June 30	8,348.88
September 30	8,589.95
December 31	8,837.99

Year: 1985

March 31	\$ 9,093.18
June 30	9,355.75
September 30	9,625.90
December 31	9,903.84

*Assumes one Series 1981 Bond; if such Bond is issued in multiple denominations, such principal amounts shall be proportionately adjusted.

Year: 1986

March 31	\$ 10,189.82
June 30	10,484.05
September 30	10,786.78
December 31	11,098.24

Year: 1987

March 31	\$ 11,418.71
June 30	11,748.42
September 30	12,087.66
December 31	12,436.69

Year: 1988

March 31	\$ 12,795.80
June 30	13,165.28
September 30	13,545.42
December 31	13,936.55

Year: 1989

March 31	\$ 14,338.97
June 30	14,753.00
September 30	15,179.00
December 31	15,617.29

Year: 1990

March 31	\$ 16,068.24
June 30	16,532.21
September 30	17,009.58
December 31	17,500.73

Year: 1991

March 31	\$ 18,006.06
June 30	18,525.99
September 30	19,060.93
December 31	19,611.45

SECTION 26. *Effective Date:* This Bond Ordinance shall take effect and be in force from and after its passage.

[Collateral Security Agreement, Pledge and Assignment with Acknowledgment, Fiscal Agent Agreement, Mortgage and Security Agreement, and Loan Agreement omitted for printing purposes.]

**Authority Granted for Issuance of an \$800,000 Industrial
Development Revenue Bond (Hudson Technology, Inc.)**

The Committee on Finance submitted a report (referred December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize issuance of an Industrial Revenue Bond in the amount of \$800,000 for the construction of buildings and related improvements for Hudson Technology, 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer, Hudson Technology, Inc., an Illinois corporation (the "Holding Company"), and its wholly owned subsidiary, Hudson Screw Machine Products Co. (the "Owner"), an Illinois corporation, contracts have been or will be entered into by the Owner or by the Holding Company for the construction of a building addition and related improvements and the installation of machinery and equipment therein, all to constitute an industrial facility (the "Project") within the boundaries of the Issuer, to be used by the Owner, and it is proposed that the Issuer shall enter into an Agreement (hereinafter the "Agreement") with the Holding Company, the Owner and American National Bank and Trust Company of Chicago (the "Purchaser") pursuant to which the Issuer shall lend the Owner and the Holding Company a sum sufficient, to accomplish such construction and installation, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction and installation of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$800,000; and

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

WHEREAS, The Issuer proposes to sell revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bond (Hudson Technology, Inc. Project)" upon a negotiated basis to the Purchaser; now, therefore,

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

Definitions.

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

"Agreement" means the Agreement dated as of November 1, 1981, among the Issuer, the Holding Company, the Owner and the Purchaser as from time to time amended and supplemented.

"Assignment" means the Assignment and Security Agreement dated as of November 1, 1981, from the Issuer to the Purchaser.

"Bond" means the Bond authorized to be issued hereunder.

"Depository Agreement" means the Depository Agreement dated as of November 1, 1981 among the Issuer, the Holding Company, the Company and the Purchaser.

"Holding Company" means Hudson Technology, Inc. and any surviving, resulting or transferee corporation as provided in the Agreement.

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

"Mortgage" means the Mortgage and Security Agreement, dated as of November 1, 1981, from the Holding Company and the Owner to the Issuer.

"Note" means the Direct Obligation Note provided for in Section 1.1 of the Agreement whereby the Holding Company and the Owner, jointly and severally, promise to make installment payments on the Note in satisfaction of their joint and several debt to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Owner" means Hudson Screw Machine Products Co. and any surviving, resulting or transferee corporation as provided in the Agreement.

"Permitted Rate" means 65% of the Prime Rate; provided, however, that so long as the Purchaser is the owner of the Bond and in the event the maximum marginal federal income tax bracket for or as applied to the Purchaser, pursuant to the Internal Revenue Code of 1954, as amended or to be amended, (the "Tax Rate") is greater than or less than 46%, the Permitted Rate for any such period of time shall be the percentage of the Prime Rate arrived at by multiplying the difference between 100% and the then applicable Tax Rate by 120% such Permitted Rate fluctuating accordingly with any changes from time to time in the Tax Rate.

"Prime Rate" means the interest rate publicly announced from time to time by the Purchaser as that rate charged by it for 90-day unsecured loans to its most credit worthy commercial borrowers in its lending capacity as a commercial bank.

"Project" means the building, related improvements, machinery and equipment which are to be purchased by the Owner and the Holding Company in part with moneys received under the Agreement.

"Purchaser" means the American National Bank and Trust Company of Chicago.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition of the Project is not less than \$800,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceedings thereof to the Owner and the Holding Company. It is hereby found and declared that the financing of the Project and the use thereof by the Owner as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the Bond, the mortgaging of the Project by the Holding Company and the Owner to the Issuer and the Assignment of the Mortgage by the Issuer to the Purchaser is necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (Hudson Technology Inc. Project) in the principal sum of \$800,000. The Bond shall be issued in the form set forth in the Agreement, shall be dated as of the Closing Date (as defined in the Agreement), shall be numbered as provided in the Agreement and shall mature in 10 consecutive annual principal installments of \$53,333.33 each (except that the last principal installment shall be the entire unpaid principal amount) payable on December 31, 1982 and on each December 31 thereafter to and including December 31, 1996. Interest on the outstanding principal of the Bond shall be payable in consecutive quarterly installments commencing March 31, 1982 and on each June 30, September 30, December 31 and March 31 thereafter to and including December 31, 1996 at the Permitted Rate until paid. The Bond shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Agreement.

Principal and interest shall be payable at the principal office of the Purchaser in Chicago, Illinois, except as otherwise provided in the Agreement.

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

The Bond shall be signed by the Mayor by her manual signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon.

Bond Is Limited Obligation.

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

Assignment, Depositary Agreement and Mortgage

SECTION 5. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized, the Issuer will assign and pledge to the Purchaser all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Sections 1.6(c), 7.2, 7.7, 8.3 and 10.2(b) of the Agreement relating to indemnification of the Issuer by the Holding Company or the Owner or to the Holding Company's or the Owner's obligation to pay any attorneys' fees and expenses incurred by the Issuer upon either the Holding Company's or the Owner's default) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof.

As further security for the payment of the Note and the principal installments of and interest on the Bond, the Holding Company and the Owner will execute and deliver the Mortgage in substantially the form presented to the governing body of the Issuer, which Mortgage is now on file in the official records of the Issuer, and hereby approved by the governing body of the Issuer, and will cause the Mortgage to be recorded in the mortgage records of the office of the Registrar of Titles of Cook County, Illinois.

The Issuer will deposit the proceeds received from the sale of the Bond in the Construction Fund (as defined in the Agreement) to be held by the Purchaser as appointed depository for the Issuer under and pursuant to the Depositary Agreement. The Issuer will authorize and direct the Purchaser, as depository, to disburse the moneys in the Construction Fund to or on behalf of the Holding Company or the Owner in accordance with the provisions of Section 6 of the Agreement and the Depositary Agreement which Depositary Agreement, in substantially the form presented to the governing body of the Issuer, is now on file in the official records of the Issuer and hereby approved by the governing body for the Issuer.

Sale of the Bond; Execution of Documents

SECTION 6. (a) The sale to the Purchaser of the Bond hereby authorized at a price of \$800,000 plus accrued interest, if any, is hereby approved by said governing body.

(b) The Agreement and the Assignment in substantially the form in which the same have been presented to the governing body of the Issuer and which are now on file in the official records of the Issuer are hereby authorized and approved.

The Mayor is hereby authorized and directed to execute the Agreement, the Depositary Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions

SECTION 7. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates, and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement and the Assignment and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 8. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 9. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

SECTION 10. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect from and after its passage.

[Agreement, Assignment and Security Agreement, Contingent Purchase Agreement, Mortgage and Security Agreement and Depositary Agreement omitted for printing purposes.]

**Authority Granted for Issuance of \$3,250,000 Industrial Revenue
Bond for Midwest Dock Corporation Project.**

The Committee on Finance submitted a report (referred December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize issuance of Industrial Revenue Bond, in the amount of \$3,250,000 for acquisition of dock facilities for Midwest Dock Corporation Project.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and Midwest Dock Corporation, an Illinois corporation, and Drovers Bank of Chicago, not individually but as Trustee under Trust Agreement dated August 19, 1981 and known as Trust No. 81121 (collectively the "Borrower"), contracts have been or will be entered into by the Borrower for the acquisition, construction and equipping of dock facilities and related improvements for use as a dock, ferrous scrap processing and storage and office facility (the "Project") within the boundaries of the Issuer, and which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and the Issuer is willing to issue its industrial project revenue bond to finance the Project upon terms which will be sufficient to pay the cost of acquisition and construction of the Project as evidenced by such industrial project revenue bond, all as set forth in the details and provisions of the Loan Agreement hereinafter identified (the "Agreement"); and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the industrial project revenue bond, will not be less than \$3,250,000; and

WHEREAS, The Project will create employment opportunities and enhance the tax base in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the industrial project revenue bond hereinafter authorized and designated "Industrial Project Revenue Bond (Midwest Dock Corporation Project)" (the "Bond") upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Bank"); now, therefore,

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

Definitions

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

"Agreement" means the Loan Agreement dated as of December 1, 1981 by and between the Issuer and the Borrower, as from time to time amended and supplemented together with the Note of the Borrower in the form appended thereto.

"Assignment" means the Assignment and Agreement dated as of December 1, 1981 by and between the Issuer and the Bank.

"Bank" means American National Bank and Trust Company of Chicago, Chicago, Illinois, and its successors and assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Illinois Bond Fund (Midwest Dock Corporation Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1981 between the Issuer and the Bank.

"Bond Ordinance" means this Ordinance.

"Borrower" means, collectively, Midwest Dock Corporation, an Illinois corporation, and its successors and assigns, and Drovers Bank of Chicago, not individually but as Trustee under Trust Agreement dated August 19, 1981 and known as Trust No. 81121.

"Code" means the Internal Revenue Code of 1954, as amended.

The term "Default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

The term "Event of Default" means those events specified in and defined in Section 11 hereof.

The words "hereof," "herein," "hereunder" and other words of similar import refer to this Ordinance as a whole.

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

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1981 of the Borrower.

"Person" means natural persons, partnerships, associations, corporations and public bodies.

"Project" means the Project to be financed with the proceeds of the Bond, as defined and described in the Agreement.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry and economic development, the Project shall be and is hereby authorized to be financed as described herein. It is hereby found and declared that the financing of the Project and the use thereof by the Borrower as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Enabling Ordinance.

Authorization and Prepayment of Bond

SECTION 3. That for the purpose of financing the cost of said Project there shall be and there is hereby

authorized to be issued by the Issuer its Industrial Project Revenue Bond (Midwest Dock Corporation Project), in the principal sum of \$3,250,000 dated the date of issuance thereof, and payable to the order of the Bank in 60 consecutive quarterly principal installments in the amount of \$54,166.67 each that become due on March 31, 1982 and on the last day of each successive calendar quarter thereafter to and including December 31, 1996, each payment of principal to be accompanied by interest on the unpaid principal amount from time to time outstanding at the rate (based on a year of 360 days, with 30-day months) equal to 65% of the interest rate per annum announced from time to time by American National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect as of the first day of the calendar quarter ending on such installment payment date.

In certain events (relating to the taxability for Federal income tax purposes of interest on the Bond), on the conditions, in the manner and with the effect set forth in the Loan Agreement, the rate of interest on the Bond shall be 1% per cent in excess of the Prime Rate per annum as determined from time to time, or the Bond may become or be declared due and payable prior to the stated maturity thereof at the option of Bank.

The Bond shall bear interest on any overdue principal due by acceleration or otherwise and interest at the rate per annum of 80% of the Prime Rate for such period as no Determination of Taxability is effective, and 2% over the Prime Rate for such period as any Determination of Taxability is effective, until paid, to the maximum extent permitted by law.

The principal installments of the Bond are subject to prepayment at any installment payment date in whole or in part in the inverse order of their maturity in principal amount of not less than \$5,000 or any multiple thereof, at a prepayment price of par without premium plus accrued interest to the prepayment date upon written notice given by the Borrower on behalf of the Issuer, at least five business days prior to the installment payment date the Borrower shall designate as the prepayment date.

The principal of and interest on the Bond shall be payable to the order of American National Bank and Trust Company of Chicago or its assigns in lawful money of the United States of America in immediately available funds at the principal office of American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of principal and interest then being paid and of interest theretofore paid and not yet noted thereon and upon request of the Borrower or the Issuer, the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank at Chicago, Illinois. The Bond is nontransferable by the Bank, except as a whole and after notice in writing to the Borrower of such transfer. The Bond shall be signed by the Mayor and attested by the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto.

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

Bond Form

SECTION 4. That the Bond and Payment Record - Schedule "A" shall be in substantially the following form:

This Bond May Be Transferred
Only As A Whole

United States Of America

State of Illinois

County of Cook

City of Chicago

Payable by the Issuer Solely and Only from Receipts
Derived from the Loan Agreement Herein Defined

Industrial Revenue Bond
(Midwest Dock Corporation Project)

\$ 3,250,000

The City of Chicago, Illinois, a municipality of the State of Illinois, created and existing under the constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay solely and only from the source and as hereinafter provided, to the order of American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Bank"), or its assigns, the principal sum of:

Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) in 60 consecutive quarterly principal installments in the amount of \$54,166.67 each that become due on March 31, 1982 and on the last day of each successive calendar quarter thereafter to, and including December 31, 1996, each payment of principal to be accompanied by interest on the unpaid principal amount from time to time outstanding at the rate (based on a year of 360 days, with 30-day months) equal to 65% of the prime interest rate per annum announced from time to time by American National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect as of the first day of the calendar quarter ending on such installment payment date. From and effective as of the Effective Date of Taxability, as defined in the hereinafter described Loan Agreement, the Bond shall bear interest at a rate of 1% in excess of the Prime Rate as defined herein, as determined from time to time. This Bond shall bear interest on any overdue principal and interest at the rate of 80% of the Prime Rate for such period as no Determination of Taxability is effective, and 2% over the Prime Rate for such period as any Determination of Taxability is effective, until paid. Both principal hereof and interest hereon are payable in immediately available funds at the principal office of the Bank.

Payments of principal and interest, including prepayments of principal installments, shall be noted on the Payment Record - Schedule "A" made a part of this Bond as provided in the Bond Ordinance hereinafter identified pursuant to which the Bond is issued.

This Bond is issued in the principal sum of \$3,250,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago (the "Enabling Ordinance") as from time to time amended and supplemented, and to an Ordinance (the "Bond Ordinance") duly adopted by the governing body of the Issuer for the purpose of providing funds to finance the cost of acquiring, constructing and equipping dock facilities and related improvements for use as a dock, ferrous scarp processing and storage and office facility (hereinafter called the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry and economic development within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Midwest Dock Corporation, an Illinois corporation and Drovers Bank of Chicago, not individually but as Trustee under Trust Agreement dated August 19, 1981, (collectively the "Borrower") for the cost of acquisition and construction of the Project, under the terms of a Loan Agreement dated as of December 1, 1981 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

This Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Agreement and a mortgage on the Project pursuant to an Assignment and Agreement dated as of December 1, 1981 (the "Assignment") from the Issuer to the Bank, as more fully described in the Bond Ordinance adopted by the City Council of the Issuer on December __, 1981. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owners of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Upon at least five days' written notice prior to any installment payment date given by the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment in principal amounts of not less than \$5,000 or any multiple thereof in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Bond Ordinance. All principal installments of this Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the resolutions of the Issuer, particularly the Enabling Ordinance and the Bond Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by a mortgage and assignment and payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be secured by a mortgage and payable solely from the receipts derived by the Issuer from the Agreement. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of and interest on this Bond are to be paid by the Borrower to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Midwest Dock Corporation Project)," and all receipts under the Agreement have been duly pledged and assigned to the Bank pursuant to the Assignment for that purpose, under the Bond Ordinance to secure payment of such principal and interest.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Bond Ordinance may be made only to the extent and in the circumstances permitted by the Bond Resolution.

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required by the Constitution and laws of Illinois and the Enabling Ordinance and the Bond Ordinance to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, all as of _____, 1981.

[Signature forms omitted for printing purposes]

SCHEDULE A
PAYMENT RECORD

<i>Principal Payment</i>	<i>Balance Due</i>	<i>Interest Payment</i>	<i>American National Bank and Trust Company of Chicago Authorized Official and Title</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Custody and Application of Proceeds
of Bond: Construction Fund*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois Construction Fund" and identified with the name of the Borrower. The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Construction Fund which shall be held in a separate account by Bank as depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Sections 3.5 and 3.6 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Bank shall deliver copies of such records to the Issuer and the Borrower.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Borrower Representative required by Section 3.7 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.6 of the Agreement.

Payment of Amounts Under the Agreement

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition, construction and installation of the Project pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

The Mayor is hereby authorized to execute and acknowledge said Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest same and to affix thereto the corporate seal of the Issuer.

Said Agreement and the receipts thereof, including all moneys received under its terms and conditions, are to be sufficient to pay the principal of and interest on the Bond hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Agreement provides that the Borrower shall remit the required payments thereunder directly to the Bank for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Revenues: Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by a mortgage and payable by the Issuer solely and only out of the receipts derived from the Agreement as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Illinois Bond Fund (Midwest Dock Corporation Project)" (the "Bond Fund"), which shall be used to pay the principal of and the interest on the Bond.

There shall be deposited into the Bond Fund, as and when received, (a) all payments specified in Article IV of the Agreement; (b) all payments and other amounts paid by the Borrower pursuant to Section 3.3 of the Agreement; and (c) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bond.

The Issuer covenants and agrees that should there be an Event of Default or event with the passing of time or otherwise may become an Event of Default under the Agreement, the Issuer shall fully cooperate with the Bank and with the owners of the Bond to the end of fully protecting the rights and security of such owners. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Agreement.

Any amounts remaining in the Bond Fund, after payment in full of the principal of and interest on the Bond (or provision for payment thereof as provided in this Ordinance) and the reasonable charges and expenses of the Bank, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Agreement.

Notwithstanding anything herein to the contrary, reference to the Bond Fund shall not preclude direct payment of funds to the Bank for direct application for the purposes for which payments are made.

Assignment

SECTION 8. As security for the due and punctual payment of the principal of and interest on the Bond hereby authorized the Issuer hereby and pursuant to the Assignment assigns and pledges to the Bank all receipts derived by the Issuer pursuant to the Agreement (except any payment made pursuant to Section 6.4 of the Agreement relating to indemnification of the Issuer by the Borrower), and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof including a mortgage of the Project and in evidence of such assignment and pledge and in consideration of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute for and on behalf of the Issuer the Assignment and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank with the Assignment to be substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official record of the Issuer.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof or as part of the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of Section 3.10 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Bank may cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

The Issuer hereby covenants with the Bank and the owners of the Bond that so long as any principal of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated thereunder, including Section 1.103-13 and Section 1.103-14 of the Income Tax Regulations (26 CFR Part 1) as the same presently exist. For purposes of certifying as to matters of arbitrage, the Mayor is hereby designated an officer responsible for issuing the Bond.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal or and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by a mortgage and pursuant to the Assignment are payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided herein and in the Agreement. The Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby, and to pledge and assign the receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments and other documents as the owners of the Bond or the Bank may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in the Agreement as well as the rights of the Issuer in and to the receipts pursuant to the Assignment and hereby assigned and pledged to the payment of the principal of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the receipts derived from the Agreement or of its rights under the Agreement.

The Issuer covenants and agrees that all books and documents in its possession relating to the receipts derived from the Agreement shall at all reasonable times be open to inspection by the owners of the Bond or such accountants or other agencies as such owners may from time to time designate.

The Issuer covenants and agrees that it shall through the Bank enforce all of its rights and all of the obligations of the Borrower under the Agreement for the benefit of the owners of the Bond. The Issuer shall protect the rights of the bank hereunder with respect to the assignment and pledge of the receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. Any Event of Default under Section 7.1 of the Agreement is hereby defined as and declared to be and to constitute an "Event of Default".

Upon the occurrence of an Event of Default and so long as such Event is continuing, the Bank by notice in writing delivered to the Issuer and the Borrower, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 7.2 of the Agreement.

While any principal of or interest on the Bond is unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 7.3 of the Agreement without prior written consent of the Bank.

Upon the occurrence of an Event of Default, the Bank may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

No remedy by the terms of the Bond Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or to the owner hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VII of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Bank or the owners of the Bond) and all such moneys in the Bond Fund shall be applied to the payment of the principal of and interest on the Bond then due and unpaid to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within fifteen business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Bank for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on the Bond have been paid under the provisions of this Section and all reasonable expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower.

With regard to any Default concerning which notice is given to the Borrower under the provisions of the Bond Ordinance, the Issuer hereby grants the Borrower full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of The Bond; Execution of Documents

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$3,250,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to it is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute said Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement in substantially the form in which it has been presented to the governing body of the Issuer and which is now on file in the official records of the Issuer is hereby approved by such governing body and is in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions

SECTION 13. The Mayor and City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to the Bond Ordinance, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by the Bond Ordinance, including the execution and delivery of a Depositary Agreement among the Issuer, the Borrower and the Bank. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under this Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at City Hall, Room 501, Chicago, Illinois 60602, Attention: City Comptroller, or to such other address as the Issuer may from time to time file with the Bank and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to 2333 Waukegan Road, Bannockburn, Illinois 60015, Attention: President, or to such other address as the Borrower may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at 33 North LaSalle Street, Chicago, Illinois, 60690, Attention: Phil Pierchala, Commercial Loan Department or to such other address as the Bank may from time to time file with the Issuer and the Borrower.

*Ordinance a Contract: Provisions for Modifications,
Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner or owners of the Bond hereby authorized; and after the issuance of the Bond no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner or owners of the Bond until such time as all principal of and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and the Bond Ordinance shall terminate and such instruments shall cease to be of further effect, and the Bank shall cancel the Bond, deliver it to the Issuer, and deliver a copy of the cancelled Bond to the Borrower, and shall assign and deliver to the Borrower any moneys in the Bond Fund required to be paid to the Borrower under Section 7 hereof (except moneys held by the Bank for payment of principal of or interest on the Bond) when:

- (a) all expenses of the Issuer and the Bank shall have been paid;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and in the Bond Ordinance; and
- (c) all principal of and interest on the Bond have been paid.

Election

SECTION 17. The City of Chicago hereby elects to have the provisions of Section 103(b) (6) (D) of the Internal Revenue Code of 1954, as amended, apply to the hereinabove described issue of industrial revenue bonds.

Severability

SECTION 18. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 19. The captions or headings of the Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of the Bond Ordinance.

Provisions in Conflict Repealed

SECTION 20. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Bond Ordinance, are, to the extent of such conflict, hereby repealed, and this Bond Ordinance, shall be in full force and effect from and after its passage.

[Loan Agreement, Mortgage and Security Agreement, Assignment and Agreement, Bond Purchase Agreement, Depositary Agreement, and Guaranty Agreements omitted for printing purposes.]

**Authority Granted for Issuance of \$400,000 Industrial
Development Revenue Bond, Series 1981 for
Publix Office Supplies, Inc.**

The Committee on Finance submitted a report (referred on December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize issuance of an Industrial Revenue Bond, Series 1981 in the amount of \$400,000 for acquisition, construction and installation of industrial facilities for packaging and distribution of office supplies to Publix Office Supplies, Inc. project.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and Publix Office Supplies, Inc., a Delaware corporation (the "Company"), contracts have been or will be entered into by the Company for the acquisition, construction and installation of certain industrial facilities (hereinafter the "Project") located within the boundaries of the Issuer, for use by the Company in its business of packaging and distributing office supplies and it is proposed that the Issuer shall enter into a Loan Agreement (hereinafter the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and installation, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, construction and installation of the Project as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$400,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Revenue Bond, Series 1981 (Publix Project)" upon a negotiated basis to The First National Bank of Chicago, Chicago, Illinois; now, therefore,

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

Definitions

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

"Agreement" means the Loan Agreement, dated as of December 1, 1981, by and between the Issuer and the Company, as from time to time amended and supplemented.

"Assignment" means the Assignment and Agreement, dated as of December 1, 1981, by and between the Issuer and the Bank, as from time to time amended and supplemented.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Bank" means The First National Bank of Chicago, Chicago, Illinois, and its successors and assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Illinois, Bond Fund (Publix Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of December 1, 1981, between the Issuer and the Bank, as from time to time amended and supplemented.

"Code" means the Internal Revenue Code of 1954, as amended and supplemented.

"Company" means Publix Office Supplies, Inc., a corporation incorporated and existing under the laws of the State of Delaware and qualified to do business as a foreign corporation and in good standing in the State of Illinois, and its successors and assigns.

"Construction Fund" means the City of Chicago, Illinois, Construction Fund (Publix Project) created by Section 5 hereof.

"Contingent Purchase Agreement" means that certain agreement dated as of December 1, 1981 between the Company and the Bank providing for the purchase of the Bond by the Company upon the happening of certain events.

"Corporate Base Rate" means the corporate base rate of interest announced by The First National Bank of Chicago from time to time.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

The term "event of default" means those events specified in and defined in Section 11 hereof.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

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

"Note" means the Promissory Note issued by the Company pursuant to Section 4.2(a) of the Agreement whereby the Company promises to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Person" means natural persons, partnerships, associations, corporations and public bodies.

"Project" means the acquisition, construction and installation of certain industrial facilities including machinery, equipment, telephone system, parking lot and related property.

Authorization of the Project

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, construction and installation of the Project is not less than \$400,000 of which \$400,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company is necessary to accomplish the public purposes described in the preamble hereto.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond, Series 1981 (Publix Project), in the principal sum of \$400,000, dated the date of its delivery to the purchaser, payable to the order of The First National Bank of Chicago, or its assigns, maturing in consecutive quarterly principal installments of \$11,110 each due on the first day of each November, February, May and August, commencing February 1, 1982, to and including August 1, 1990 with a final principal installment, in an amount equal to all unpaid principal, due on November 1, 1990, and bearing interest on the unpaid principal installments payable February 1, 1982 and quarterly thereafter on the first day of November, February, May and August of each year until maturity at: (i) a rate equal to sixty-five percent (65%) of the Corporate Base Rate, such rate changing when and as the Corporate Base Rate changes, or (ii) upon a Determination of Taxability as defined in the Agreement and the election of the Issuer at the direction of the Company to allow the Bond to remain outstanding, commencing on the date of the Determination of Taxability, at an increased rate equal to the Corporate Base Rate plus one half of one per cent ($\frac{1}{2}$ of 1%). Interest shall be computed on the basis of a year of 365 days (for the actual number of days elapsed) from the date of the Bond until maturity on the principal amount from time to time remaining unpaid.

Upon written notice as specified in the next succeeding paragraph given by the Company on behalf of the Issuer, the principal installments of the Bond are subject to prior redemption in the event the Note or a portion thereof is prepaid at the option of the Company as provided in the Agreement. The principal of the Bond is subject to prior redemption on any date, in whole, or in part in the inverse order of maturity of principal installments at a price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Should there occur a "Determination of Taxability" as defined in Section 7.1(b) of the Agreement, the entire outstanding principal amount of the Bond shall be subject to redemption, at days of the date of such Determination of Taxability, at a redemption price equal to the entire principal amount of the Bond outstanding on the date fixed for redemption, plus accrued interest on the principal amount paid on redemption to the date fixed for redemption.

Upon receipt by the Issuer and the Bank of at least 3 business days' prior written notice specifying a date for the redemption of the principal installments of the Bond, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem the principal installments of the Bond in accordance with the applicable preceding paragraphs. All principal installments of the Bond designated for prior redemption will cease to bear interest on the specified redemption date, provided collected funds for their redemption are on deposit at The First National Bank of Chicago on such date.

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

The principal installments of and interest on the Bond shall be payable to The First National Bank of Chicago in lawful money of the United States of America at the principal office of The First National Bank of Chicago in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each installment of principal then being paid or redeemed and interest then being paid and of principal theretofore paid or redeemed and interest theretofore paid and not yet noted thereon and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer at the offices of the Bank at Chicago, Illinois. Upon payment or redemption of each installment of principal, the Bank shall notify the Issuer of such payment or redemption, and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond shall be signed by the Mayor, attested by the City Clerk, and the corporate seal of the Issuer shall be affixed thereto.

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

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, the mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments or interest which the Issuer's records indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

Bond Form

SECTION 4. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

United States of America
State of Illinois
County of Cook
City of Chicago

Industrial Revenue Bond, Series 1981
(Publix Project)

Payable by the Issuer Solely and Only From
Revenues and Receipts Derived from the
Loan Agreement and Note Herein Defined

\$400,000

The City of Chicago, Illinois, a municipality of the State of Illinois, created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to The First National Bank of Chicago, Chicago, Illinois, or its assigns, the principal sum of:

Four Hundred Thousand Dollars (\$400,000) in quarterly installments of \$11,110 each on the first day of each November, February, May and August, commencing February 1, 1982, to and including August 1, 1990 with a final principal installment, in an amount equal all unpaid principal, due on November 1, 1990 together with interest on the unpaid principal amount payable quarterly on the first day of each November, February, May and August until maturity, commencing February 1, 1982 at: (i) a rate equal to sixty-five per cent (65%) of the Corporate Base Rate of interest (as defined in the hereinafter defined Agreement) announced by The First National Bank of Chicago from time to time, such rate changing when and as such Corporate Base Rate changes, or (ii) upon a Determination of Taxability as defined in the Loan Agreement dated as of December 1, 1981 (the "Agreement") between the Issuer and the Company hereinafter defined and upon an election of the Issuer, at the direction of the Company, to allow this Bond to remain outstanding, commencing on the date of the Determination of Taxability, at a rate equal to the Corporate Base Rate announced by The First National Bank of Chicago from time to time, plus one half of one per cent ($\frac{1}{2}$ of 1%). Interest shall be computed on the basis of a year of 365 days (for the actual number of days elapsed) from the date hereof until maturity on the principal amount from time to time remaining unpaid. The principal hereof and interest hereon are payable in immediately available funds at the principal office of The First National Bank of Chicago, (the "Bank"), in the City of Chicago, Illinois.

Payments and redemption of installments of principal and payment of interest shall be noted by the Bank on the Payment Record - Schedule "A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or its assigns or any other holder shall make this Bond available for inspection at the principal office of the Bank in Chicago, Illinois at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal sum of \$400,000 and designated "Industrial Revenue Bond, Series 1981 (Publix Project)" pursuant to the hereinafter described Enabling Ordinance and pursuant to an Ordinance duly adopted by the governing body of the Issuer on _____, 1981 (the "Ordinance") for the purpose of providing funds to finance the cost of acquiring, constructing and installing certain industrial facilities ("the Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of the Bond will be used by the Issuer to pay or reimburse Publix Office Supplies, Inc. (hereinafter called the "Company"), a corporation incorporated and existing under the laws of the State of Delaware, for a portion of the costs of the Project, under the terms of the Agreement, as from time to time supplemented and amended. The Company intends to use the Project in its business of packaging and distributing office supplies.

This Bond is secured by a pledge and assignment of revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Note (the "Note") issued by the Company thereunder, as more fully described in the Ordinance. Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Upon at least 3 business days' prior written notice given by the Company on behalf of the Issuer to the Bank, the principal of this Bond is subject to prior redemption without premium on any date in whole, or in part in inverse order of maturity of principal installments at a price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Should there occur a "Determination of Taxability" as defined in Section 7.1(b) of the Agreement, the entire outstanding principal amount of the Bond shall be subject to redemption, at the option of the Issuer upon the direction of the Company, within 60 days of the date of such Determination of Taxability, at a redemption price equal to the entire principal amount of the Bond outstanding on the date fixed for redemption, plus accrued interest on the principal amount paid on redemption to the date fixed for redemption.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Chapter 15.2 of the Municipal Code of the City of Chicago (the "Enabling Ordinance"), as supplemented and amended. This Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and otherwise as provided in the Ordinance and Agreement. This Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of and interest on this Bond are to be paid by the Company to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois, Bond Fund (Publix Project)", and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement have been duly pledged and assigned to the Bank for that purpose, under the Ordinance, to secure payment of such principal installments and interest.

In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Ordinance may be made only to the extent and in the circumstances permitted by the Ordinance.

It is hereby Certified, Recited and Declared that all acts, conditions and things required by the Ordinance, the Enabling Ordinance and the Constitution and laws of Illinois to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor, attested by its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of _____, 1981.

[Signature forms omitted for printing purposes]

SCHEDULE A

Payment Record

Date	Principal Payment	Principal Balance Due	Interest Payment	The First National Bank of Chicago Authorized Official and Title
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Payment Record

Date	Principal Payment	Principal Balance Due	Interest Payment	The First National Bank of Chicago Authorized Official and Title
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Custody and Application of Proceeds
of Bond: Construction Fund*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois, Construction Fund (Publix Project)". The proceeds received by the Issuer upon the sale of the Bond, exclusive of accrued interest which shall be deposited in the Bond Fund hereinafter created, shall be deposited in the Construction Fund which shall be held in a separate account by the depository. Moneys in the Construction Fund shall be expended solely and only in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof and, as provided in the enabling ordinance, shall, pending disbursement, be considered a revenue or receipt in respect of the Project subject to a lien in favor of the holder of the Bond.

The Bank, as depository, or any successor depository appointed as hereinafter provided, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Bank shall deliver copies of such records to the Issuer.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate or the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Construction of Project and Payment
of Amounts Under the Agreement*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the Company's construction of the Project pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installments of and interest and premium, if any, on the Bond hereby authorized, and are hereby pledged and ordered paid into the Bond Fund as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank for the account of the Issuer for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by assignment of the interest of the Issuer in the Agreement and the Note as hereinafter authorized, and payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Illinois, Bond Fund (Publix Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used solely and only to pay the principal installments of and the interest and premium, if any, on the Bond.

There shall be deposited into the Bond Fund, as and when received (a) a sum equal to the accrued interest paid by the purchaser of the Bond; (b) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (c) all payments made on the Note; and (d) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefore in the Bond Fund to the payment when due of the principal installments of and interest and premium, if any, on the Bond and, with the exception of the investment of such moneys for temporary periods as herein provided, for no other purpose.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank as owner of the Bond or on behalf of any other owner of the Bond to the end of fully protecting the rights and security of the Bank or any other owner of the Bond. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement.

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of and interest on the Bond (or provision for payment thereof as provided in this Ordinance) and the charges and expenses of the Bank, shall be paid to the Company as provided herein and in Section 9.5 of the Agreement.

Assignment

SECTION 8. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company and Section 6.3 relating to the Company's obligation to pay attorney's fees and expenses incurred by the Issuer upon a default thereunder) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Company has made certain certifications and representations to the Issuer in Section 3.6 of this Agreement, which certifications and representations by this reference are incorporated herein and made a part hereof and the governing body of the Issuer, acting in reliance on such certifications and representations, adopts and ratifies such certifications and hereby covenants with the Bank as original purchaser of the Bond and with any subsequent owner of the Bond that so long as any principal installment of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Income Tax Regulations (26 C. F. R., Part 1) as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of and interest and premium, if any, on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, as supplemented and amended, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank may reasonably require, the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in the Agreement, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2 of the Agreement hereby assigned and pledged to secure the payment of the principal installments of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement, or of its rights under the Agreement.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note of the Company derived from the Agreement shall at all reasonable times be open to inspection by the Company and the Owner of the Bond or such accountants or other agencies as either may from time to time designate.

The Issuer covenants and agrees that it shall through the Bank enforce all of its rights and all of the obligations of the Company under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. If any of the following events occurs it is hereby defined as and declared to be and to constitute an "event of default":

(a) Default in the due and punctual payment of any interest on the Bond or of any principal installment of the Bond, whether at the stated maturity thereof, or upon proceedings for payment thereof.

(b) Any event of default under Section 6.1(a) (other than as stated in (a) above), (b), (c), or (d) of the Agreement shall have occurred.

Upon the occurrence of an event of default and so long as such event is continuing, the Bank, on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, by notice in writing delivered to the Company, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Company immediately shall become due and payable as provided in Section 6.2 of the Agreement.

While any installment of principal or interest on the Bond remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank.

Upon the occurrence of an event of default, the Bank, on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, may pursue any available remedy at law or in equity by suit, action, mandamus or other proceedings to enforce the payment of the principal installments of and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Company as herein and in the Agreement set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank as the owner of the Bond or any other owner of the Bond) and all moneys in the Construction Fund at the time of the occurrence of an event of default shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments and interest and premium, if any, due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within ten days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of and interest and premium, if any, on the Bond have been paid under the provisions of this Section and all expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

With regard to any default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents

SECTION 12. (a) The sale to the First National Bank of Chicago of the Bond hereby authorized at a price of \$400,000 plus accrued interest, if any, and payment therefor pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement, with any additions or alterations which by execution by the Issuer shall be deemed approved, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same to and affix thereto the corporate seal of the Issuer.

(b) The Agreement in the form in which the same has been presented to the governing body of the Issuer is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement in substantially the form submitted to the governing body for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions

SECTION 13. The Mayor and the City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Clerk and City Comptroller be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail addressed to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk, or to such other address or addresses as the Issuer may from time to time file with the Bank and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be personally delivered or duly mailed to the Company by registered or certified mail addressed to the Company at Publix Office Supplies, Inc.,

700 West Chicago Avenue, Chicago, Illinois 60610, Attention: President, or to such other address or addresses as the Company may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be personally delivered or duly mailed to the Bank by registered or certified mail addressed to the Bank at One First National Plaza, Chicago, Illinois 60670, Attention: Group B, or to such other address or addresses as the Bank may from time to time file with the Issuer and the Company.

*Ordinance A Contract; Provisions for Modifications,
Alterations and Amendments; Successor Depository*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner of the Bond until such time as all principal installments of and interest on the Bond shall have been paid in full; provided, however, that with the written consent of the Company, the owners of not less than two-thirds of the aggregate principal of the amount of the Bond outstanding, and consent of the Issuer as evidenced by a certificate executed by the Comptroller of the Issuer, a successor depository for the Construction Fund and Bond Fund may be named. In such event both the Note and the Bond shall be appropriately stamped with a legend indicating such successor depository.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer and the Company under the Bond, this Ordinance, the Agreement, the Assignment and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank shall surrender the Bond or the owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company, deliver the cancelled Note to the Company and assign and deliver to the Company any moneys in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Bank for the payment of principal installments of or interest on the Bond) when:

- (a) all expenses of the Issuer and the Bank shall have been paid;
- (b) the Issuer and the Company shall have performed all of the covenants and promises in the Bond, this Ordinance, the Agreement, the Assignment and the Bond Purchase Agreement; and
- (c) all principal installments of and interest on the Bond have been paid.

Severability

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

SECTION 19. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption.

Presented at a regular meeting of the governing body of the City of Chicago, Illinois held on the _____ day of _____, 1981.

This Ordinance passed this _____ day of _____, 1981.

[Bond Purchase Agreement, Assignment and Agreement and Loan Agreement omitted for printing puposes.]

**Authority Granted for Issuance of \$500,000
Industrial Development Revenue Bond for the
Tom Investment Partnership (Griesbaum Meat
Company and Mah Chena Corporation).**

The Committee on Finance submitted a report (referred December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond in the amount of \$500,000 to renovate and equip existing facility for use by Griesbaum Meat Company, Inc. and Mah Chena Corporation, both Illinois Corporations.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of May 27, 1981, with Tom Investment Partnership, an Illinois general partnership (the "Company"), whereby the Company agreed to renovate and equip an existing manufacturing facility for use by Griesbaum Meat Company, Inc., an Illinois corporation ("Griesbaum"), and Mah Chena Corporation, an Illinois corporation ("Mah Chena"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on June 26, 1981; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been or will be entered into by the Company for the renovation and equipping of an existing manufacturing facility, to constitute an industrial development project within the boundaries of the City of Chicago, Illinois (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such renovation and equipping, and

the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the renovation and equipping, of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, The Company shall own the Project and shall lease the Project to Mah Chena, pursuant to a Lease Agreement dated as of December 1, 1981, by and between the Company and Mah Chena (said Lease Agreement being sometimes collectively referred to herein as the "Lease"), and Griesbaum and Mah Chena shall operate the Project as an authorized "project" under the Enabling Ordinance; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$500,000 and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Illinois Industrial Development Revenue Bonds (Tom Investment Partnership Project)" upon a negotiated basis to First National Bank and Trust Company of Oak Brook in Oak Brook, Illinois; now, therefore,

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

Definitions

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

"Agreement" means the Loan Agreement dated as of December 1, 1981, by and between the Issuer and the Company, and all amendments and supplements thereto.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1981, by and between the Issuer and First National Bank and Trust Company of Oak Brook in Oak Brook, Illinois.

"Bonds" means the Bonds authorized to be issued hereunder.

"Company" means Tom Investment Partnership, an Illinois general partnership.

"Griesbaum" means Griesbaum Meat Company, Inc., an Illinois corporation.

"Indenture" means the Indenture of Trust dated as of December 1, 1981, from the Issuer to the Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago; Cook County, Illinois, and any public instrumentality resulting from or surviving any consolidation or merger to which its successors may be a party. "Lease" means the Lease Agreement dated as of December 1, 1981, by and between the Company, as Lessor, and Mah Chena as Lessee.

"Letter of Credit" means the Letter of Credit dated the date of the Bonds and issued in favor of the Trustee as additional security for the Bonds.

"Mah Chena" means Mah Chena Corporation, an Illinois corporation.

"Mortgage" means the Mortgage, Assignment of Rents and Security Agreement, dated as of December 1, 1981, from the Company to the Issuer, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company provided for in Section 4.2(a) of the Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Prime Rate" means the rate announced by Harris Trust and Savings Bank as its prime rate for commercial borrowers.

"Project" means the renovation and equipping of certain manufacturing facilities located or to be located at 1747 West Hubbard, within the corporate boundaries of the Issuer, as more fully described in the Agreement.

"Trustee" means Amalgamated Trust & Savings Bank, Chicago, Illinois, and its successors in trust.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the renovation and equipping of the Project is not less than \$500,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, Griesbaum and Mah Chena, as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Indenture and the Letter of Credit by the parties thereto are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (Tom Investment Partnership Project) in the aggregate principal amount of \$500,000. The Bonds shall be issued in the form and denomination set forth in the Indenture; shall be dated the date on which the Bonds are delivered to the purchaser thereof; shall be lettered R and numbered from 1 upward; and shall mature as to principal, bear interest and shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture.

Principal installments of, premium, if any, and interest shall be payable at the principal corporate trust office of the Trustee in Chicago, Illinois, except as otherwise provided in the Indenture.

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

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto, all as provided in the Indenture.

Bonds Are Limited Obligation.

SECTION 4. The Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Indenture, the Mortgage and Letter of Credit and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the bond proceeds or the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage or the Letter of Credit), and shall be a valid claim of the owner thereof only against the funds and

other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers of any of them, within the meaning of any constitutional or statutory provision but shall be secured as aforesaid, and are payable solely from the revenues receipts from the Agreement and the Note (except as hereinafter provided).

Mortgage and Letter of Credit

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note together with all right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except any payment made pursuant to Sections 4.2(b), 5.3, 5.8 and 6.4 of the Agreement) pursuant to the Indenture.

As further security for the payment of the Note and the principal of, premium, if any, and interest on the Bonds, the Company will execute and deliver the Mortgage, the Mortgage to be in substantially the same form presented to the governing body of the Issuer, the form of which Mortgage is hereby approved by the governing body of the Issuer, and the Letter of Credit shall be issued as provided in the Indenture. The Issuer will cause the Mortgage to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bonds; Execution of Documents

SECTION 6. (a) The sale to First National Bank and Trust Company of Oak Brook, Oak Brook, Illinois, of the Bonds is hereby authorized at a price of \$500,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement, in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement the Mortgage and the Indenture in substantially the same forms in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement, the Mortgage and the Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(c) The Issuer hereby acknowledges that the Project will be leased by the Company to Mah Chena, and the Company and Mah Chena shall execute the lease in substantially the same form in which the same have been presented to the governing body of the Issuer. The Issuer hereby assents to such leasing, and hereby approves the form, terms and provisions of the Lease.

Appointment of Trustee

SECTION 7. The appointment of Amalgamated Trust & Savings Bank, in Chicago, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

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

Severability

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

Captions

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

Provisions In Conflict Superseded

SECTION 11. All ordinances, resolutions and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval.

[Bond Purchase Agreement, Loan Agreement, Mortgage, Assignment of Rents and
Security Agreement and Indenture of Trust omitted
for printing purposes.]

**Authority Granted for Issuance of \$800,000 Industrial Development
Revenue Bond for the WGH Corporation Project (Homaco, Inc.).**

The Committee on Finance submitted a report (referred December 11, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond in the amount of \$800,000 to construct an expansion to existing facility for use WGH Corporation (Homaco, Inc.) and Illinois corporation.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of September 10, 1981 relating to the above-captioned transaction whereby WGH Corporation (the "Company") agreed to acquire and construct an expansion to existing manufacturing and office facilities for use by Homaco, Inc., an Illinois corporation ("Homaco"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on October 6, 1981; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the acquisition and construction of an expansion to existing manufacturing facilities, to constitute and industrial development project within the boundaries of the City of Chicago, Illinois (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition and construction, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and construction of the project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, The Company shall own the Project and shall lease the Project and the existing manufacturing facility of the Company to Homaco, pursuant to a Lease Agreement dated as of December 1, 1981, by and between the Company and Homaco, and Homaco will, under such Lease Agreement, agree to operate the Project as an authorized "project" under the Enabling Ordinance; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$800,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "City of Chicago, Illinois Industrial Development Revenue Bond (WGH Corporation Project)" upon a negotiated basis to First State Bank of Chicago in Chicago Illinois, and The Bank and Trust Company of Arlington Heights in Arlington Heights, Illinois; now, therefore,

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

Definitions

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

"Agreement" means the Loan Agreement date as of December 1, 1981, by and between the Issuer and the Company and all amendments and supplements thereto.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1981, by and among the Issuer, the Company, First State Bank of Chicago in Chicago, Illinois and The Bank and Trust Company of Arlington Heights in Arlington Heights, Illinois.

"Bond" means the Bonds authorized to be issued hereunder.

"Company" shall mean WGH Corporation, an Illinois corporation.

"Homaco" shall mean Homaco, Inc., as Illinois corporation.

"Indenture" means the Indenture of Trust dated as of December 1, 1981, from the Issuer to the Trustee, including and indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Cook County, Illinois, and any public instrumentality resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Letter of Credit" means the Letter of Credit dated the date of the Bonds and issued in favor of Trustee as additional security for the Bonds.

"Mortgage" means the Mortgage, Assignment of Rents and Security Agreement, date as of December 1, 1981, from the Company to the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 4.2(a) of Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Prime Rate" means the rate announced by Harris Trust and Savings Bank as its prime rate for commercial borrowers.

"Project" means the acquisition and construction of certain manufacturing and office facilities located or to be located at 1875 West Fullerton, within the corporate boundaries of the Issuer.

"Trustee" means Parkway Bank and Trust Company, Harwood Heights, Illinois, and its successors in trust.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition and construction of the Project is not less than \$800,000 which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company and Homaco, as hereinbefore provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Indenture and the Letter of Credit by the parties thereto are necessary and proper.

Authorization and Payment of Bonds

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (WGH Corporation Project) in the aggregate principal amount of \$800,000. The Bonds shall be issued in the form and

denominations set forth in the Indenture; shall be dated the date on which the Bonds are delivered to the purchasers thereof; shall be lettered R and numbered from 1 upward; and shall mature as to principal; shall bear interest and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Indenture.

Principal installments of premium, if any, and interest on the Bonds shall be payable at the principal corporate trust office of the Trustee in Harwood Heights, Illinois, except as otherwise provided in the Indenture.

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

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto, all as provided in the Indenture.

Bonds are Limited Obligation

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

Assignment, Mortgage and Letter of Credit

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except any payment made pursuant to Sections 4.2(b), 5.3, 5.8 and 6.4 of the Agreement), pursuant to the Indenture.

As further security for the payment of the Note and the principal of, premium, if any, and interest on the Bond, the Company will execute and deliver the Mortgage, the Mortgage to be in substantially the same form presented to the governing body of the Issuer, the form of which Mortgage is hereby approved by the governing body of the Issuer, and the Letter of Credit shall be issued as provided in the Indenture. The Issuer will cause the Mortgage to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bond; Execution of Documents

SECTION 6. (a) The sale to First State Bank of Chicago in Chicago, Illinois and to The Bank and Trust Company of Arlington Heights, Illinois, each in the aggregate principal amount of \$400,000, hereby authorized at a price of 100% of the principal amount thereof plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement, the Mortgage and the Indenture in substantially the same forms in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement, the Mortgage and the Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(c) The Issuer hereby acknowledges that the Project will be leased by the Company to Homaco.

Appointment of Trustee

SECTION 7. The appointment of Parkway Bank and Trust Company in Harwood Heights, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

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

Severability

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

Captions

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

Provisions in Conflict Superseded

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect from and after its passage.

[Indenture of Trust, Mortgage, Assignment
of Rents and Security Agreement,
Bond Purchase and Loan Agreements
omitted for printing purposes.]

Execution of Agreement Authorized for Revolving Loan Agreement
between City and Abbott Pipe and Supply Company, Inc.

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

WHEREAS, By resolution dated December 8, 1981, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Abbott Pipe and Supply 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 Abbott Pipe and Supply 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 Abbott Pipe and Supply 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 \$250,000 is hereby approved for Abbott Pipe and Supply 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 Abbott Pipe and Supply 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 December 1981, 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 Abbott Pipe and Supply Company, Inc., having its offices located at 3307 South Lawndale, Chicago, Illinois.

WITNESSETH:

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

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

Whereas, by resolution December 8, 1981, the EDC approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF Loan") for Abbott Pipe and Supply Company, Inc. (hereinafter referred to as the "Company" or "Borrower") for the purpose(s) described in Section II(4) of this Loan and Security Agreement (hereinafter referred to as the "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 \$250,000 of these RLF Funds be made available as an RLF loan to the Company for the purpose(s) described in Section II(4) of this Agreement; and

Whereas, in response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC as an offer to enter into RLF Loan, No. 6 in the amount of \$250,000.

Section I. *Consideration*

The EDC hereby agrees, in consideration of the Company executing this Agreement and agreeing to be bound by its terms to loan \$250,000 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 agreement.

Section II. *Loan*

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 and shall be evidenced by a note executed by the Company.
- (2) This loan shall bear interest at a floating rate of 75 percent of the Prime Lending Rate (as established by Continental Illinois Bank and Trust Company of Chicago). Such rate is to be adjusted quarterly on January 1, April 1, July 1, and October 1 of each year; provided however, that during the calendar quarter or portion thereof during which this Agreement is dated and the loan made, the interest rate shall be equal to 75 percent of the Prime Lending Rate in effect the day this Agreement is executed. Principal payments will commence on the day of the month following closing date and will be continually due and payable on said _____ day of each and every month thereafter until paid in full.
- (3) The proceeds of these interest and principal payments shall be used by the EDC for eligible RLF purposes only.
- (4) The loan is to be applied by the Company toward purchasing machinery and equipment.
- (5) Said loan made by the EDC to the Company shall be secured as provided in Section III of this Agreement.

Financing Statements and Security Agreements are to be 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, if such subordination is necessary to assure that the EDC secures no less than a first secured lien position on all of the Secured Property described in Section III. 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 the Company's compliance with this provision.

(7) If the Secured Property described in Section III of this Agreement is a fixture, it will be affixed to the real property described in Section XVIII of this Agreement and will be removed by the Company without the consent of the EDC.

(8) Company agrees to have Nelson Carlo agree to personally guarantee this loan.

Section III. *Grant Of Security Interest*

(A) As security for the payment of this loan, Borrower hereby grants a security interest in and to the following property of Borrower, whether now owned or existing, or hereafter acquired or coming into existence, wherever now or hereafter located (hereinafter referred to as "Secured Property"):

- (a) Equipment, which for the purpose of this agreement is defined as all of Borrower's now owned or hereafter acquired fixtures and equipment, including, without limitation furniture, vehicles and trade fixtures;
- (b) All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Borrower pertaining to any of the foregoing.

Such security interest shall give Lender a continuing first secured lien in, on and to all said Secured Property and the products and proceeds thereof, and any replacements, additions, accessions, or substitutions thereof, after acquired property, and proceeds arising from the sale or other disposition of any Equipment of Borrower including any returns thereof, including, where applicable, the proceeds of insurance covering any of said Secured Property.

Section IV. *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 Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the Agreement and all documents and instruments called for therein has been taken.

(c) Binding Agreements. This 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 Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

Section V. *Assurance of Projected Jobs*

The Company will use its best efforts to create or cause to be created approximately 21 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 4 present full-time, permanent job opportunities, as well as the creation of the 21 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 VI. Maintaining Records and Right to Inspect.

All Company books, records and other documents relating directly to the receipt and disbursement of this RLF Loan shall be subject to audit and examination by any duly authorized representative of the EDC or of the U.S. 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 VII. Reporting Requirements

The Company is required to submit to the EDC its annual financial statements audited by an independent certified public accountant, or, in the event such audited financial statements have not been compiled, a statement certified by an officer of the Company, until the period set forth in Section VI of the 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 VIII. Access to Project

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

Section IX. Disclaimer of Relationship

The Company agrees that nothing contained in this 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 X. Time of the Essence

Time is of the essence under this Agreement.

Section XI. 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 III of this Agreement or any interest therein, or agree to do any of the same without the prior written approval of the EDC.

Section XII. Limitation upon Encumbrance of Property

During the term of the loan of RLF Funds from the EDC to the Company, the Company shall not, engage in any additional financing or any other transaction creating any lien or other encumbrance upon the property described at Section III of this Agreement which would result in the EDC retaining less than a first secured lien position on the property described in Section III of this Agreement.

Section XIII. *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 administration 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 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 III of this Agreement;

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

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

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

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

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

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

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

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

(1) In the case of the occurrence of an Event of Default pursuant to Section XIII 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 XIII 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 XV. *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 Agreement as set forth in Section VI.

(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 nondiscrimination 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 XVI. *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 XVII. *Labor Standards*

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements 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 XVIII. *Location and Facilities*

The Company pledges to the EDC that its facilities which are either to be constructed and/or improved with the proceeds of this RLF Loan or in which any equipment or fixtures or other property purchased with the proceeds of this RLF Loan will be kept stored or affixed are located at 3307 South Lawndale, 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 XIX. *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 XX. *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 XXI. *Recording of This Agreement*

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

Section XXII. *Governing Law*

This 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 XXIII. *Additional Covenants and Conditions*

(1) Affirmative Covenants. Borrower 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 an 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 in its billing or any affiliate of Borrower, or of any material change in the condition of the Secured Property.

Keep the Secured Property properly housed and will keep the Secured Property insured for the full insurable value against the loss or damage by fire, theft, explosion, 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, with 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 thereof, 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 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 Attorneys' Fees, incurred by Lender in seeking to collect or enforce any rights in or to the Secured Property and, in case of any Event of Default, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement.
- (g) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which may materially and adversely affect the operations, financial condition or business of Borrower or Lender's security interest in the Secured Property.
- (2) Negative Covenants. Except with the EDC's prior written consent, Borrower, 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.
 - (b) Create or permit to exist any mortgage, pledge, or other encumbrance on any Secured Property securing this Agreement, except liens of current taxes not delinquent or taxes which are being contested in good faith.
 - (c) Effect any recapitalization or be a party to any merger or consolidation; nor sell, transfer, convey or lease any of the Borrower's property nor sell or assign, except to Lender as provided in the Agreement, with or without recourse, any Accounts or notes receivable; nor purchase or otherwise acquire the business enterprise or all or substantially all of the assets of any Person, corporation, or other entity, or any shares of stock, or similar interest in, any other corporation or entity.

- (d) Permit any money to be owing at any time to the Borrower by any of the Borrower's officers and directors, and members of their families, as a result of borrowings from the Borrower, charges by the Borrower, advances for travel expenses, or otherwise in excess of the amount of \$_____ for all such borrowings, changes, advances and 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 financial statements of Borrower to (i) fall below the Tangible Net Worth as shown in the 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 financial statements of Borrower for the immediately prior year.

Section XXIV. *Severability*

Each covenant and agreement contained in this 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 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 Agreement to be signed in their names and on their behalf as of the _____ day of December, 1981.

[Signature forms omitted for printing purposes]

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

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

**Filing of Grant Application Authorized with the Illinois Law
Enforcement Commission for Funds to Establish the Program,
"Juvenile Records Computerization III".**

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

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

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

WHEREAS, The Chicago Department of Police is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Juvenile Records Computerization III." Said grant to be in the amount of \$220,745; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Chicago Department of Police to establish the "Juvenile Records Computerization III", said application to provide for a total federal-state grant amounting to \$220,745.

SECTION 2. That the Mayor and the Superintendent of the Chicago Department of Police are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 3. That the Mayor, as the applicant in the aforesaid application, is hereby authorized to accept in and for the City of Chicago and Chicago Department of Police any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

*Filing of Grant Application Authorized with the Illinois Law
Enforcement Commission for Funds to Establish the Program,
"Juvenile Records Computerization IV".*

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

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

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

WHEREAS, The Chicago Department of Police is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Juvenile Records Computerization IV". Said grant to be in the amount of \$128,078; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Chicago Department of Police to establish the "Juvenile Records Computerization IV"; said application to provide for a total federal-state grant amounting to \$128,078.

SECTION 2. That the Mayor and the Superintendent of Chicago Department of Police are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 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 Chicago Department of Police any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Filing of Grant Application Authorized with the Illinois Law Enforcement Commission for Funds to Establish Program, "Child Abuse Prevention and Awareness Film Production".

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

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

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

WHEREAS, The Chicago Department of Police is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Child Abuse Prevention and Awareness Film Production". Said grant to be in the amount of \$40,179; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Chicago Department of Police to establish the "Child Abuse Prevention and Awareness Film Production", said application to provide for a total federal-state grant amounting to \$40,179.

SECTION 2. That the Mayor and the Superintendent of the Chicago Department of Police are authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 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 Chicago Department of Police any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

*Filing of Grant Application Authorized with the Illinois
Law Enforcement Commission for Funds to Establish the
"Family Management Program -- Cabrini-Green".*

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

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

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

WHEREAS, The Department of Human Services is desirous of submitting an application for such federal funds through the Illinois Law Enforcement Commission for a federal-state grant entitled, "Family Management Program --Cabrini-Green." Said grant to be in the amount of \$340,447; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized to file an application with the Illinois Law Enforcement Commission for the purpose of enabling the Department of Human Services to establish the "Family Management Program -- Cabrini-Green", said application to provide for a total federal-state grant amounting to \$340,447.

SECTION 2. That the Mayor and the Commissioner of the Department of Human Services and authorized to supply assurances, data and any other supportive information necessary and required by the Illinois Law Enforcement Commission or the United States Department of Justice to assist them in the consideration of the said grant application.

SECTION 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 Human Services any grant which the Illinois Law Enforcement Commission may authorize pursuant to said application.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

*Ordinance Amending Chapter 37, Section 37-13.10
of the Municipal Code concerning Parking Fees at
Chicago Midway Airport.*

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

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

SECTION 1. The Municipal Code of Chicago, Chapter 37, Section 37-13.10, is hereby amended by deleting the language in brackets and adding the language in *Italics* below as follows:

37-13.10 The Commissioner of Aviation may establish parking stations for motor vehicles at each airport. [A fee of fifty cents, exclusive of City tax, may be charged and collected for each vehicle parked at any such station at Chicago Midway Airport or Merrill C. Meigs Field for each period of four hours or fraction thereof.] *The following fees, exclusive of City tax, shall be charged and collected for each vehicle parked in any such area at Chicago Midway Airport:*

\$.70 for the first hour or fraction thereof and \$1.00 for each additional two hours or fraction thereof up to a maximum rate of \$4.70 for each 24 hours. Charges for each 24 hour period after the first shall be at the same rate schedule.

SECTION 2. This ordinance shall be in full force and effect, beginning January 1, 1982.

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

*Nays--*Aldermen Marcin, Oberman--2.

Amendments Authorized Concerning Emergency Family Food Program and Crossing Guards Uniform Allowance.

Alderman Frost then moved to *Adopt* two amendments to the 1982 Annual Appropriation Ordinance concerning the Emergency Family Food Program, and the Uniform Allowance for Crossing Guards.

The motion *Prevailed* by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--44.

*Nays--*Aldermen Huels, Sheahan, Lipinski, Marcin--4.

The following are said amendments as passed:

Fund: Corporate-100

Page	Code	Department and Item	Strike Amount	Insert Amount
		FINANCE GENERAL		
243	936	Claims under the Workers Compensation Act	10,000,000	9,750,000
		Emergency Family Food Program	700,000	950,000

Fund: Corporate-100

Page	Code	Department and Item	Strike Amount	Insert Amount
		POLICE		
118	091	Uniform Allowance - Crossing Guards	\$438,425	\$ 472,150

At this point in the Proceedings, Honorable Jane M. Byrne, Mayor, relinquished the Chair to President Pro Tem. Alderman Edward R. Vrdolyak.

**Chapter 23, Section 23-1 of the Municipal Code of Chicago Amended
Concerning Tax Levy Rate for the Chicago Public Library.**

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

WHEREAS, The City of Chicago is a home rule unit and may, under the power granted by Section 6(a) of Article VII of the Illinois Constitution, exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax; and

WHEREAS, Pursuant to this constitutional power to tax granted to home rule units, the City of Chicago may now provide for library tax levies in excess of the present statutory limit; and

WHEREAS, The levies permitted by statute for the Library Maintenance and Operation Tax and for the Library Buildings and Sites Tax are inadequate to meet the needs of the Chicago Public Library; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities of the Chicago Public Library; now, therefore,

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

SECTION 1. Section 23-1 of Chapter 23 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets below and inserting the language in italics, as follows:

23-1. There is hereby established a free public library and reading room for the use of inhabitants of the City, which shall be called the "Chicago Public Library".

The City of Chicago, acting by its City Council, shall [, in the year 1981 and thereafter, levy annually a tax in an amount of not to exceed .27% of the value of all taxable property in the City, as equalized or assessed by the Department of Local Government Affairs. This tax, when levied and collected, shall be used] *levy a tax on the value of all taxable property in the City, as equalized or assessed by the Department of Revenue of the State of Illinois* for the purpose of paying costs for library maintenance and operation. This tax shall be levied and collected in the same manner as the general taxes of the municipality and shall be known as the "Library Maintenance and Operation Tax" and shall be in addition to and in excess of all other taxes which the municipality is now, or may be hereafter, authorized by law to levy upon the aggregate valuation of all taxable property within the City of Chicago.

In addition to such "Library Maintenance and Operation Tax" the City Council shall [, in the year 1980 and thereafter levy annually a tax in an amount of not to exceed .03% of the valuation of all taxable property in the City, as equalized or assessed by the Department of Local Government Affairs. This additional tax, when levied and collected shall be used] *levy a tax on the value of all taxable property in the City, as equalized or assessed by the Department of Revenue of the State of Illinois* for the purpose of paying the cost of purchasing library sites and buildings, the construction and equipping of library buildings, the repair, alteration and equipping of such library buildings and the rental of buildings required for library purposes. This additional tax shall be levied and collected in the same manner as the general taxes of the municipality and shall be known as the "Buildings and Sites Tax" and shall be in addition to and in excess of all other taxes which the municipality is now, or may hereafter be, authorized by law to levy upon the aggregate valuation of all taxable property within the City of Chicago.

All money received from the respective taxes shall be set apart in a separate fund and shall be used solely for the purpose for which such respective taxes were levied. Warrants or notes may be issued in anticipation of the collection of such respective taxes and if issued, shall be issued pursuant to the applicable provisions of the Illinois Revised Statutes and shall bear an interest rate to be determined at the time of sale.

SECTION 2. 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

Transfer of Funds Authorized and Directed for Various Departments.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, concerning the transfer of funds in the Department of Water and the Office of the City Comptroller.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

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

Department of Water.

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

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

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
200-8363-162	Repair or Maintenance of Equipment	\$ 48,000.00
<i>To Account</i>	<i>Purpose</i>	<i>Amount</i>
200-8353-340	Material and Supplies	\$ 25,900.00
200-8353-360	Repair Parts and Materials	\$ 22,100.00

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

Office of the City Comptroller.

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

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

From Account	Purpose	Amount
100-9112-802	To provide for matching and supplementary funds for grants currently in effect as well as new grants, including grants from the Law Enforcement Assistance Administration and under the National Health Planning and Resources Development Act of 1974 (P.L. 93-641)	\$ 600,000.00

<i>To</i>			
<i>Account</i>	<i>Purpose</i>		<i>Amount</i>
100-9112-145	Legal		\$ 600,000.00

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

New Parking Fees Established for Specified City-Owned Parking Facilities.

The Committee on Finance submitted a report (referred November 13, 1981) recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Commissioner of Streets and Sanitation, pursuant to Chapter 14, Section 14-3 of the Municipal Code of Chicago, has recommended the schedule of rates for parking fees in all City-owned parking facilities; and

WHEREAS, The parking rate increase is recommended to increase the use of mass transportation, reduce the level of auto emission pollutants in the downtown area, and to bring the City rates into parity with those of privately owned facilities; and

WHEREAS, The proposed rates are the result of an extensive survey of downtown parking lot rates which was conducted by the Bureau of Parking; now, therefore,

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

SECTION 1. The schedule of rates for parking facilities (except for Facility No.3 which remains unchanged) submitted by the Commissioner of Streets and Sanitation is approved as follows:

HOURS	FACILITY NO. 1	NO. 4	NO. 5	NO. 8	NO. 9	NO. 10
½ Hour or Less	1.20	1.20	1.20	1.20	1.20	1.20

1 Hour or Less	1.70	1.70	1.70	1.70	1.70	1.70
1-½ Hours or Less	2.20	2.20	2.20	2.20	2.20	2.20
2 Hours or Less	2.70	2.70	2.70	2.70	2.70	2.70
2-½ Hours or Less	3.20	3.20	3.20	3.20	3.20	3.20
3 Hours or Less	3.70	3.70	3.70	3.70	3.70	3.70
3-½ Hours or Less	4.20	4.20	4.20	4.20	4.20	4.20
4 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
5 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
6 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
7 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
8 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
12 Hours or Less	4.70	4.70	4.70	4.70	4.70	4.70
18 Hours or Less	5.20	5.20	5.20	5.20	5.20	5.20
24 Hours or Less	5.70	5.70	5.70	5.70	5.70	5.70
Monthly	74.00	74.00	74.00	74.00	74.00	74.00

NAVY PIER LOTS
No. 1 and No. 2

DAILY RATE	\$1.70
SPECIAL EVENTS	\$2.70
MONTHLY	\$36.00

SECTION 2. The Commissioner of Streets and Sanitation is directed to display the rates approved in Section 1 of this ordinance in all parking facilities.

SECTION 3. This ordinance shall be effective 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

**Execution of Operator's Agreements Authorized for
City of Chicago Parking Facilities Nos. 1,
3 and 5.**

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing execution of Operator's Agreements for Parking Facilities Nos. 1, 3 and 5.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stembark, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42:

Nays--None.

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

*Parking Facility No. 1
(11 West Wacker Dr.)*

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

SECTION 1. The Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and G and J Parking Company, Inc., for Chicago Parking Facility No. 1 at No. 11 West Wacker Drive. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

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

Agreement attached to this ordinance reads as follows:

This Agreement, effective as of the 1st day of October, A.D. 1981, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as the "City"), and G and J Parking Company, Inc., an Illinois Corporation (sometimes hereinafter referred to as "Operator").

WITNESSETH:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

11 West Wacker Drive, Chicago, Illinois, known as City of Chicago Parking Facility No. 1

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of October, 1981 an ending on the 30th day of September, 1982, unless said term shall be sooner terminated as hereinafter provided.

Article I.

Definitions of terms.

- A. "Bureau of Parking" means the agency of the City of Chicago, having management and control of the establishment, operation and maintenance of parking facilities.
- B. "Commissioner" means the Commissioner of Streets and Sanitation of the City of Chicago, or any other official designated by the City Council to have administrative supervision over the Bureau of Parking.
- C. "Operator" means any natural person, partnership corporation, company or other legal entity who or which owns, controls, manages and directs the business of parking motor vehicles on public off-street parking lots, or in public off-street parking garages, or in other public off-street parking facilities.

Article II.

Assignment or transfer.

The operator shall not assign or transfer this Agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by an independent contractor, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner. If the Operator is a partnership or corporation or legal entity other than a natural person, and control of said entity changes at any time during the term hereof, the City may, at its option, deem and declare such change as a breach of this agreement and take immediate possession of said premises and facility first hereinabove described. It is understood and agreed by and between the City and the Operator that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto.

Article III.

Present Condition of Premises.

The Operator has examined the premises, facilities and appurtenances first hereinabove described, prior to and as a condition precedent to his acceptances and the execution of this Agreement, and is satisfied with the physical condition of said premises, and his taking possession shall constitute conclusive evidence of his receipt thereof in safe and sanitary condition, and in good order and repair, unless otherwise specified herein. The Operator agrees and admits that no representations as to condition or repair have been made by the City or its officers, employees or agents, which are not herein expressed or endorsed hereon, and that no promises to decorate, alter, repair or improve said premises, before, at or after the execution of this Agreement by the parties, not expressly contained herein, have been made by the City or its officers, employees or agents.

Article IV.

Future Condition of Premises.

The Operator shall keep the premises, facility and appurtenances first hereinabove described in a safe, sanitary and sightly condition, and in good repair and shall yield the same back to the City upon the termination of this Agreement in such condition and repair, ordinary wear and tear excepted. If said premises and facility shall not be so kept by the Operator, the City may enter the premises (without such entry constituting a termination of the privileges herein granted or an interference with the possession of or constructive or other eviction from said premises and facility) and do all things necessary to restore said premises and facility to the condition herein required.

Article V.

Signs and Advertising.

The Operator shall not permit or place, post or cause to be placed or posted any sign, billboard, poster, advertising material or similar devices in view of the general right to erect and maintain such signs or billboards on the premises and facility, from time to time, as the Commissioner may deem advisable.

Article VI.

Alterations and Additions.

The Operator shall make no alterations or additions to the premises and facility first hereinabove described without prior consent of the City as evidenced by approval in writing signed by the Commissioner. All alterations and additions shall remain as part of said premises and facility unless the City shall otherwise elect, as evidenced by prior approval in writing signed by the Commissioner. Said alteration and additions shall include, but not limited to, locks, bolts, and all fixtures.

Article VII.

Maintenance by Operator.

The Operator agrees to maintain the premises and facility, from day to day, in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

- A. Maintain all washrooms, toilets and restrooms in compliance with the Municipal Code of Chicago.
- B. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
- C. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
- D. Maintain fire extinguishers in the number and manner required by the Municipal Code of Chicago.

Should Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of noncompliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Operator, and the Operator hereby agrees to reimburse the City for all such costs and expenses.

Article VIII.

Maintenance by City.

The City agrees to maintain and pay for the following items of maintenance and equipment:

- A. Maintain said facility in structural repair.
- B. Make all necessary repairs to plumbing, lighting, and heating equipment and fixtures.
- C. Maintain the hoists, hoist equipment, lifts and elevators.
- D. Supply and maintain equipment for control of parking, traffic and revenue.
- E. Supply all parking tickets and other forms.
- F. Supply and maintain pavement markings.
- G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

- H. Maintain and replace all gates and barricades.
- I. Maintain and keep in good working order all neon directional, informational and advertising signs located in the interior or on the exterior of the facility.
- J. Make direct payment to the appropriate utilities for water, gas, electric and telephone service at the facility.

Article IX.

Compliance with Law: Liens.

The Operator agrees to operate such facility as first hereinabove described in compliance at all times with this Agreement and all laws, statutes, ordinances and rules and regulations which are now in effect or which may be hereafter adopted, particularly, but not limited to, all rules and regulations of the Bureau of Parking, Department of Streets and Sanitation. The Operator agrees to keep the premises, facility and appurtenances first hereinabove described free and clear of any and all liens in any way arising out of the Operator's use and maintenance thereof.

Article X.

Operation of Facility.

The Operator agrees to operate the facility subject to all provisions of this Agreement for the convenience of the public during the terms hereof and shall use and occupy the above premises solely for off-street parking of motor vehicles. The Operator shall use his best efforts to secure, maintain, and develop the parking business conducted by him under the terms of this Agreement and to increase the same whenever and wherever possible, and shall refrain from and prevent the diversion of any such parking business from the facility whenever possible. The Operator shall not divert or allow to be diverted to any other person any of the equipment, fixtures or services, including utility services, provided hereunder by the City of Chicago.

Article XI.

Hours of Operation.

The Operator agrees to operate the facility twenty-four (24) hours a day, seven (7) days a week, holidays included. The hours of operation may be changed from time to time by the Commissioner. Such change shall take effect within forty-eight (48) hours, Sundays and holidays excluded, after written notice thereof is received by the Operator.

Article XII.

Vehicle Parking.

At no time shall the operator remove or permit or cause to be removed from the premises and facility any vehicle placed thereon for parking purposes without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking, without the express consent of the owner or operator of said vehicle, except with the prior written approval signed by the Commissioner. At no time shall the Operator accept or cause to be accepted for parking any commercial vehicles except with the prior written approval signed by the Commissioner. At no time shall the Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the premises and facility free of charge.

Article XIII.

Operator's Employees.

- A. The Operator hereby agrees to select, employ and pay such personnel as may be required in the operation of the facility first hereinabove mentioned, unless otherwise specifically provided for in this Agreement. The Operator agrees further that in performing the covenants, promises and conditions under this Agreement, he shall not discriminate against any worker, employee or applicant, nor against any member of the public, on account or race, creed, color, national origin or sex, nor otherwise commit an unfair employment practice.
- B. The Operator agrees further to do or cause to be done the following:
1. To supervise, direct and manage the activities of his employees in such manner as to provide prompt, safe, efficient and courteous services as will be adequate to meet all reasonable demands for parking services on the premises and facility, and to provide a sufficient number of said employees as to enable such services to be provided at all times of the operation of said facility.
 2. To cause and require all employees serving as attendants on the premises and facility to wear uniforms, caps and badges to be supplied by and at the expense of the Operator and to require said employees at all times to present a neat and clean appearance. The color and design of said uniforms, caps and badges shall be first approved in writing signed by the Commissioner.

Article XIV.

Insurance.

- A. The Operator shall purchase and maintain at all times during the term of this Agreement a policy or policies of Worker's Compensation and Occupational Disease Insurance, covering all employees of the Operator engaged in any work under this Agreement; such insurance shall be in aggregate amount of not less than \$100,000.00. Each policy required hereunder shall name the Operator and the City as insured parties and shall provide for written notice of cancellation to the City Comptroller and the Deputy Commissioner of the Bureau of Parking not less than (30) days prior to such cancellation. Each such policy shall be delivered to and held by the City Comptroller and the Deputy Commissioner of the Bureau of Parking. The insurance required hereunder shall be placed only with such insurers as are approved from time to time by the City Comptroller.
- B. The operator shall also keep in force and effect the following insurance, naming the City of Chicago, as an additional insured:
- Comprehensive General Liability Insurance
\$500,000 to \$5,000,000 for personal injury
Garage Keepers Legal Liability
Elevator Liability Coverage.

There shall be a deductible of \$100,000 per occurrence in connection with the insurance coverages set forth in this paragraph.

The lessee further agrees to indemnify and hold harmless, the City of Chicago, from any and all claims, suits, losses or damages arising from any accidents, claims, or injuries, arising directly or indirectly out of the operation and conduct of the business of said lessee, or resulting from the carelessness, negligence or improper conduct, if any, of the City of Chicago.

- C. The City shall reimburse the Operator for all premium payments made by the Operator to purchase and maintain the insurance required hereunder. The City may also reimburse for claims adjusting. Such reimbursement shall be made upon the Operator's submission of proof of payment of said premiums or claims adjustments to the Commissioner who shall determine the adequacy of such proof.

*Article XV.***Destruction of Facilities.**

- A. In the event the premises and facility or a part thereof shall become damaged or destroyed by fire, explosion, or other casualty, the Commissioner shall decide what repairs, if any, are to be made.
- B. In the event of a casualty described in Paragraph A of this Article, the Commissioner may elect in his sole judgment, to consider said premises and facility beyond repair, and refuse to permit the repair, reconstruction or restoration of said premises and facility, and upon written notice of said election from the Commissioner to the Operator within thirty (30) days from the date of said casualty, the obligation of the Operator to pay such rent and charges as are hereinafter reserved to the City shall cease and this Agreement shall thereupon terminate; provided, however, that all rents and charges theretofore accrued shall remain due and payable by the Operator forthwith.

*Article XVI.***Indemnification.**

The Operator shall assume all risks incident to or in connection with his business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever kind or nature as may be sustained by any persons or property and the Operator shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims, suits, losses or damages arising from said accidents or injuries of whatsoever kind or nature, arising directly or indirectly out of the operation of said business or resulting from the carelessness, negligence or improper conduct of the City, Operator or any of their officers, agents or employees. Said Operator shall also indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, statute, ordinance or regulation affecting its operations.

*Article XVII.***Operator's Performance Bond.**

The Operator shall deliver to the City at the time of or prior to the execution of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the City Comptroller and the Corporation Counsel in the amount of \$30,000.00. Said bond shall be conditioned upon the full and faithful performance by the Operator of each and every covenant, promise, term, condition, undertaking and agreement set forth in this Agreement.

*Article XVIII.***Parking Fees, Charges and Taxes.**

The Operator hereby agrees to charge for parking vehicles on the premises and facility first hereinabove described according to fees and rates as recommended by the Commissioner and as authorized and directed to do so by the City Council; the Operator shall charge the Parking Lot and Garage Operation Tax imposed pursuant to Chapter 156.1 of the Municipal Code of Chicago.

It is understood and agreed that parking fees, rates, charges and said Tax may be changed by the Commissioner when authorized and directed to do so by the City Council of the City of Chicago and the Operator agrees to make such changes when directed to do so by the Commissioner. Fees, rates and charges shall be put into effect within forty-eight (48) hours after written notification thereof has been given to the Operator by the Commissioner and shall remain in effect until changed by the Commissioner as herein provided. Any change in said Tax shall be put into effect on the date designated by the City Council.

*Article XIX.***Taxes and Charges; Budget Compensation.****A. Definitions.**

1. "Basic gross revenue level", is the revenue income anticipated to be received by Facility No. 1 during the period of this Agreement, and shall be established by considering a selected series of consecutive prior years which in the judgment of the Commissioner, best represents that average level of yearly gross revenue received by said Facility, together with any current increase in parking fees authorized by the City Council.
2. "Actual gross revenue level", is the actual dollar amount of gross revenue received by the facility from parking fees during the period of this Agreement, as shall be determined by an examination of all books and records pertaining to such actual revenue received, said examination to be conducted by the City after the termination of this Agreement.
3. "Basic or minimum fee", is that amount of compensation which, in the judgment of the Commissioner represents a reasonable base payment for management services to be rendered by the Operator during the term of this Agreement as compensation for achieving the "basic gross revenue level" during the period of this Agreement.
4. "Additional or incremental fee", is that compensation over and above the basic or minimum fee payable to the Operator as determined by the "actual gross revenue" of the Facility exceeding the "basic gross revenue" received by the Facility during the period of this Agreement.

B. Taxes and Charges.

The Operator shall advance all taxes and charges assessed under City Ordinances and State and Federal statutes to the extent that they are applicable to the operation of the Facility.

C. Budget.

All expenses incurred or to be incurred by the Operator in anticipation of the advancement of funds under this Agreement shall be set forth in a budget for approval by the Commissioner, on a form prescribed by the Commissioner, which shall include, but shall not be limited to taxes, charges, employee payrolls and like expenses. The budget herein provided for shall be submitted no later than thirty (30) days following the execution of this Agreement and shall be supplemented from time to time so as to reflect such changes or additions as may become necessary or as requested by the Commissioner. The Operator shall submit such detailed supporting data as the Commissioner may request. Each expense item for which reimbursement is being claimed shall be designated as a reimbursable item on said budget. No expense item shall be reimbursed to the Operator unless approved by the Commissioner. The Operator shall be advanced sufficient funds to provide for two month's operating expenses, as determined by a monthly average of the previous year's annual expense. Such advance shall be provided by the City Comptroller after approval by the Commissioner, upon execution of this Agreement.

D. Compensation to Operator.

For full and faithful performance of the provisions contained in this agreement, the Operator of Facility No. 1 shall be paid for the period of this Agreement as follows:

1. A basic or minimum fee of 4 per cent of the basic gross revenue level of said Facility which is hereby set at \$458,000.00.
2. Additional or incremental fees shall be paid on gross revenue over and above the basic gross revenue level, at 5 percent.

E. Settlement and Reimbursement.

The Operator's total fee and expense reimbursement shall be computed, finalized and settled for the entire period of this Agreement, specifically on the basis of actual results of the operation of the Facility for the period covered by this Agreement, as determined by an examination of the books and records of the Operator by the City after the termination of said period: provided, however, that the City shall make monthly payments of fees reimbursable expenses with quarterly adjustments, which shall and substantially cover the Operator's earned fees and actual reimbursable expenses for each month under the following procedure:

1. The Operator shall receive a monthly reimbursement on one-twelfth of the total approximate yearly payment, on the tenth day of the following month for the first eleven months of the Agreement. The final settlement payment shall constitute the twelfth payment.
2. At the end of each of the first three quarters of the period of this Agreement, the Operator shall submit to the City quarterly expense statements reflecting actual expenses incurred within each said quarter by the Operator for said Facility. At the end of each quarter the Commissioner shall review actual management fees earned and expenses incurred and if, in his sole judgment, the estimated monthly reimbursement does not correctly reflect actual operations, he may appropriately adjust the monthly reimbursement to reflect actual operating conditions.
3. At the end of the fourth quarter of the period of this Agreement the Operator shall submit to the City the fourth quarterly reimbursable expense statement reflecting actual expenses incurred within said quarter. This quarterly statement, when combined with the three previously submitted quarterly statements, shall be used as the basis for computing the final settlement, subject to the aforementioned audit. Such audit shall be completed within 90 days after the expiration of this Agreement and final settlement shall be made within 120 days after the expiration of this Agreement.
- F. In the event that parking rates for Facility No. 1 are changed and are to take effect at any time during the period of this Agreement, this Article XIX shall be subject to review, adjustment and renegotiation by and between the City and the Operator with respect to compensation, and supplemental agreement by and between said parties shall be drawn for the approval of the City Council and execution by the parties.

Article XX.

Collection of Fees, Charges and Taxes

All parking fees, charges and taxes collected by the Operator and his employees under the terms of this Agreement shall be deposited daily with a financial institution approved by the Commissioner. The Operator shall deposit said fees, charges, and taxes for credit to the appropriate revenue account as shall be designated by the Commissioner, said procedure set forth in further detail in the Rules and Regulations promulgated by the Bureau of Parking. All such parking fees and charges shall be made pursuant to parking tickets supplied by the City, which shall be time stamped by the Operator and his employees in accordance with the Rules and Regulations hereinabove referred to with the exception of monthly charges otherwise provided for therein.

Article XXI.

Operator's Records

The Operator shall keep accurate records, books, and accounts in conformity with a system approved by the Commissioner and agrees to permit authorized personnel of the City to examine said records, books and accounts at any reasonable time as a matter of right.

*Article XXII.***Vacation and Abandonment of Premises**

- A. If the Operator shall vacate, desert or abandon the premises and facility, or shall permit the same to remain vacated, deserted or abandoned for a period of ten (10) days, or if the Operator shall breach any covenant, promise or condition set forth in this Agreement, or if the Operator shall default in the payment of any rent or charges payable by him under this Agreement, or if the Operator shall sell, assign, or mortgage this Agreement or any provision hereof, or if the Operator shall be in default with respect to his performance of any covenants, promises or conditions contained in this Agreement, or if the Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City Government, or any and all of their departments and bureaus applicable or pertinent to said premises and facility, or in the event of the death or incapacity of the Operator, then the Operator's right to possession of the premises and facility thereupon shall cease and terminate, with or without any notice or demand whatsoever if the City so elects but not otherwise. In such event or events hereinabove set forth, whether this Agreement shall be terminated or not, the Operator agrees to surrender to the City possession of the premises and facility immediately without notice to quit or demand for possession of the premises and facility whatsoever, and the Operator hereby grants to the City full and free license to enter into and upon said premises and facility, or any part thereof, to take possession thereof and expel and remove the Operator or any other person who may be occupying the premises and facility or any part thereof, without resort to courts for an order sanctioning such action, and the City may use force in expelling and removing the Operator and such other person as may be reasonably necessary to accomplish said purpose. It is agreed by the Operator that said entry of the premises and facility by the City shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue of the provisions of this Agreement, nor a waiver of any covenant, agreement or promise in this Agreement to be performed by the Operator.
- B. The Operator hereby waives all notice of any election made by the City under this Agreement, demand for revenues or other charges reserved under this Agreement, notice to quit, demand for possession, and any and all notices and demands whatsoever, of every kind and nature, which may or shall be required by any statute of this State relating to forceable entry and detainer, or to landlord and tenant, or any other statute, or under the common law, during the term of this Agreement. The acceptance of any rents or charges reserved by the City under this Agreement, whether in a single instance or repeatedly, after they shall fall due or after knowledge of any breach hereby by the Operator, or giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the City's right to act without notice or demand or any other right hereby given the City, or an election not to proceed under the provisions of this Agreement.
- C. If the Operator shall file a petition in bankruptcy or shall be involuntarily placed in bankruptcy or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors, or shall take advantage of any provisions in any statute or ordinance for the advantage of insolvent persons, the City may elect to terminate this Agreement and the term hereof and take immediate possession of the premises, facility and appurtenances without notice.
- D. In the event the City elects to terminate this Agreement because of a violation of any provisions of this Article upon such termination the Operator shall compensate the City for any loss in revenue as may be sustained by reason of such termination and provision for such compensation shall be made a condition of the Performance Bond referred to in Article XVII of this Agreement.

- E. It is further agreed by and between the parties that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- F. The City shall retain the power to terminate this Agreement without cause provided that the Operator has been given in writing 30 days notice to vacate and abandon said premises.

Article XXIII

Costs, Expenses and Attorney's Fees

The Operator agrees to pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the City in enforcing the covenants, promises and conditions of this Agreement, whether by the institution of litigation or in taking of advice of counsel, or otherwise.

Article XXIV.

Notices

Notices to the City provided for under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 700, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at:

G and J Parking Company, Inc.
P.O. Box 17400
Chicago, Illinois 60617

or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Postal Service depository.

Article XXV.

Construction of Agreement

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of parties to this Agreement, including but not limited to, the following:

- A. Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular.
- B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.
- C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI.

City Council Approval

This Agreement was authorized by the City Council of the City of Chicago, on the ____ day of ____ A.D., 19__ Council Journal page ____.

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

[Signature forms omitted for printing purposes]

Parking Facility No. 3
553 S. State St.

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

SECTION 1. The Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Sam D. Kaplan, d/b/a/ Downtown Parking Stations, Inc., for Chicago Parking Facility No. 3 at 553 South State Street. Said agreement is attached to this ordinance and made a part thereof, the same as if incorporated herein.

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

Agreement attached to this ordinance reads as follows:

This Agreement, effective as of the 1st day of October, A.D. 1981, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Sam D. Kaplan d/b/a/, Downtown Parking Stations, Inc., (sometimes hereinafter referred to as "Operator").

WITNESSETH:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

553 South State Street, Chicago, Illinois, known as City of Chicago Parking Facility No. 3

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of October, 1981 and ending on the 30th day of September, 1982, unless said term shall be sooner terminated as hereinafter provided.

[Article I through Article XXIII are common to those
printed on pages 8520 - 8528 of this Journal]

Article XXIV

Notices

Notices to the City provided for under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 700, City Hall, Chicago, Illinois 60602, and notices to the operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at:

Downtown Parking Stations, Inc.
188 W. Randolph Street, Suite 2005
Chicago, Illinois 60601

or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Postal Service depository.

Article XXV

Construction of Agreement

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of parties to this Agreement, including but not limited to, the following:

- A. Words importing the singular number may extend and be applied to several persons or things and words importing the plural number may include the singular.
- B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.
- C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI

City Council Approval

This Agreement was authorized by the City Council of the City of Chicago, on the day of A.D., 19...Council Journal page....

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

[Signature forms omitted for printing purposes]

—
Parking Facility No. 5
875 N. Rush St.

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

SECTION 1. The Commissioner of Streets and Sanitation is hereby authorized and directed to execute on behalf of the City of Chicago, the City Comptroller to countersign, and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Parking Facility Operator's Agreement between the City of Chicago and Warshauer Parking Corporation for Chicago Parking Facility No. 5 at 875 North Rush Street. Said agreement is attached to this ordinance and made a part hereof, the same as if incorporated herein.

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

Agreement attached to this ordinance reads as follows:

This Agreement, effective as of the 1st day of October, A.D. 1981, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereinafter referred to as "City"), and Warshauer Parking Corporation, an Illinois Corporation (sometimes hereinafter referred to as "Operator").

WITNESSETH:

That for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to the Operator the privileges hereinafter described and the Operator agrees to assume the duties, responsibilities, and obligations as hereinafter set forth, with respect to the premises and parking facility described as follows:

875 North Rush Street, Chicago, Illinois known as City of Chicago Parking Facility No. 5

This City of Chicago Parking Facility Operator's Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

The term of this Agreement shall be for the period of one (1) year beginning on the 1st day of October, 1981 and ending on the 30th day of September, 1982, unless said term shall be sooner terminated as hereinafter provided.

[Article 1 through Article XXIII are common to those
printed on pages 8520-8528 of this Journal]

Article XXIV

Notices

Notices to the City provided for under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Streets and Sanitation, Room 700, City Hall, Chicago, Illinois 60602, and notices to the Operator provided for in this Agreement may be sent by registered mail, postage prepaid, addressed to the Operator at:

Warshauer Parking Corporation
55 East Monroe Street
Suite 3512
Chicago, Illinois 60603

or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Postal Service depository.

Article XXV

Construction of Agreement

It is agreed by and between the parties hereto that all general provisions, terms, phrases and expressions shall be subject to rules of construction as will fully implement the true intent and meaning of parties to this Agreement, including but not limited to, the following:

- A. Words importing the singular number may extend and be applied to several persons or things and words importing the plural number may include the singular.
- B. Words importing the masculine gender may be applied to the feminine gender and to impersonal legal entities.
- C. The word "month" means a calendar month, and the word "year" means a calendar year, unless otherwise expressed.

Article XXVI

City Council Approval

This Agreement was authorized by the City Council of the City of Chicago, on the....day of....A.D., 19... Council Journal page....

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

[Signature forms omitted for printing purposes]

**Designation of Depositories for 1982 City and Board of
Education Funds.**

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

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

SECTION 1. That the following regularly established National and State banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest on certificates of deposit and/or time deposits of City and School Funds and that each said depository has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34 and 7-34.1 of the Municipal Code of the City of Chicago:

Commercial Banks

Amalgamated Trust and Savings
American National Bank
Banco di Roma (Chicago)
Chicago Bank of Commerce
Chicago City Bank and Trust Company
Chicago-Tokyo Bank
Colonial Bank and Trust
Continental Illinois National Bank
Drovers National Bank
East Side Bank and Trust
First Commercial Bank
First National Bank of Chicago
First Pacific Bank of Chicago
Heritage Pullman Bank
Highland Community Bank
Jefferson State Bank
Lakeside Bank
LaSalle National Bank
Maine Bank of Chicago
Merchandise National Bank
National Security Bank
South Chicago Savings Bank
Sears Bank and Trust
South Shore National Bank
Washington National Bank

SECTION 2. The depository institutions listed in Section 1 are hereby designated as legal depositories for City and School Funds for the year of 1982 and the City Treasurer may deposit monies received by him in any of these institutions.

SECTION 3. That during the ensuing days of the year of 1982, qualified depository institutions, as defined in Chapter 7 of the Municipal Code of the City of Chicago, that in the judgment of the City Comptroller have completed and submitted bid forms to him will be designated as qualified and that he will so advise the City Treasurer.

SECTION 4. This ordinance shall be effective 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

**Lease Agreement Authorized with Tribune Company for Portions
of the Chicago Freight Tunnel near Michigan Avenue
Beneath N. Water St.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to the Tribune Company for portions of the Chicago Freight Tunnel starting at a point East of Michigan Avenue and running beneath East North Water Street for approximately 11,250 square feet of subsurface storage space; 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 8534 of this Journal]

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

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

Rider "A"

Rental Payment Provision

Lessee agrees to pay lessor for said demised premises for the term of this lease at the rate of Two thousand eight hundred twelve and 50/100 dollars (\$2,812.50) per month, payable in advance upon the first day of each and every month at the office of the City Comptroller, City Hall, Room 501, Chicago, Illinois, 60602.

Rider "B"

Additional Responsibilities of Lessee and Lessor

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

Lessee shall in the operation and maintenance of said sections of the tunnel as set forth in the plan attached hereto and leased hereby, maintain said tunnel, at its own expense, without any expense to the City and the equipment that shall be used in said tunnel shall be the property of the lessee. By the use of the word 'Equipment' it is not to be considered to apply to the tunnel and trackage therein.

Lessee shall properly maintain and keep in good repair the tracks, special crossing and switches which have been installed in said tunnel and which are subject to this lease. In the event it becomes necessary to make minor changes in the tracks, the lessee shall have the right to make such changes, if such changes will not interfere with future operation of the tunnel system and such changes shall be subject to the prior written approval of the Commissioner of Public Works.

Lessee shall comply with all federal and state laws and ordinances of the City of Chicago applicable to the maintenance and operation of said tunnel and the use of employees in the connection therewith and otherwise applicable.

Lessee shall provide Public Liability Insurance in an amount of \$1,000,000 combined single limit, naming the City of Chicago as an additional insured with the City of Chicago 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 City to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should the above described policy be cancelled before the expiration date, the lessee shall mail to the City at the address cited herein, a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee shall have the right to terminate this lease upon ninety (90) days prior written notice at the address cited herein in every instance where it shall be necessary or desirable for the lessee or lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed as follows to the lessor: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such place as the lessor from time to time may appoint, or if to lessee: Mr. Bruce Cerling, Tribune Tower, No. 435 N. Michigan Avenue, Chicago, Illinois, 60611.

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

The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Lessor shall have the right to terminate this Lease upon ninety (90) days prior written notice to the Lessee at the address cited herein.

[Exhibit 1 omitted for printing purposes]

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

**Sub-Lease Agreement Authorized between Eastern Air Lines, Inc.,
and Sabena Belgian World Airlines for Cargo Building Office
at Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to authorize a sub-lease agreement between Eastern Air Lines, Inc. and Sabena Belgian World Airlines at Chicago-O'Hare International Airport.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Eastern Air Lines, Inc., and Sabena Belgian World Airlines, for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This letter, when executed by the parties hereto, shall constitute an Agreement whereby Eastern Air Lines, Inc. ("Eastern") subleases to Sabena Belgian World Airlines ("Sabena"), upon the following terms and conditions, certain premises located within the space which Eastern subleases from Continental Air Lines, Inc. ("Continental") under a sublease dated July 31, 1967 ("Continental Sublease") at Chicago - O'Hare International Airport, Chicago, Illinois. The space which Eastern subleases from Continental is within the space leased to Continental under a Basic Lease dated January 1, 1959 ("Basic Lease") from the City of Chicago ("Lessor"). The Basic Lease and the Continental Sublease are incorporated into this Agreement by reference insofar as applicable.

1. The premises hereby subleased to Sabena consist of approximately 1,200 square feet of office space on the mezzanine level shown in diagonal hatching on Exhibit "A-1" attached hereto and made a part hereof.
2. The premises shall be used solely as operations and administrative offices.
3. This sublease shall be subject to, and said use and occupancy shall be in compliance with all covenants, conditions and obligations imposed by the Basic Lease and the Continental Sublease aforementioned (as heretofore or hereafter amended) and all rules and regulations promulgated pursuant thereto by any party to such leases.
4. Said use and occupancy shall also include the right of access to the premises for vehicles and pedestrians as necessary for the purpose of using the premises as set forth in paragraph 2 hereof, in common with others, and to the extent that Eastern has said rights under the Continental Sublease; as well as right of pedestrian access to the premises, only if necessary, through adjoining areas exclusively leased by Eastern, subject to reasonable rules and restrictions to be imposed by Eastern.
5. The term of this sublease (unless sooner terminated as herein provided) shall be for an indefinite term commencing August 15, 1980.
6. Rental for said premises and uses shall be \$539.00 per month, payable in advance commencing on August 15, 1980.
7. Eastern shall not be obligated to supply any utilities or services except as they may be presently provided to the premises through existing systems and facilities. Sabena agrees to furnish its own janitorial services to the premises, however Sabena agrees to give "Scrub, Inc.", Eastern's present cleaning contractor, an opportunity to bid on such work.

Sabena also agrees to pay 2% of the total of the invoices for utilities, (gas, electricity and water) actually billed to Eastern covering the total space which Eastern subleases from Continental under the Continental Sublease (59,000 square feet).

8. Eastern reserves to itself, Continental, and the Lessor under Basic Lease, the right to enter the premises, temporarily discontinue utilities or services, and temporarily interrupt or interfere with access to the premises for the purpose of inspection, remedying and defaults, or for the purpose of making repairs, replacements, alterations, or improvements in or about the premises or any other areas on the airport, when desirable in Eastern's, Continental's, or Lessor's opinion. Eastern shall not in any way be liable for any interruptions or interferences as aforesaid. Eastern also

reserves to itself, Continental, and Lessor the right to retain, install, and maintain lines, wires, piping, valves, meters, ducts, and antenna, as may be necessary or desirable to Eastern, Continental and/or Lessor.

9. Sabena agrees to indemnify and hold Eastern, its officers, employees and agents harmless from any and all claims, demands, actions and liability that may arise due to its negligent acts or omissions (or the negligent acts and omissions of its officers, employees, agents or suppliers and invitees) or its use and occupancy of the premises. Eastern will endeavor to give Sabena notice of any such claims as promptly as possible.
10. Sabena shall procure (and maintain in effect throughout the term of this Agreement) in any reasonable limits of coverage requested by Eastern, Comprehensive Public Liability Insurance, which policy shall be with an insurer or insurers satisfactory to Eastern, Continental, and Lessor under the Basic Lease, and naming, where appropriate, Eastern as an additional assured thereunder. All such insurance policies shall be endorsed to waive the insurer's rights to subrogation. Said policies shall also contain provisions requiring insurers to give Eastern ten (10) days' written notice prior to cancellation thereof or prior to any material change. Certificates evidencing issuance of said policies and the inclusion of the waiver of subrogation therein shall be furnished to Eastern prior to assuming possession of premises and renewal certificates shall be furnished at least fifteen (15) days prior to expiration date of policy being renewed.
11. Anything in the Basic Lease to the contrary notwithstanding, Sabena shall not assign or sublet the premises, or permit same to be used by others, without the prior approval of Eastern and prior approval of Continental, if required under the Continental Sublease and Lessor, if required under Basic Lease.
12. This sublease shall be terminated prior to expiration under any of the following circumstances:
 - a) Immediately upon the refusal of Continental or the Lessor under the Basic Lease to consent to this sublease, if said consent(s) are required.
 - b) Immediately upon the termination of the Continental Sublease or the Basic Lease as to the subleased premises for any reason whatsoever; notwithstanding the fact that the Continental Sublease or the Basic Lease may continue as to other premises or uses.
 - c) Immediately upon the termination of the Air Freight Service Agreement between Sabena and Eastern which becomes effective August 15, 1980.

In the event of termination, or expiration, as herein provided, Sabena agrees to surrender premises in good order and condition, reasonable wear and tear excepted, and at Eastern's option restore the premises as nearly as possible to its original condition and layout. In the event of termination as aforesaid rent shall be due and prorated to date of termination and upon surrender in accordance herewith, neither party shall be further liable to the other.

13. Sabena agrees to take the premises "As Is" and that no alterations or improvements are to be made by Eastern.

[Signature forms omitted for printing purposes]

Consent to Sublease

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

[Signature forms omitted for printing purposes]

Rider

The following shall constitute a part of the sublease agreement between Eastern Airlines, Inc., and Sabena Belgian World Airlines, concerning certain premises in the Continental Cargo Building at Chicago-O'Hare International Airport.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 CFR, 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 USC s.s. 2000d, et seq.; The Age Discrimination Act of 1975, 42 USC s.s. 6101 *et seq.*; and all amendment to those statutes and executive orders and regulations of the United States Department of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts Approved July 26, 1967, Ill. Rev. Stat., Ch. 48, s.s. 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, s.s. 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, s.s. 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, s.s. 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

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

Non-Discrimination in the Use of the Premises by Tenant

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which services the public.

Sabena, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, 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 benefits of, or otherwise be 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 furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Sabena shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

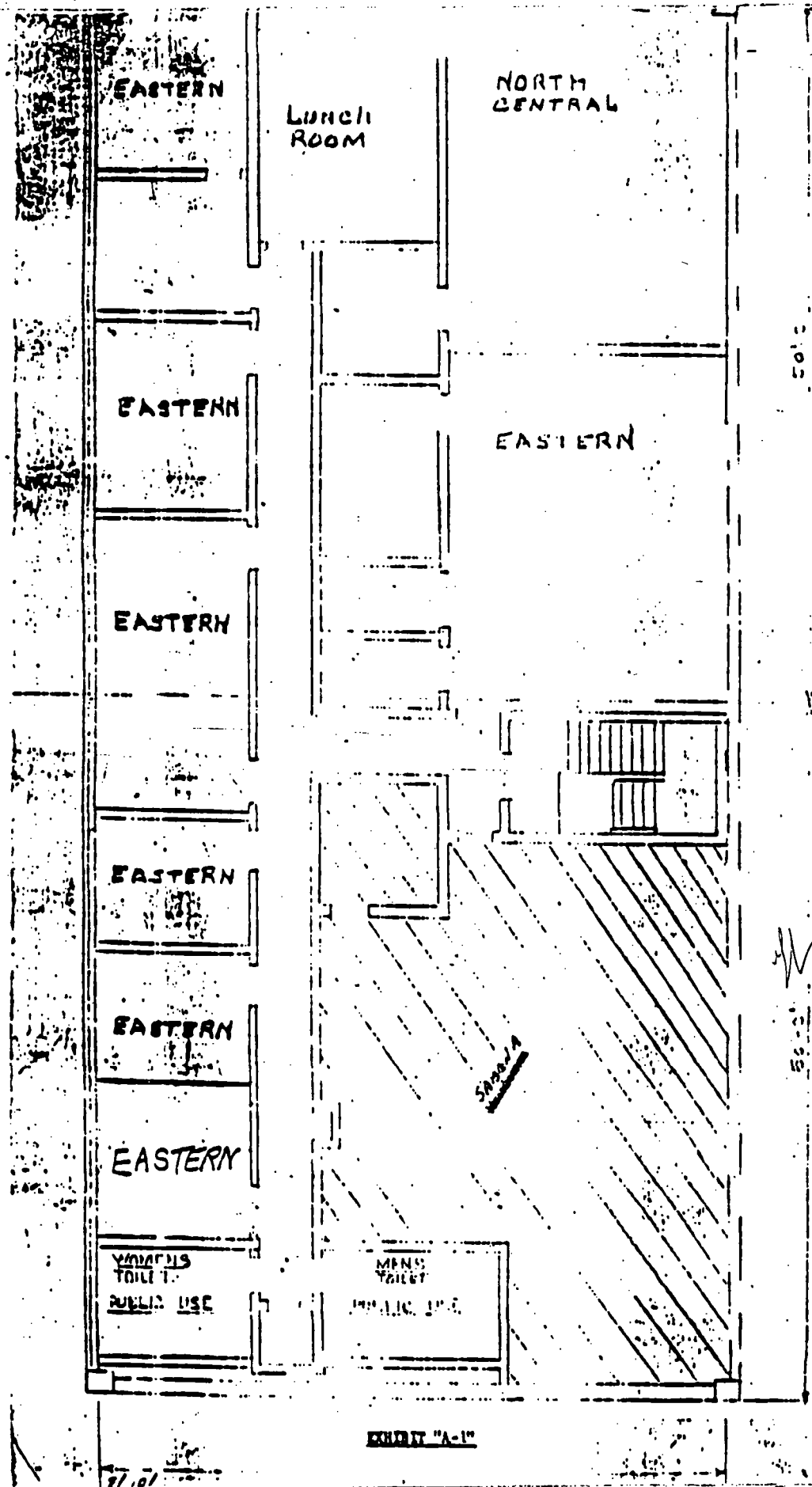
In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

Affirmative Action

Sabena assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152 Subpart E. Sabena assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this subpart. Sabena assures that it will require that its covered suborganization provide assurances to Sabena that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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

[Exhibit "A-1" printed on page 8539 of this Journal]



**Execution of Airport Use Agreement Authorized with Various Air
Carriers at Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the execution of Airport Use Agreement with various carriers at Chicago-O'Hare International Airport.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Airport Use Agreement with Air Florida, Inc., Air Wisconsin, Inc., Jet America, Inc., Midstate Airlines, Inc., Mississippi Valley Airlines, Inc., Air Illinois, Inc., or any other scheduled air carrier which may be authorized to serve Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement, made and entered into as of this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City") and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ (hereinafter referred to as "Airline"),

WITNESSETH:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (a plat of said Airport being attached hereto marked Exhibit "A" and made a part hereof) situated in the County of Cook and County of DuPage, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, Approved Revenue Bonds, as such terms are hereinafter defined, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to grant rights and privileges with respect thereto, as hereinafter provided; and

Whereas, Airline is engaged in the business of transporting persons, property, cargo and mail, or one or more thereof, by aircraft (hereinafter referred to as "air transportation") and desires to obtain certain rights and privileges with respect to the Airport, upon the terms and conditions hereinafter provided; and

Whereas, City is willing to grant to Airline such rights and privileges upon the terms and conditions hereinafter provided; and

Whereas, Contemporaneously with the execution hereof, City and Airline have, among other things, entered into a Lease Agreement covering the use by Airline of certain space and facilities in and adjoining the passenger terminal facilities at the Airport; and

Whereas, the City has adopted an ordinance providing for the issuance of revenue bonds, the proceeds of which bond issue are to be used for the construction of buildings, structures and facilities at the Airport according to the plans and specifications prepared by Naess & Murphy, Architects and on file in the Office of the Clerk of the City;

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Agreement as fully as if they were set forth therein) and of the mutual covenants and agreements herein contained and other valuable considerations, City does hereby grant unto Airline, and Airline does hereby hire and take from City, rights and privileges hereinafter described in connection with and upon the Airport.

ARTICLE I

Grant of Rights

Airline shall have the right and privileges to operate at the Airport an air transportation system, which right and privilege shall, subject to rules and regulations promulgated by City in accordance with Article VIII hereof and to the payment of fees and charges hereinafter provided, include the use, in common with others authorized by City so to use, of the following areas and facilities now or hereafter provided at or adjacent to the Airport and available for common use:

- (a) landing and take-off areas (including runways and landing strips) for aircraft;
- (b) taxiway areas for aircraft;
- (c) passenger and cargo ramp areas and facilities;
- (d) aircraft parking areas and facilities;
- (e) facilities for the purpose of controlling or assisting landings, take-offs and other movement of aircraft using the Airport, including, without limitations, control towers, floodlights, landing lights, beacons, signals, radio aids and all other conveniences and aids to operation, navigation or ground control of aircraft.

Such use by Airline includes the exercise of any and all of the following rights, subject to rules and regulations promulgated by City in accordance with Article VIII hereof:

- (a) the right to land, take-off, fly and move aircraft operated by Airline;
- (b) the right on the passenger and cargo ramp areas as designated from time to time by City as available for common use, to load and unload persons, property, cargo and mail upon or from aircraft operated by it or by any other scheduled air transportation company, by such means as may be reasonably necessary or convenient; provided, however, that Airline may not load or unload exclusive freight or cargo flights on the passenger ramp areas adjacent to the passenger terminal facilities at the Airport, and City agrees that it will not permit any other aircraft operator to load or unload exclusive cargo or freight flights on such passenger ramp areas;
- (c) the right on the passenger and cargo ramp areas designated from time to time by City as available for common use, to service aircraft and other equipment operated by Airline or by any other scheduled air transportation company, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

- (d) the right on the passenger and cargo ramp areas designated from time to time by City as available for common use, to repair, condition, maintain, test and park aircraft and other equipment operated by Airline or by any other scheduled air transportation company; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term shall include the activities referred to in subparagraph (c) above); and provided further, parking of aircraft on such areas may be limited as provided in Article III hereof;
- (e) the right to park aircraft on aircraft parking areas designated from time to time by City as available for common use; provided, however, parking of aircraft on such areas may be limited, as provided in Article III hereof;
- (f) the right to train personnel in its employ or under its direction; provided, however, that all flight training shall be subject to such limitations as the Commissioner of Aviation may from time to time reasonably prescribe;
- (g) the right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to other than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;
- (h) the right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations; provided, the exercise of such right does not interfere with the City's operation of the Airport for the benefit of all aircraft using the Airport;
- (i) the right to purchase or otherwise obtain and use personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellants, food, beverages, other equipment and supplies and any article or goods) reasonably necessary or convenient for its operation from any supplier or its choice; and
- (j) the right to conduct operations or activities other than those enumerated in subparagraphs (a) to (i), inclusive, of this paragraph, reasonably related to the landing, take-off, flying, movement, loading, unloading or ramp servicing of aircraft, which are reasonable necessary or convenient to the conduct by it of air transportation; provided, however, that all such operations and activities shall be subject to the approval of the Commissioner of Aviation, provided further, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport.

Provided, however, that the rights conferred under this Article I shall not be construed to authorize the conduct by Airline of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by Airline alone or in conjunction with any other Airline Parties, directly or through another designated by it or them, excepting that the rights conferred by subparagraph (c) above to service aircraft and other equipment with gasoline, oil, greases, lubricants and other fuel or propellant may be exercised by Airline in conjunction with any other Airline Parties, either directly or through another designated by them, only with respect to aircraft and other equipment operated by Airline Parties.

Airline shall have the right and privilege to install and maintain and operate at such location on the Airport as may be approved by the Commissioner of Aviation, communication, meteorological and aerial navigation equipment and facilities as may be reasonably necessary or convenient to the conduct by it of air transportation, provided the exercise of such right and privilege does not interfere with City's operation of Airport for the benefit of all aircraft using the Airport. Subject to rules and regulations promulgated by City in accordance with Article VIII hereof, Airline shall have the right and privilege over the Airport of ingress and egress from (but not any other use of, except as authorized in this Agreement or in any other agreement between City and Airline) the areas and facilities described in this Article I for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, its or their equipment, vehicles, machinery and other property and except as in this Agreement or in any other agreement between City and Airline otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service for such right of ingress and egress, or for the privilege or purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, as provided in subparagraphs (g) and (i) of this Section, or transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to and from the Airport or preclude City from imposing any tax or permit license fee not inconsistent with the rights and privileges granted to Airline hereunder.

This grant is not to be construed as a lease of any space in any passenger terminal building, any adjacent ramp area leased by City to any air transportation company or other person, firm or corporation, any hangar, any air cargo building, any fueling system or any other building constructed or to be constructed by City at the Airport. Any ramp area at the Airport leased by City to one or more air transportation companies, persons, firms or corporations shall not be considered to be a public ramp area or a ramp area available for common use.

ARTICLE II

Flight Fees For Landing Of Aircraft

SECTION 2.01. Flight Fees for landing of aircraft. In connection with each fee landing at the Airport of each aircraft operated by it, Airline shall pay to City a fee (hereinafter called "Flight Fee") determined as hereinafter provided.

Each separate landing at the Airport of an aircraft (whether in connection with a revenue or a non-revenue flight) operated by Airline or others, shall be a "fee landing", except that a "fee landing" shall not include the following:

- (a) any landing at the Airport of an aircraft which shall have taken off from the Airport, and without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason;
- (b) any landing at the Airport of an aircraft returning to the Airport on a non-revenue flight from the Chicago Municipal Airport, known as Midway Airport, provided each such aircraft shall have taken off from the Airport on a non-revenue flight to Midway Airport without in either case making a stop at any other airport;
- (c) any touch-and-go and similar operation in which an aircraft comes in contact with a runway at the Airport and without coming to a stop thereafter resumes flight by leaving the ground from the same runway and in the same direction;

(d) any landing of aircraft operated by the United States Government or the Illinois National Guard if and to the extent the lease entered into between City and the United States Government, dated May 16, 1958, relating to the Airport shall remain in effect and under the terms and conditions thereof, such landing is to be without charge, or if and to the extent that under the terms and conditions of assurances pursuant to the Federal Airport Act, or any other prior or future Acts of Congress or of the General Assembly of the State of Illinois that may provide for Grants in Aid of airport development, such landing is to be without charge; or

(e) any landing at the Airport of helicopter aircraft operated in local service between the Airport and any point within radius of fifty (50) miles from the Airport.

Section 2.02. Flight Fee rate after December 31, 1958 and while any Approved Revenue Bonds are outstanding. During the fiscal year commencing January 1, 1959 and during each fiscal year thereafter, but only as long as any Approved Revenue Bonds are outstanding, the Flight Fee payable in connection with each fee landing at the Airport of any aircraft operated by Airline shall be such amount (computed to the nearest 1/10th of a cent) per each one thousand pounds (1,000 lbs.) of the approved maximum landing weight of such aircraft as equals the quotient obtained by dividing (a) the Flight Fee Revenue Requirements for the fiscal year in which such fee landing occurs by (b) the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties and landed in fee landings at the Airport during such year, both as estimated by the Airport Consultant. So long as any Approved Revenue Bonds are outstanding, the Airport Consultant shall, prior to January 1 and July 1 of each year, commencing January 1, 1959, furnish an estimate of Flight Fee Revenue Requirements for such year and of the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties to be landed in fee landings at the Airport during such year and during the six-month periods commencing each January 1, or July 1, respectively, and shall recommend, based on such estimate, the Flight Fee rate for fee landings at the Airport during each such six-month period of aircraft operated by Airline Parties. The Airport Consultant in making any estimate of Flight Fee Revenue Requirements for any fiscal year at any time after the Budget referred to in the Revenue Bond Ordinance, for such fiscal year shall have been adopted, shall use budgeted amounts wherever applicable, and insofar as such estimate involves any deferred income properly allocable to such year on account of the results of the next preceding fiscal year, any such estimate made after the filing of the audited statement, referred to in Section 6.08 of the Revenue Bond Ordinance, for such next preceding year shall take into account the amount shown as such deferred income in such audited statement. The Flight Fee rate for such fee landings shall be established (including, if required, any revision thereof as of July 1 of any year) according to such recommendation of the Airport Consultant.

Notwithstanding the foregoing provisions of this Section 2.02, in the event the effective date of this Agreement shall be subsequent to January 1, 1959, then the Flight Fee rate in effect immediately prior thereto shall continue in effect until a revised rate is established in accordance with the provisions of this Section 2.02. Promptly after such effective date, the Airport Consultant shall recommend whether or not a revised Flight Fee rate should be established for fee landings at the Airport for the period commencing as early as practicable following such effective date and ending on the next succeeding June 30 or December 31, as the case may be, and if such a revised rate is recommended, the date on which it should be placed in effect. Such recommendation shall be based on an estimate of the same character as that referred to in the preceding paragraph, which estimate, however, shall take into account the estimated expenses, and the estimated Revenues to be produced from the Flight Fee rate in effect during the period prior to the date on which any revised Flight Fee rate is recommended to be placed in effect. A Flight Fee rate shall be established in accordance with any such recommendation of the Airport Consultant.

Section 2.03. Deficiency in Flight Fees while any Approved Revenue Bonds are outstanding. In the event that in any fiscal year, beginning with the fiscal year commencing January 1, 1959, in which any Approved Revenue Bonds are outstanding, the Revenues under the Revenue Bond Ordinance for such fiscal year (excluding, however, any Flight Fee Deficiency for such fiscal year) shall be less than the amount of Airport Expense for such fiscal year (such deficiency being herein referred to as the "Flight Fee deficiency"), then Airline shall pay to City the Airline's pro rata share of the Flight Fee deficiency for such year. Airline's pro rata share of a Flight Fee deficiency for any fiscal year shall be such amount as bears the same proportion to the amount of such deficiency as the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by Airline and landed in fee landings at the Airport during such year bears to the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties and landed in fee landings at the Airport during such year. The City Comptroller shall, promptly, but not later than January 15, after the end of each such fiscal year, furnish to Airline or estimate of the Revenues under the Revenue Bond Ordinance and Airport Expense for such year, including an estimate as to whether or not any Flight Fee deficiency exists for such year, and Airline shall pay its pro rata share of any Flight Fee deficiency for such year shown by such estimate. In the event the Flight Fee deficiency for any fiscal year shown in the audited statement, referred to in Section 6.08 of the Revenue Bond Ordinance, for such year, shall exceed the Flight Fee deficiency for such year shown in the above-mentioned estimate of the City Comptroller for such year, then Airline shall pay its pro rata share of such excess, and in the event such audited statement for any fiscal year shall show a Flight Fee deficiency for such year, but no Flight Fee deficiency for such year shall have been shown in the above-mentioned estimate to the City Comptroller for such year, then Airline shall pay its pro rata share of the Flight Fee deficiency shown in such audited statement.

Section 2.04. Flight Fee rate after effective date of Agreement and when no Approved Revenue Bonds are outstanding. At any time after the effective date of this Agreement when no Approved Revenue Bonds are outstanding, the Flight Fee payable in connection with each fee landing at the Airport of an aircraft operated by Airline during each twelve-month period (or portion thereof during which no Approved Revenue Bonds are outstanding) commencing July 1 shall be such amount (computed to the nearest 1/10th of a cent) per each one thousand pounds (1,000 lbs.) of the approved maximum landing weight of such aircraft, as equals the quotient obtained by dividing (a) the Adjusted Net Airport Expense for the Fiscal year next preceding the commencement of such twelve-month period by (b) the number of thousands of pounds of the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties and landed in fee landings at the Airport during such preceding fiscal year.

Section 2.05. Minimum Flight Fee. Notwithstanding the foregoing provisions, the Flight Fee payable in connection with each fee landing at the Airport of an aircraft operated by the Airline shall at no time be less than a minimum of Six Cents (\$0.06) per each one thousand pounds (1,000 lbs.) of the approved maximum landing weight of such aircraft.

Section 2.06. Definitions. Article XV hereof defines various terms used in this Article II.

ARTICLE III

Aircraft Parking fees

In the event Airline shall park its passenger aircraft in any public passenger ramp area at the Airport for a period of more than forty-five (45) minutes, then at the discretion of City, removal of such aircraft may be directed by it and if upon the lapse of a fifteen (15) minute period after such direction, Airline shall fail to so remove its aircraft, it shall pay to City a fee of Five Dollars (\$5.00) for each thirty (30) minutes or fraction thereof that such aircraft remains in such public passenger ramp area after such fifteen (15) minute period. In the event Airline shall park its cargo aircraft in any public cargo ramp area for a period of one hundred twenty (120) minutes, then at the discretion of City, removal of such aircraft may be directed by it and if upon the lapse of fifteen (15) minute period after such direction, Airline shall fail to so remove such aircraft, it shall pay City a fee of Five Dollars (\$5.00) for each thirty (30) minutes or fraction thereof that such aircraft remains in such public cargo ramp area such fifteen (15) minute period.

City may charge Airline fees of not more than Ten Dollars (\$10.00) for each twenty-four hours or fraction thereof in excess of a free period of twenty-four (24) hours for the parking of its aircraft in public aircraft parking areas.

ARTICLE IV

Payment of Fees.

City shall, within fifteen (15) days following the end calendar month, furnish to Airline a statement setting forth the amount of any Flight Fees and Aircraft Parking Fees payable by Airline hereunder for such month. The amount of any flight Fees and Aircraft Parking Fees payable by Airline hereunder for any calendar month shall be due and payable by it on the last day of the next succeeding calendar month. City shall, as promptly as practicable, furnish to Airline a Statement setting forth any amount payable by Airline pursuant to Section 2.03 hereof as Airline's pro rata share of any Flight Fee deficiency and such amount payable by Airline shall be due and payable by it within twenty (20) days after such statement is mailed or otherwise delivered by City.

All amounts payable by Airline hereunder shall be paid to City at the office of the City Comptroller of City and any amount payable by Airline hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

The payment by Airline to City of any amount thereunder and the acceptance thereof by City, shall not preclude either Airline or City from questioning, within a period of eighteen (18) months from the date of such payment by Airline, the accuracy of any statement on the basis of which such payment was made, or preclude by Airline hereunder, or preclude Airline from making, with such period, any claim against City for credit for any excess amount paid by Airline hereunder.

Under the Lease of Terminal Facilities contemporaneously entered into between City and Airline, City has leased to Airline certain passenger ramp areas at the Airport and Airline has agreed to pay certain rentals therefor. It is recognized that rental payable by Airline to City for such areas is the equivalent of commitment of payment by Airline of minimum amount of Flight Fees under this Agreement, as provided in Section 4.02 of such Lease of Terminal Facilities. Accordingly, notwithstanding any other provision of this Agreement, any amount payable by Airline to City, pursuant to Section 4.02 of such Lease of Terminal Facilities, as rental for any calendar month for passenger ramp areas at the Airport leased to Airline shall be applied against the amount of Flight Fees otherwise payable by Airline to City hereunder for fee landings at the Airport of aircraft operated by Airline during the same calendar month or during any subsequent calendar month in the same fiscal year, and any amount of such rental so applied shall, to the extent so applied, be deemed the payment by Airline to City of a like amount of Flight Fees hereunder.

At the end of each fiscal year, and prior to the computation of any Flight Fee deficiency for such fiscal year as provided by Section 2.03 hereof, to the extent that the sum of

- (a) Flight Fees payable by Airline for fee landings at the Airport during such fiscal year which rentals for such passenger ramp areas have not been applied and
- (b) Rental payable by Airline for such fiscal year for such passenger ramp areas, exceed the higher of total Flight Fees payable by Airline for fee landings at the Airport during such fiscal year, to the total rentals payable by Airline for such fiscal year for such passenger ramp areas, then the excess shall be available to Airline for application by it against any amount payable by Airline to City under this Agreement during the following fiscal year.

ARTICLE V

Term of Agreement

Section 5.02. Term. The term of this Agreement shall be for a period commencing on the ____ day of ____ and termination of December 31, 1998.

Section 5.02. Covenant to use Airport. Airline covenants and agrees with City that subject to such orders, rules and regulations as may be promulgated from time to time by the Federal Government or any agency thereof, it will during each fiscal year any Approved Revenue Bonds are outstanding, use the Airport and provide for fee landings its aircraft at the Airport; provided, however, that if Airline does not now have terminal building space at the Airport, the above covenant shall be applicable to Airline from and after such time as adequate terminal building space (or adequate cargo building space, if Airline is not certificated as scheduled passenger carrier) is made available to it at the Airport.

ARTICLE VI

Construction, Maintenance and Repair Airline

Section 6.01. Construction, maintenance and repair by Airline. Airline may either alone, or jointly with any one or more other Airline Parties, construct or install such communication, meteorological and aerial navigation equipment as may be reasonably necessary or convenient to the conduct by Airline of air transportation, and such conduits, pits, covered trenches, ducts and other facilities, as may be reasonable necessary or convenient for power, light and communication purposes or for use in connection with the handling and servicing of aircraft, all as may be approved by the Commissioner of Aviation.

All such construction or installation by Airline shall be made in accordance with applicable laws and ordinances and after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Public Works prior to the commencement of construction or installation. Any structures, facilities and additions so constructed or installed by Airline shall be kept and maintained by it in good condition and repair. No restrictions, however, shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such structures, facilities or additions.

Section 6.02. Performance by City upon failure of Airline to maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VI to be performed by Airline, City may do all things necessary to perform such obligation, charging the cost and expense thereof to Airline, and Airline agrees to pay City all such costs and expense in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of said performance.

ARTICLE VII

Maintenance and Operation By City

Section 7.01. Maintenance and operation of Airport. City shall operate, maintain and keep in good repair the areas and facilities described in Article I hereof, excepting any structures or facilities constructed or installed by Airline pursuant to Article VI hereof. City shall keep the Airport free from obstruction, including the removal of snow, vegetation, stones and other foreign matter, as reasonably may be done, from landing, takeoff, public ramp, and public parking areas.

City shall operate and maintain the Airport in all respects in a manner consistent with that of a reasonably prudent operator of an airport and in accordance with standards and ratings for airports of similar size and character issued by the Civil Aeronautics Administration and with the rules and regulations of the Civil Aeronautics Administration and any other governmental agency having jurisdiction thereof. City shall operate the Airport in a manner so as to produce, subject to the provisions of this Agreement, revenues from the Airport of a nature and amount which would be produced by a reasonably prudent operator of an airport.

In the event any operator selected by City for the purpose of providing transportation service to and from the Airport of passengers and their baggage shall not furnish such transportation in a satisfactory and efficient manner, City shall, upon request of the Airlines Representative, use its best efforts to correct such situation, including, if required, the selection of another operator if City has authority to do so under the term of the applicable concession agreement, to the end that such transportation service is performed in a satisfactory and efficient manner.

City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type using facilities similar to those at the Airport.

City shall maintain order at the Airport.

Section 7.02. Enjoyment of Rights and Privileges. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the enjoyment of the rights and privileges granted to it hereunder, subject to the provisions hereof.

Section 7.03. Performance by Airline upon failure of City to maintain and operate. In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required by this Article VII be performed by City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City and bill City for the cost to Airline of such performance, but Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport unless at the time there are no Approved Revenue Bonds outstanding; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City at any time after the giving of such notice and bill City for its cost of such performance, but Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport unless at the time there are no Approved Revenue Bonds outstanding. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation or otherwise by it of the Airport or any facilities now or hereafter connected therewith.

ARTICLE VIII

Rules and Regulations

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport or any part thereof, nor inconsistent with safety nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Civil Aeronautics Administration or any other governmental authority having jurisdiction over flight operations at the Airport.

City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

City, however shall have no control over the rates, fare, or charges that Airline may prescribe in connection with its conduct of air transportation business.

ARTICLE IX

Exercise by City of Governmental Functions

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE X

Indemnity and Insurance

Airline agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors, except when caused by City's sole negligence or by the joint negligence of City and any person other than Airline, its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests.

Any final judgment rendered against City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring Airline and City against all liabilities for accidents arising out of or in connection with Airline's use and occupancy of and operations at the Airport, except when caused by City's negligence along or jointly with any person other than Airline, its agents, contractors and subcontractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence, to wit:

Aircraft Public Liability Insurance	\$100,000 per person \$1,000,000 per accident
Aircraft Property Damage Insurance	\$200,000 per accident
Comprehensive Public Liability Insurance	\$100,000 per person \$250,000 per accident
Comprehensive Property Damage Insurance	\$100,000 per accident

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

ARTICLE XI

Books, Records and Reports

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate, in accordance with generally accepted sound accounting practices and principles, for the purpose of determining all capital expenditures, expenses and revenues properly allocable to the Airport for each fiscal year. All items affecting the computation of the Flight Fee or any Flight Fee deficiency payable by Airline for any period, and the aggregate approved maximum landing weight of all aircraft operated by all Airline Parties and landed in fee landings at the Airport, shall be recorded and reflected by City, in accordance with general accepted sound accounting practices and principles, in such books, records and accounts.

City shall furnish to Airline, with four (4) months after the close of each fiscal year, beginning with the year 1958, a copy of an annual audit report, prepared in accordance with generally accepted sound accounting practices and principles and certified by a firm of independent certified public accountants of recognized standing, covering the operation by City of the Airport for such year. Such annual audit report shall contain, among other things, a statement of the aggregate approved maximum landing weight of all aircraft operated by each Airline Party, shown separately by name and by all Airline Parties in the aggregate, which were landed in fee landings at the Airport during such year; it shall also disclose the amount of the Flight Fee deficiency (if any) payable by each Airline Party and the basis of computation thereof; also, in respect of any year in which no Approved Revenue Bonds are outstanding; it shall contain a separate statement of the items affecting computation of the Flight Fee.

City shall advise the Airline Representative, as early as practicable, of any capital expenditures (other than those included in the plans and specifications on file in the office of the City Clerk and approved by the Revenue Bond Ordinance) proposed to be made by City at or adjacent to the Airport, which involve an estimated cost to City of more than Fifty Thousand Dollars (\$50,000). City shall furnish to such Representative, and any persons designated by him, all relevant information concerning such proposed capital expenditures, and City shall give due consideration to any suggestions made by such Representative, or any persons designated by him, with respect to such proposed capital expenditures and the cost, character and desirability thereof.

At least twenty (20) days before any concession arrangement is entered into between City and any concessionaire with respect to the use of any space and facilities at the Airport, City shall advise the Airlines Representative of the proposed concession arrangement and furnish to such Representative, and any persons designated by him all relevant information concerning such proposed concession arrangement. The Commissioner of Aviation shall give due consideration to any suggestions made by such Representative, or any persons designated by him, with respect to such proposed concession arrangement.

City agrees that it will not, during the term of this Agreement, either lease or otherwise permit the use of any space, area or facility in any terminal building or otherwise upon the Airport, by way of a concession or otherwise, to any individual, partnership or corporation engaged in business as a travel agent or travel bureau for the purpose of selling, furnishing or delivering tickets available from any Airline Party for transportation by air.

City shall, prior to any appointment by it after the date hereof of an Airport Consultant or Consulting Engineer, consult with the Airlines Representative concerning such appointment and will give due consideration to any suggestions made by such Representative concerning such appointment.

Airline shall maintain at its office in Chicago, Illinois or at the Airport, books, records and accounts in connection with or having a bearing upon the determination of any Flight Fee payable by it, or if such books, records and accounts are not maintained at such office, it shall promptly furnish the Commissioner of Aviation and the City Comptroller with all information reasonably requested by them with respect to such books, records, and accounts. The Commissioner of Aviation and the City Comptroller, and such persons as may be designated by them, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from such books, records and accounts. The Airlines Representative, and such persons as may be designated by him, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from, the books, records and accounts of City in connection with or having any bearing upon the determination of any Flight Fee payable by Airline Parties or any Flight Fee deficiency payable by any of them pursuant to Section 2.03 hereof.

ARTICLE XII

Termination by City

City may terminate this Agreement by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The filing by Airline of voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the amount due and to become due, under the terms of this Agreement, shall be accelerated and become due and payable.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver of City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

ARTICLE XIII

Termination by Airline

After but only after the payment and retirement of all Approved Revenue Bonds, Airline may terminate this Agreement and any or all of its obligations hereunder at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The failure or refusal of the Civil Aeronautics Administration to approve all weather operations into and from the Airport of aircraft of any type operated by Airline in scheduled air transportation using facilities similar to those at the Airport and continuance thereof for a period of at least sixty (60) days.

(b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(c) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Civil Aeronautics Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any default of Airline.

(d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

Upon the exercise of this right of termination, all agreements and leases entered into between Airline and City relating to this Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any such terms, covenants and conditions.

ARTICLE XIV

Right to Airline to Remove Property

Airline shall be entitled during the term of this Agreement and for a reasonable time after its termination, not to exceed forty-five (45) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Agreement, subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal.

ARTICLE XV

Definitions

The following terms, when used in this Agreement, shall have the following meanings:

Section 15.01. Revenue Bond Ordinance. "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds", adopted the ____ day of _____, 1958.

Section 15.02. Approved Revenue Bonds. "Approved Revenue Bonds" shall mean (a) the principal amount of Bonds to be issued pursuant to the provisions of Section 2.02 of the Revenue Bond Ordinance, (b) any additional Bonds which may be issued pursuant to the provisions of Section 2.15 of the Revenue Bond Ordinance to pay the cost of completing improvements as referred to therein, and (c) any additional Bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions referred to therein, if and only if the terms and provisions of such additional Bonds issued under said Section 2.16 and of the Supplemental Ordinance or Ordinances of City authorizing their issue shall have been approved by the Airlines Representatives.

Section 15.03. Airport Consultant. "Airport Consultant" shall mean the Airport Consultant acting as such under the Revenue Bond Ordinance.

Section 15.04. Consulting Engineer. "Consulting Engineer" shall mean the Consulting Engineer acting as such under the Revenue Bond Ordinance.

Section 15.05. Fiscal Year. "Fiscal Year" means the fiscal year of City commencing January 1 and ending December 31.

Section 15.06. Approved Maximum Landing Weight. The "Approved Maximum Landing Weight" of an aircraft shall mean the maximum landing weight approved by the Civil Aeronautics Administration for landing such aircraft at the Airport.

Section 15.07. Definitions of Airport Expense and Flight Fee Revenue Requirements applicable when any Approved Revenue Bonds are outstanding.

(1) Airport Expense. The "Airport Expense" for any fiscal year during which any Approved Revenue Bonds are outstanding shall mean the following expenses (without duplication of items) properly allocable to such fiscal year in connection with the Airport, and only the Airport, all as determined in accordance with generally accepted sound accounting practices and principles, subject to the specific requirements hereinafter set forth:

(a) Operation and Maintenance Expense for such fiscal year as defined in the Revenue Bond Ordinance;

(b) Depreciation on depreciable assets, and amortization in respect of engineering costs deferred, now or hereafter acquired with funds of City (other than Governmental Grants in Aid, proceeds derived from the sale of Approved Revenue Bonds or amounts charged to operation and maintenance expenses or the Reserve Maintenance Account under the Revenue Bond Ordinance) to the extent of the City's investment therein; such depreciation shall be taken on a straight line basis, at a rate designed to amortize the City investment in such depreciable assets over their estimated useful life;

(c) Interest on funds of City (other than Government Grants in Aid, proceeds derived from the sale of Approved Revenue Bonds, or amounts charged to operation and maintenance expenses of the Reserve Maintenance Account under the Revenue Bond Ordinance) now or hereafter invested in whole or in part in capital expenditures, including engineering fees, acquisition of land and costs of removal of railroads, relocation of highways, land clearance and construction work, which interest shall be computed as follows:

(i) interest allocable to any fiscal year on such funds invested in non-depreciable assets shall be computed on the City's average investment in such assets;

(ii) interest allocable to any fiscal year on such funds invested in depreciable assets shall be computed on the depreciated City investment in such assets at the beginning of such fiscal year;

(iii) interest on such funds actually borrowed by City for airport purposes shall be computed at the effective rate payable under such borrowing to the extent such borrowing remains outstanding; and

(iv) interest on other funds of City shall be computed at the weighted average effective rate payable by City on its general obligation bonds outstanding on January 2nd of such fiscal year;

(d) the sum to be deposited in such fiscal year in the Reserve Maintenance Account provided for in Section 5.03 (2) Fourth of the Revenue Bond Ordinance with respect to Approved Revenue Bonds;

(e) beginning with the fiscal year commencing January 1, 1962 and each fiscal year thereafter, a sum equal to one and twenty-five hundredths (1.25) times the sum of the Principal and Interest Requirements (as Principal and Interest Requirements are defined in Section 2.16 of the Revenue Bond Ordinance) for each such fiscal year of all Approved Revenue Bonds outstanding at the beginning of such fiscal year; provided, however, that if, at the beginning of any fiscal year, the total amount of all Approved Revenue bonds outstanding requires for retirement thereof a sum which is less than one and twenty-five hundredths (1.25) times the sum of Principal and Interest Requirements for such fiscal year (as Principal and Interest Requirements are defined in Section 2.16 of the Revenue Bond Ordinance), then in that event the sum to be included in Airport Expense pursuant to this subparagraph (e) shall not exceed a sum equal to one and twenty-five hundredths (1.25) times the Principal and Interest Requirements to effect payment on the next succeeding January 1, or July 1, as the case may be, of all Approved Revenue Bonds outstanding at the beginning of such fiscal year; and

(f) premiums paid on July 1 of such fiscal year and January 1 of the succeeding fiscal year on the redemption of Approved Revenue Bonds and premiums paid on such Bonds purchased during such fiscal year in the open market or by tender.

City investments in respect of any assets shall not be increased by reason of the receipt or use by City of any proceeds of insurance on account of damage to or destruction of any property.

(2) Flight Fee Revenue Requirements. The "Flight Fee Revenue Requirements" for any fiscal year during which any Approved Revenue Bonds are outstanding shall mean the excess of Airport Expense for such year over the Revenues (exclusive of all Flight Fees payable for such fiscal year by Airline Parties by reason of fee landings or by application of rentals for passenger ramp areas leased to any Airline Parties as payment on account thereof) for such fiscal year under the Revenue Bond Ordinance. Such Revenues shall include, without limitation, any amount of deferred income allocable to such year by reason of the provisions of Section 5.03(2) Sixth of the Revenue Bond Ordinance.

Section 15.08. Definition of Airport Expense, Net Airport Expense and Adjusted Net Airport Expense when no Approved Revenue Bonds are outstanding.

(1) Airport Expense. The "Airport Expense" for any fiscal year during which no Approved Revenue Bonds are outstanding shall mean all expenses incurred by City in the operation and maintenance of the Airport, and only the Airport, which are properly allocable to such year, all as determined in accordance with generally accepted sound accounting practices and principals, subject to the specific requirements hereinafter set forth. Such expenses include, without limitations, expenses incurred by City for the following items (without duplication of items) in connection with the Airport and properly allocable as aforesaid:

- (a) direct labor and salaries, including fringe benefits such as provisions for holiday and vacation pay, workmen's compensation, pension benefits, hospital insurance and such other benefits as are or may be included therein from time to time;
- (b) services by contract;
- (c) services by independent accountants, auditors, consultants and engineers;
- (d) credit and casualty losses;

- (e) security and fire protection at the Airport;
- (f) materials, supplies and equipment expenses;
- (g) utilities;
- (h) insurance, including, without limitation, property damage and fire insurance on the terminal buildings, fire stations, control tower, central heating plant, public liability insurance, burglary insurance and bonds of employees;
- (i) administrative expenses of City directly related to and incurred for the maintenance, operation and management of the Airport;
- (j) depreciation on depreciable assets, and amortization in respect of engineering costs deferred, now or hereafter acquired with funds of City (other than Government Grants in Aid, proceeds derived from the sale of Approved Revenue Bonds, or amounts charged to operation and maintenance expenses or the Reserve Maintenance Account under the Revenue Bond Ordinance, and funds from the Improvement Account referred to in Section 16.04 hereof or the Deferred Maintenance Account referred to in Section 16.05 hereof) to the extent of the City's investment therein; such depreciation shall be computed as follows:
 - (i) depreciation shall be taken on a straight line basis, at a rate designed to amortize the City investments in such depreciable assets over their estimated useful life;
 - (ii) expenditures for periodic maintenance having a useful life of more than one year shall be considered to be capital expenditures for depreciable assets, unless such expenditures are relatively minor in amount; and
- (k) interest on funds of City (other than Government Grants in Aid, proceeds derived from the sale of Approved Revenue Bonds, amounts charged to operation and maintenance expenses or the Reserve Maintenance Account under the Revenue Bond Ordinance and funds from the Improvement Account referred to in Section 16.04 hereof or the Deferred Maintenance Account referred to in Section 16.05 hereof) now or hereafter invested in whole or in part in capital expenditures, including engineering fees, acquisition of land and costs of removal of railroads, relocation of highways, land clearance and construction work, which interest shall be computed as follows:
 - (i) interest allocable to any fiscal year on such funds invested in nondepreciable assets shall be computed on the City's average investment in such assets;
 - (ii) interest allocable to any fiscal year on such funds invested in depreciable assets shall be computed on the depreciated City investment in such assets at the beginning of such fiscal year;
 - (iii) interest on such funds actually borrowed by City for airport purposes shall be computed at the effective rate payable under such borrowing to the extent such borrowing remains outstanding;
 - (iv) interest on other funds of City shall be computed at the weighted average effective rate payable by City on its general obligation bonds outstanding on January 2nd of such fiscal year; and
- (l) The sum to be deposited in such fiscal year in the Deferred Maintenance Account referred to in Section 16.05 hereof which shall be the lesser of (1) Six Hundred Thousand Dollars (\$600,000), or (2) the sum which will cause the accumulated balance to the credit of such Account at the end of such fiscal year to equal Two Million Five Hundred Thousand Dollars (\$2,500,000); provided, however, no amount shall be included pursuant to the provisions of this subparagraph (1) in Airport Expense for the fiscal year commencing January 1, 1998.

"Airport Expense" shall not include in any such year any expense or expenditures (or any related interest or depreciation), which is of a nature or amount which would not have been incurred by a reasonably prudent operator of an airport. City investment in respect of any assets shall not be increased by reason of the receipt or use by City of any proceeds of insurance on account of damage to or destruction of any property.

(2) Net Airport Expense. The "Net Airport Expense" for any fiscal year during which, no Approved Revenue Bonds are outstanding shall mean the Airport Expense for such year, minus the aggregate of all revenues of City (other than Flight Fees payable for such year by Airline Parties) and other credits properly allocable to such year and to the Airport, all as determined in accordance with generally accepted sound accounting practices and principals, subject to the specific requirements hereinafter set forth. Such revenues and credits allocable to any year include, without limitation, the following (without duplication of items):

- (a) fees in connection with each fee landing at the Airport during such year, computed at the Flight Fee rate then currently in effect under this Agreement, of aircraft other than aircraft operated by any Airline Party, except that in the event a lesser rate shall have been established by City in accordance with Section 17.01 hereof for non-commercial private aircraft, such fees shall be computed at such lesser rate as to such aircraft;
- (b) fees, in such amount as is determined by City, payable to City in connection with each landing at the Airport during such year of helicopter aircraft operated in local service between the Airport and any point within a radius of fifty (50) miles from the Airport;
- (c) lease rentals and payments for utilities for all areas included in the Airport;
- (d) all revenues from fixed base operators at the Airport;
- (e) all revenues from all other concessionaires of every character and description whatsoever, including, without limitation, automobile parking, ground transportation, insurance, restaurant, food, beverages, newsstand and merchandise concessionaires; and
- (f) all other revenues (other than Flight Fee payable for such year by Airline Parties) from the Airport.

(3) Adjusted Net Airport Expense. The "Adjusted Net Airport Expense" for any fiscal year during which no Approved Revenue Bonds are outstanding shall mean the Net Airport Expense for such year,

- (a) plus any excess of (i) the aggregate of Net Airport Expense for such fiscal year and for all prior fiscal years after the date of this Agreement in which no Approved Revenue Bonds were outstanding (and in case of the retirement of all Approved Revenue Bonds on January 1 of any year, then also including the next preceding fiscal year) plus any sums deposited for such fiscal years in the Improvement Account pursuant to the provisions of Section 16.04 over (ii) the aggregate Flight Fees payable in connection with all fee landings at the Airport during such years of all aircraft operated by all Airline Parties at the time involves, or
- (b) minus any excess of (i) the aggregate Flight Fees payable in connection with all such fee landings at the Airport during such year and all prior fiscal years after the date of this Agreement during which no Approved Revenue Bonds were outstanding (and in case of the retirement of all Approved Revenue Bonds on January 1 of any year, then also including the next preceding fiscal year) over (ii) the aggregate of Net Airport Expense for such years plus any sums deposited for such fiscal years in the Improvement Account pursuant to the provisions of Section 16.04 hereof.

Anything herein to the contrary notwithstanding in the event that the Flight Fee hereunder for any twelve-month period (or for any portion of a twelve-month period) commencing July 1 during which no Approved Revenue Bonds are outstanding is based upon the Adjusted Net Airport Expense for a preceding fiscal year during which Approved Revenue Bonds were outstanding, the Airport Expense, Net Airport Expense and Adjusted Net Airport Expense for such preceding fiscal year shall be computed in the manner herein provided for a fiscal year during which no Approved Revenue Bonds are outstanding with, however, appropriate adjustments, in accordance with generally accepted sound accounting practices and principals, to Net Airport Expense and Adjusted Net Airport Expense to reflect any changes in revenues which will occur by reason of retirement of all Approved Revenue Bonds and to Adjusted Net Airport Expense to reflect any surplus or deficiency resulting from the operations of the Airport and not applied to the retirement of Approved Revenue Bonds.

Section 15.09. Government Grants in Aid. "Government Grants in Aid" shall mean funds obtained by City, otherwise than by borrowing, and property acquired by City, otherwise than by purchase, from the United States Government or any department or agency thereof, or from the State of Illinois or any department, agency or subdivision thereof other than City.

Section 15.10. Airline Parties. "Airline Parties" shall mean at any time those air carriers who then have agreements with City, substantially the same as this Agreement, except as to any difference in the length of term thereof, under which they agree to pay to City, in connection with each fee landing at the Airport of aircraft operated by them, Flight Fees on the basis and in the manner provided in this Agreement and who are either:

- (a) scheduled air carriers holding certificates of public convenience and necessity issued by the Civil Aeronautics Board,
- (b) foreign air carriers holding foreign air carriers permits issued by the Civil Aeronautics Board, or
- (c) air carriers holding certificates of convenience and necessary issued by the Illinois Commerce Commission (or any successor thereto).

Section 15.11. Majority in Interest of Airline Parties. The "Majority in Interest of Airline Parties" shall mean at any time the then Airline Parties who (a) constitute at least one-half of all then Airline Parties and (b) operated aircraft landed in fee landings at the Airport during the next preceding fiscal year having an aggregate approved maximum landing weight representing over fifty percent (50%) of the aggregate approved maximum landing weight of all aircraft, landed in fee landings at the Airport during such year, operated by all Airline Parties at the time of determination.

Section 15.12. Airline Representative. The "Airline Representative" at any time shall mean such person (and such alternates, in such order) then designated by a Majority in Interest of Airline Parties by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of Airline Parties by notice to the Commissioner of Aviation.

Section 15.13. Commissioner of Public Works. The "Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this Agreement the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 15.14. Civil Aeronautics Administration, Civil Aeronautics Board. The "Civil Aeronautics Administration" and the "Civil Aeronautics Board" shall each include any successor thereto.

Section 15.15. Commissioner of Aviation. The "Commissioner of Aviation" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this Agreement the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

ARTICLE XVI

Special Provisions

Section 16.01. Emergency Reserve Account. All moneys remaining in the Emergency Reserve Account created by the Revenue Bond Ordinance after the payment of all Bonds issued under the Revenue Bond Ordinance shall be paid to City to be deposited in its corporate fund.

Section 16.02. Cancellation of Prior Airport Use Agreement. The existing Airport Use Agreement, dated the 28th day of October, 1955, is hereby cancelled and terminated, without, however, affecting any accrued rights or obligations thereunder.

Section 16.03. Effective Date of Agreement. An executed copy of this Agreement will be deposited in escrow with The First National Bank of Chicago, as Escrowee, pursuant to an Escrow Agreement between, among other, City, Airline and such Escrowee. This Agreement shall become effective only when if delivered uncanceled to City pursuant to the provisions of such Escrow Agreement.

Section 16.04. Improvement Account. If at any time during any fiscal year when a minimum Flight Fee is in effect in connection with fee landings at the Airport of aircraft operated by Airline Parties at the time involved, no Bonds issued under the Revenue Bond Ordinance or any ordinance supplemental thereto shall be outstanding, then City shall set aside in a special account referred to as the "Improvement Account" any excess of the aggregate of such minimum Flight Fee over the aggregate amount of Flight Fees which would have been payable by Airline Parties if no minimum Flight Fee were in effect.

Moneys set aside in the Improvement Account during the term of this Agreement shall be deposited by City in trust with a Depositary to be used, not only during the term of this Agreement but also thereafter, solely for the purpose of making capital expenditures at the Airport approved, as evidenced, by his certificate, by an engineer, selected by City, having the qualifications provided in the Revenue Bond Ordinance for the Consulting Engineer thereunder. All moneys paid into the Improvement Account shall be disbursed by warrants on the City Treasurer signed by the Mayor and countersigned by the City Comptroller and accompanied by a statement of the Commissioner of Public Works, and also of such engineer, that each item covered thereby is a proper charge in a reasonable amount against the Improvement Account. The Depositary shall be a banking association or trust company, having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000), selected by City.

Section 16.05. Deferred Maintenance Account. Funds shall be transferred to City upon retirement of all Bonds issued under the Revenue Bond Ordinance or any ordinance supplemental thereto, from the Reserve Maintenance Account provided for by Section 5.03. (2) Fourth of the Revenue Bond Ordinance to a special account herein referred to as the "Deferred Maintenance Account." Any amount included for any fiscal year during which no Approved Revenue Bonds are outstanding in Airport Expense, pursuant to paragraph (1) of Section 15.08 (1) hereof, shall be set aside by City in the Deferred Maintenance Account.

Money set aside in the Deferred Maintenance Account during the term of this Agreement shall be deposited by City in trust with a Depositary (a) to be used, during the period ending thirty-nine (39) years from the date set forth on the first line of this Agreement, for the purpose of making repairs, renewals, replacements of the terminal buildings, landing areas, aprons and related facilities, equipment or otherwise at the Airport approved, as evidenced by this certificate by an engineer selected by City, having the qualifications provided in the Revenue Bond Ordinance for the Consulting Engineer thereunder and (b) to the extent any moneys remaining on deposit in such Account at the end of such thirty-nine (39) year period, to be returned to City free of any trust. The Depositary shall be a banking association or trust company having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000), selected by City. All moneys paid into the Deferred Maintenance Account and disbursed during such thirty-nine (39) year period shall be disbursed by warrants on the City Treasurer, signed by the Mayor and countersigned by the City Comptroller and accompanied by a statement from the Commissioner of Public Works, and also of such engineer that each item covered thereby is a proper charge in a reasonable amount against the Deferred Maintenance Account.

Notwithstanding any provision to the contrary contained in any lease between City and Airline, each Airline Party which at the end of such thirty-nine (39) year period is a lessee of any space or premises at the Airport under any lease from City then in effect, shall be entitled to apply against any rental, payable by such Airline Party to City under such lease during the next following twelve (12) month period, its proportionate share of any amount to be returned to City from the Deferred Maintenance Account as above provided. Such proportionate share of any such Airline Party shall be that portion of the aggregate amount to be returned to City as aforesaid which bears the same ratio to such aggregate amount as the total rentals payable by such Airline Party during such twelve (12) month period under such leases between it and City bear to the aggregate rentals payable by all such Airline Parties during such twelve (12) month period under such leases between them and City.

ARTICLE XVII

Miscellaneous

Section 17.01. Treatment of Others. City shall on and after January 1, 1959 charge the Flight Fee rate then currently in effect under this Agreement for each fee landing at the Airport of aircraft, no matter by whom operated, except that in this case of noncommercial private aircraft, City may establish and charge any other rate for all such aircraft, provided that said rate shall not be less than 30 (thirty cents) for each 1000 (one thousand) pounds of approved maximum landing weight of such aircraft. Subject to the foregoing, the areas and facilities described in Article I hereof shall be available, up to the capacity thereof, to any person, firm or corporation, without unjust or unreasonable discrimination, for landing and taking off by any aircraft.

City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 17.02. Consents and Approvals. Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld and shall be deemed to have been given unless within thirty (30) days after receipt of written request from Airline for such consent or approval, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall have given Airline a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Section 17.03. Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago Illinois, 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline _____, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 17.04. Separability. In the event any covenant, phrase, clause, paragraph, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Section, condition or provision herein contained.

Section 17.05. Assignment. Airline shall not assign this Agreement and its right hereunder, in whole, except with the prior consent of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate or which may succeed to the business and assets of Airline.

Section 17.06. Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 17.07. Headings. The Article and Section headings contained herein are for convenience of reference only and are intended to define, limit, or describe the scope or intent of any provision of this Agreement.

Section 17.08. Successors and Assigns. All of the covenant, stipulations and agreements herein contained shall, subject to the provisions of Section 17.05 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.09. Construction. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10. Counterparts. This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 17.11. Equal Opportunity. Tenant, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers or materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101 *et seq.*; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat. Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat. Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198 7A.

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

Non-Discrimination in the Use of the Premises by Tenant

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which services the public.

Tenant, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, 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 benefits of, or otherwise be 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 benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

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

[Signature forms omitted for printing purposes]

Ordinance

Whereas, City Council of the City of Chicago has heretofore passed an ordinance authorizing the Commissioner of Aviation on behalf of the Mayor and the City of Chicago to execute and submit to the Federal Aviation Administration Application for Federal Assistance for projects at Chicago-O'Hare International Airport; and

Whereas, said ordinance as passed further provided that the Mayor was authorized on behalf of the City of Chicago and the Department of Aviation to accept any grant offer which the Federal Aviation Administration may authorize pursuant to said Application; and

Whereas, the Federal Aviation Regulations require that the ordinance authorizing acceptance of grant offer must either set forth the terms of the said grant offer at length or have a copy of said grant offer attached hereto and incorporated therein by reference; and

Whereas, the grant offer from the Federal Aviation Administration were not received in time to be either set forth at length or attached to said ordinance prior to passage thereof; now, therefore,

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

Section 1. That the ordinance authorizing acceptance of Planning Grant Agreement for Master Planning at Chicago-O'Hare International Airport, heretofore passed by the City Council of the City of Chicago are hereby confirmed and apply to the grant offer attached hereto for project number A-17-0022-04, said grant offer being herewith incorporated by reference and made a part hereof.

Section 2. This ordinance shall be in full force and effective from and after its passage.

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

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

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances accepting bids for City-owned property.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

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

Nos. 2205-2209 S. Albany Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Hector and Gloria Rodriques, No. 3057 W. Cermak Road, Chicago, Il., 60623 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 11, 1981, pages 5390/91 described as follows:

Lot 33 in Pulaski Subdivision of the West half of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2205-2209 S. Albany Av., Permanent Tax No. 16-25-102-001).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

—
No. 3861 W. Fillmore St.

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

SECTION 1. The City of Chicago hereby accepts the bid of George L. and Kary J. Ware, No. 3859 W. Fillmore Street, Chicago, Il. 60624 to purchase for the sum of \$1,800.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed August 19, 1981, page 6906 described as follows:

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

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$180.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

**City Comptroller Authorized to Advertise for Sale
Certain City-Owned Vacant Properties
at Sundry Locations.**

The Committee on Finance submitted ten proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to authorize the City Comptroller to advertise for sale certain City-owned vacant properties at certain locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--42.

Nays--None.

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

No. 7158 S. Greenwood 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:

East 62-½ feet of Lot 23 (except North 10-½ feet) in Block 2 Cornell Subdivision of East half of the Northwest quarter, Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 7158 S. Greenwood Av., Permanent Tax No. 20-26-104-043).

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

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

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

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

—
Nos. 1606-1608 S. Halsted St.

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

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

Lots 22 and 23 in Kaylor's Subdivision, East 2 chains of the North half of the North half of the South East quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1606-1608 S. Halsted Street, Permanent Tax Nos. 17-20-406-023 and 024).

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

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

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

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

—
No. 1609 S. Halsted St.

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

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

Lot 4 in Brook's Subdivision of Lot 1 in Block 46 in Canal Trustees Subdivision of the West half and so much of the Southeast quarter as lies West of South Branch of Chicago River of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1609 S. Halsted St., Permanent Tax No. 17-21-300-003):

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

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

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

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

—
Nos. 6130-6132 S. Kenwood Av.

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

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

Lot 7 in Block 2 in C.R. Keith's Subdivision of the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, IL. (commonly known as Nos. 6130-6132 S. Kenwood Av., Permanent Tax No. 20-14-408-021).

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

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

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

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

—
Nos. 4663-4669 S. Lake Park Av.

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

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

Lot 8 and the Northwesterly half of Lot 9 in the Subdivision by Penoyer L. Sherman of Lots 5 and 6 in Lyman's Subdivision of that part lying West of the Illinois Central Railroad of Southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4663-4669 South Lake Park Av. Permanent Tax Nos. 20-02-405-054 and 055).

Subject to all open taxes.

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

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

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

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

—
No. 3724 W. LeMoyne Av.

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

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

Lot 18 in Block 4 in Beebe's Subdivision of the East half of the Northwest quarter (except 5 acres in the Northeast corner thereof), of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3724 W. LeMoyne Ave., Permanent Tax No. 16-02-105-008).

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

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

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

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

Nos. 1519-1521 N. Mohawk 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:

Lots 41 and 42 in Block 3 in Mark Skinner Subdivision of Blocks 2 and 3 and the West 33 feet of Block 1 of State Bank of Illinois Subdivision of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1519-1521 N. Mohawk Av., Permanent Tax Nos. 17-04-109-015 and 016).

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. 3541 S. Morgan St.

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

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

Lot 27 in Block 4 Gage, Hubbard and others Subdivision of the East half of the Southeast quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3541 S. Morgan St. Permanent Tax No. 17-32-405-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, 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. 1222 N. Paulina St.

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

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

Lot 45 (except the East 41 feet) in Moorman's Addition to Chicago being a subdivision of part of the East half of the Northeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1222 N. Paulina St., Permanent Tax No. 17-06-234-037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, 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. 1230 N. Paulina St.

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

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

Lot 42 (except the East 41 feet) in Moorman's Addition to Chicago in the East half of the Northeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1230 N. Paulina St., Permanent Tax No. 17-06-234-034).

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.

**Allocation of MFT Funds Authorized for Street Cleaning Maintenance
of Improved Streets, County or State Highways during Year 1981.**

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$2,000,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1981 and ending December 31, 1981.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuster, Volini, Orr, Stone--48.

Nays--None.

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

Amendatory Ordinance to Reduce MFT Funds for Maintenance Street Resurfacing-1975.

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

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

SECTION 1 That the ordinance passed by the City Council on February 28, 1975 and appearing on page 10225 of the Council Journal, allocating funds for Maintenance Street Resurfacing 1975 be amended to reduce the allocation from \$3,000,000.00 to \$2,756,246.42 so that Section 1 of said ordinance shall read as follows:

Section 1. Authority is hereby given to make repairs to pavements in various improved streets. This will be accomplished through removal of the existing surface by heating and scarifying, followed by the application of a bituminous concrete surface throughout the full width of the existing roadway. Where necessary, curb and/or combination curb and gutter will be replaced to provide proper drainage. In addition drainage structures and municipality owned utilities lying adjacent to or in path of said resurfacing and repair, will be adjusted. The total cost of the project shall be not more than \$2,756,246.42 and it shall be paid for from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago. The project shall be known as "Maintenance Street Resurfacing 1975."

SECTION 2. That the City Comptroller is hereby directed to transfer the unexpended balance of \$123,467.62 to the City's unobligated Motor Fuel Tax Fund.

SECTION 3. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Amendatory Ordinance to Reduce MFT Funds for Snow and Ice Control of Improved Streets, County and State Highways.

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

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

SECTION 1. That the ordinance passed by the City Council on July 30, 1981 and appearing on page 6767 of the Council Journal, allocating funds for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways be amended to reduce the allocation from \$3,000,000.00 to \$1,000,000.00 so that Section 1 of said ordinance shall read as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$1,000,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1981 and ending December 31, 1981.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

Allocation of MFT Funds Decreased to Close Out Maintenance of Pavements of Improved Streets and Highways-1970-Asphalt.

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

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

SECTION 1. That the ordinance listed below and passed by the City Council on the date and page indicated in Column 1, appropriating the amounts indicated in Column 2 of Motor Fuel Tax Funds, be amended to the amounts set forth in Column 4.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 3 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Date & Page Of Council Order	Amount Of Council Order	Amount To Be Transferred To Unobligated MFT Fund	Amount Of Amended Council Order
10-14-70 9238	4,900,000.00	71.91	4,437,649.53

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Allocation of MFT Funds Decreased to Close Out Maintenance of Street Lighting on other than Arterial Streets-1979.

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

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

SECTION 1. That the ordinance listed below and passed by the City Council on the date and page indicated in Column 1, appropriating the amounts indicated in Column 2 of Motor Fuel Tax Funds, be amended to the amounts set forth in Column 4.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 3 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Date and Page of Council Order	Amount Of Council Order	Amount To Be Transferred To Unobligated MFT Fund	Amount Of Amended Council Order
9-12-79 791	435,000.00	413,966.55	21,033.45

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Allocation of MFT Funds Decreased to Close Out Snow and Ice Control-1980.

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

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

SECTION 1. That the ordinance listed below and passed by the City Council on the date and page indicated in Column 1, appropriating the amounts indicated in Column 2 of Motor Fuel Tax Funds, be amended to the amounts set forth in Column 4.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 3 to the City's unobligated Motor Fuel Tax Fund.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Date and Page of Council Order	Amount Of Council Order	Amount To Be Transferred To Unobligated MFT Fund	Amount Of Amended Council Order
7-8-80 3465	\$ 6,400,000.00	\$937.46	\$ 5,113,843.65

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Allocation of MFT Funds Decreased to Close Out Maintenance of Street Lighting on Other than Arterial Streets--1977.

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

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

SECTION 1. That the ordinance listed below and passed by the City Council on the date and page indicated in Column 1, appropriating the amounts indicated in Column 2 of Motor Fuel Tax Funds, be amended to the amounts set forth in Column 4.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 3 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Date and Page of Council Order	Amount Of Council Order	Amount To Be Transferred To Unobligated MFT Fund	Amount Of Amended Council Order
6-9-71 5351	1,200,000.00	430,000.00	770,000.00

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

**Amendment to Agreement Between City and West Suburban Hospital
for Installation of Traffic Control Signals at Specified
Locations.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to amend an agreement between the City and West Suburban Hospital for installation of Traffic Control Signals at specified location, to include the Village of Oak Park as a party thereto.

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, On the 4th day of December, 1980, an ordinance was passed which executed an agreement between the City and West Suburban Hospital for installation of Traffic Control Signals at North Austin Boulevard and West Erie Street (P. 4404), and

WHEREAS, The agreement has been altered to include as a party thereto, the Village of Oak Park and to change the responsibilities of the parties; now, therefore,

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

SECTION 1. The agreement executed December 4, 1980, at page 4404 of the Journal of Proceedings be amended as follows:

Article II is amended as follows:

West Suburban agrees to assume the total cost of the installation and removal of said Traffic Control Signals and Devices. The Village and the City will each assume 50% of the cost of maintenance and electrical energy for said signals and devices, commencing with this Agreement and continuing until said signals and devices are removed.

Article V is amended as follows:

It is understood that the ownership of said signals and devices shall remain jointly and equally with City and Village.

Article VI is amended as follows:

City, by mutual agreement with Village, shall have the right to regulate the timing of said signals and devices. City agrees to review the timing of said signals and devices whenever requested by Village or West Suburban.

Article VII is amended as follows:

It is understood that City and Village shall at all times, by their mutual determination, have the right to remove said signals and devices.

Article IX is amended as follows:

It is understood and agreed that West Suburban shall have and hold harmless City and Village from any and all liabilities, claims, damages and expenses that may result at any time from installation, operation, maintenance and removal of said Traffic Control Signals and Devices.

SECTION 2. This ordinance shall be effective upon and after its passage and due publication.

**Execution of Agreement Authorized Between City and Village of Oak Park
Necessary for Sharing of Maintenance and Energy Costs for
Operation of Traffic Control Signals
at Specified Locations.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of an agreement between the City and the Village of Oak Park necessary for the sharing of maintenance and energy costs for the operation of Traffic Control Signals at specified locations on Austin Boulevard.

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Purchasing Agent be, and he is, hereby authorized and directed to execute, and the Commissioner of Streets and Sanitation, the Bureau of Street Traffic, and the Bureau of Electricity, to approve upon approval of the Corporation Counsel as to form and legality, and the Comptroller to accept and file for record, an agreement between the City of Chicago and the Village of Oak Park for the sharing of maintenance and energy costs for the maintenance and operation of traffic and pedestrian control signals to be installed at the intersection of Erie Street and Austin Boulevard; and for sharing of maintenance and energy costs of existing signals at the following intersections on Austin Boulevard: Division Street, Augusta Boulevard, Chicago Avenue, Lake Street, South Boulevard, Washington Boulevard, Madison Street and Jackson Boulevard, which agreement is in form and substance as follows:

This agreement, made this ____ day of _____ A.D., 1981, between the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as "City", and the Village of Oak Park, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as "Village".

WITNESSETH:

That for and in consideration of the operation and maintenance by the City of traffic control signals and devices to be installed at the intersection of Erie Street and Austin Boulevard, which will conform to the standard practices of traffic controls as outlined in the State of Illinois Manual of Uniform Traffic Control Devices; the Village agrees to assume one-half of the cost of electric energy and maintenance necessary to operate said signals, commencing with the date of installation hereof and continuing until said signals and devices are removed; and, also, to share in the cost of electric energy and maintenance of existing signals at the intersections on Austin Boulevard at Division Street, Augusta Boulevard, Chicago Avenue, Lake Street, South Boulevard, Washington Boulevard, Madison Street, and Jackson Boulevard; payment therefore to be made upon warrants or bills drawn upon said Village by the City. It is further understood and agreed that the cost of electric energy and maintenance necessary to operate the traffic control signals and devices shall be reviewed and adjusted every three years by the parties to this agreement.

The Department of Streets and Sanitation of the City will install traffic control signals and devices at the intersection of Erie Street and Austin Boulevard and will remove existing traffic control signals and devices from the intersection of Ohio Street and Austin Boulevard, provided that all of the installation and removal costs are borne by The West Suburban Hospital. This installation will conform to the standard practices for use of traffic control devices as outlined in the Illinois Manual on Uniform Traffic Control Devices. The estimated costs of annual maintenance and energy at the intersections on Austin Boulevard at Division Street, Augusta Boulevard, Chicago Avenue, Erie Street, Lake Street, South Boulevard, Washington Boulevard, Madison Street and Jackson Boulevard, are set forth on a separate sheet attached hereto and made a part hereof.

The ownership of the signals maintained under the provisions of this agreement shall remain in the City and Village.

It is agreed that any changes in signal timing or sequence of operation will be made with the mutual agreement of the Village and City.

It is further agreed that the City of Chicago shall have access to the signals and equipment at all times for the purpose of maintenance, repair and renewal.

It is further agreed that in the event new and improved signals and devices are available for purchase and installation, such new signals and devices may be installed by mutual agreement of the City and Village.

Upon the commencement of traffic signal operation at the intersection of Erie Street and Austin Boulevard and the termination of traffic signal operation at the intersection of Ohio Street and Austin boulevard, the estimated annual maintenance and energy costs will be as follows:

*Austin Boulevard
Traffic Control Signals--Estimated
Annual Maintenance and Energy Costs*

<i>Intersection</i>	<i>*Number of Signal Faces</i>		<i>Total Cost</i>
Division Street	16 @ \$99.27		\$1,588.32
Augusta	Boulevard	16 @ \$99.27	\$ 1,588.32
Chicago	Avenue	16 @ \$99.27	\$ 1,588.32
Erie	Street	16 @ \$99.27	\$ 1,588.32
Lake	Street	16 @ \$99.27	\$ 1,588.32
South	Boulevard	22 @ \$99.27	\$ 2,183.94
Washington	Boulevard	16 @ \$99.27	\$ 1,588.32
Madison	Street	12 @ \$99.27	\$ 1,191.24
Jackson	Boulevard	12 @ \$99.27	<u>\$ 1,191.24</u>
Grand Total			\$ 14,096.34
Village of Oak Park Share (50%)			\$ 7,048.17
City of Chicago (50%)			\$ 7,048.17

*Pedestrian Signals included

In the event any claim is made or suit filed against the Village in consequence of or as a result of any matter referring to said traffic signals, the Village hereby agrees that it shall immediately forward to the City any and all demands, notices, summonses or other process it may receive in order that the City may have notice thereof and take necessary or appropriate steps to defend or settle same.

In the event of the relocation of any of the presently existing traffic signals, or the installation of additional traffic and pedestrian control signals, or alterations thereof on Austin Boulevard, at the locations to be determined upon, whether in the present or in the future, it is agreed that all costs and expenses involved therefore shall be shared equally by the parties hereto.

In Witness Whereof all the parties hereto have caused this instrument to be executed by the proper officers of the City and Village and their corporate seals affixed hereto the day and year above written.

[Signature forms omitted for printing purposes]

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

**Approval Given to Acceptance of Agreed Settlement for
Acquisition of Property Necessary for the New 14th
District Police Station Site.**

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

Ordered. That the recommendations of the Commissioner of Public Works contained in this communication of November 18, 1981, recommending the approval of the stipulated settlement in connection with the acquisition of property for a new 14th District Police Station as hereinafter listed are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owners the amount set forth together with accrued interest and court cost, if any, when approved by the Commissioner of Public Works from Fund No. 471-6112-610.

<i>Parcel No.</i>	<i>Address</i>	<i>Amount</i>
3	Nos. 2823-2829 W. Palmer Street and Nos. 2163-2169 N. Mozart Street	\$165,000.00

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

**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 December 11, 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>
Illinois College of Podiatric Medicine, No. 1015 N. Dearborn Street	D1-116905 (Sign)	\$ 7.50
Lower North Center/Chicago Youth Centers, No. 1000 N. Sedgewick Street	D1-117974 (Sign)	8.90
Moody Memorial Church No. 1609 N. LaSalle Street	F4-124472 (Mech. Vent.)	360.00
The University of Chicago/Billings Hospital, No. 950 E. 59th Street	A1-106078 (Elev.)	161.00

On motion of Alderman Frost the foregoing substitute 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

**Authority Granted for Issuance of License Fee Exemptions
for Certain Charitable, Educational and Religious
Institutions.**

The Committee on Finance to which had been referred (December 11, 1981) sundry proposed ordinances transmitted therewith to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass the said proposed ordinances.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

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

LICENSE FEE EXEMPTIONS.

Homes.

Association Home for the Jewish Blind.

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 Association Home for the Jewish Blind, No. 3525 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided for in Section 136-4, for the year 1982.

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

Church Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Church Home No. 5445 S. Ingleside Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1982.

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

*Illinois Masonic Medical Center/
Warren N. Barr Pavilion.*

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 Illinois Masonic Medical Center/Warren N. Barr Pavilion (a nursing home), No. 86 W. Oak Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1982.

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

—
Norwegian Lutheran Bethesda Home Assn.

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 Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1982.

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

—
Norwood Park Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Norwood Park Home, No. 6016 N. Nina Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1982.

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

—
Hospitals

Bethesda Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Bethesda Hospital, No. 2451 W. Howard Street.

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

—
Sydney R. Forkosh Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Sydney R. Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue.

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

Loretto Hospital

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Loretto Hospital, No. 645 S. Central Avenue.

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

Resurrection Hospital

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Resurrection Hospital, No. 7435 W. Talcott Avenue.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: South Chicago Community Hospital, No. 2320 E. 93rd Street.

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

St. Anthony Hospital

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: St. Anthony Hospital, No. 2875 W. 19th Street.

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

*The University of Chicago/
College of Osteopathic Medicine.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: The University of Chicago/College of Osteopathic Medicine, No. 5200 S. Ellis Avenue.

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

Martha Washington Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Martha Washington Hospital, No. 4055 N. Western Avenue.

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

Louis A. Weiss Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive.

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

Woodlawn Hospital of the Evangelical Hospital Assn.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Woodlawn Hospital of the Evangelical Hospital Association, No. 6060 S. Drexel Avenue.

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

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

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

On motion of Alderman Frost 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Ricardo Abreu, 001250, Narcotics Section; injured June 10, 1981	\$ 117.00
John Amoroso, 010840, District 14; injured June 16, 1981	230.50
Consie Anderson, 011730, District 21; injured June 1, 1981	170.00
Robert Anderson, 013265, District 15; injured June 2, 1981	162.45
Mark Andrus, 014223, District 18; injured June 20, 1981	117.00
Donald Azzaro, 020485, District 19; injured June 9, 1981	80.00
Lawrence Barnes, 027900, District 19; injured June 9, 1981	206.50
Milton Battle, 033393, District 4; injured May 9, 1981	23,887.75
Joseph Benigno, 040447, Detective Division; injured June 21, 1981	224.00
Bernard Bianchi, 047198, District 24; injured May 18, 1981	100.00
John Bickler, 047587, Patrol Division; injured June 12, 1981	303.00
Robert Blecker, 054073, District 22; injured June 24, 1981	182.00
Daniel Bojar, 058072, District 6; injured June 28, 1981	119.00
Lamonte Boston, 063153, District 1; injured June 16, 1981	275.90
Charles Bowery, 064520, Recruit Training; injured June 17, 1981	107.00
John Brimer, 074175, District 20; injured June 20, 1981	92.75
Freddie Brownfield, 081585, District 8; injured June 14, 1981	30.00
Robert Buckner, 084905, District 6; injured June 10, 1981	95.70
Karen Burns, 090316, District 17; injured June 15, 1981	50.50
Edward Cagney, 097350, District 18; injured July 17, 1981	352.10
William Calabrese, 098411, District 23; injured June 21, 1981	120.50

Michael Callahan, 100038, District 4; injured June 19, 1981	97.40
Dorothy Campbell, 101340, Recruit Training; injured August 20, 1977	58.00
Dominic Capparelli, 104259, District 11; injured June 18, 1981	69.00
John Carey, 105980, District 20; injured June 4, 1981	87.50
John Carney, 108044, District 14; injured June 10, 1981	174.00
Henry Carr, 108888, District 14; injured June 6, 1981	75.00
Nicholas Cesario, 118502, District 20; injured June 5, 1981	76.50
Gilbert Cobb, 131019, District 2; injured June 11, 1981	170.00
James Crooks, 157279, District 3; injured June 14, 1981	379.00
Ralph Culver, 160565, District 19; injured June 22, 1981	50.00
Michael Cusack, 163833, District 6; injured June 20, 1981	71.40
James Darling, 170881, District 22; injured June 24, 1981	54.00
Donald Dausinas, 171569, District 12; injured June 10, 1981	98.00
Ray Davis, 173937, District 4; injured June 5, 1981	88.00
Patrick Dennis, 184655, District 15; injured April 23, 1981	86.10
John Galligan, 267023, District 20; injured June 25, 1981	5,283.60
Thomas Ginoza, 283161, District 16; injured October 17, 1980	260.00
John Girod, 283676, District 7; injured October 2, 1976	60.00
David Golubiak, 290404, District 7; injured January 1, 1981	79.00
John Marron, 503398, Youth Division; injured June 18, 1979	150.00
Joseph Marszalek, 504666, District 13; injured September 13, 1980	2,276.29
William O'Donnell, 610391, District 13; injured June 28, 1981	107.40
Robert Schumerth, 731490, District 21; injured April 30, 1981	1,483.00
Dennis Stankus, 774586, District 5; injured September 20, 1973	110.00
Anthony Trunzo, 820294, Traffic Division; injured May 13, 1975	48.00
Kenneth Wallace, 840996, District 18; injured March 23, 1981	2,866.40
Horst Zickenheiner, 891296, Helicopter-Marine; injured May 11, 1981	215.00
Wayne Carlson, 107512, District 2; injured June 15, 1981	106.00
Roberta DePass, 184845, Inspectional Services; injured June 21, 1981	156.00
David DeVogelear, 187620, District 20; injured June 20, 1981	90.00

Joseph DiLiberto, 190567, District 1; injured June 24, 1981	134.70
Frank Donato, 196650, Traffic Court Section; injured June 11, 1981	369.00
Daniel Dunmore, 211259, District 8; injured June 21, 1981	30.00
John Eierman, 220076, District 4; injured June 24, 1981	61.00
John Felker, 235508, District 9; injured June 16, 1981	66.50
James Felmon, 235581, District 9; injured June 19, 1981	91.00
Michael Frantz, 258387, Helicopter-Marine; injured June 11, 1981	60.00
Henry Freeman, 259426, District 2; injured June 4, 1981	141.00
Stanley Galeczka, 265401, District 19; injured June 6, 1981	25.00
Louis Galimore, 265630, District 11; injured June 9, 1981	114.50
Edward Gilmore, 282808, District 3; injured June 16, 1981	88.00
Fred Glass, 284758, District 14; injured June 5, 1981	89.00
Harold Gordon, 292071, District 8; injured June 11, 1981	30.00
Gregory Grant, 297416, District 24; injured June 22, 1981	136.70
Harold Graszler, 298172, District 23; injured June 17, 1981	25.00
Clifford Griffin, 303364, District 3; injured June 6, 1981	62.00
Edward Griffin, 303519, Special Operations No. 1; injured June 26, 1981	104.00
William Grivetti, 305731, District 10; injured June 3, 1981	65.00
Michael Groth, 307141, District 16; injured June 25, 1981	85.00
Daniel Haltom, 315913, District 24; injured June 22, 1981	39.00
Arthur Hamilton, 316284, District 10; injured June 6, 1981	139.00
Marjorie Hamilton, 316465, District 20; injured June 27, 1981	89.00
Michael Harney, 322035, District 20; injured June 25, 1981	74.50
George Hayslip, 332511, District 23; injured June 3, 1981	135.00
Edward Healy, 332913, District 20; injured June 23, 1981	42.50
Michael Henig, 338885, Special Operations No. 1; injured June 23, 1981	65.40
Cleon Herron, 341615, District 12; injured April 24, 1981	150.00
Robert Hethcoat, 334182, District 19; injured June 5, 1981	162.00
Charles Hight, 344988, District 3; injured June 6, 1981	62.00
Ronald Hite, 347693, District 21; injured June 13, 1981	69.00
Hans Hunger, 363874, District 19; injured June 22, 1981	50.00

Joseph Ippolito, 368760, District 18; injured June 7, 1981	101.00
Mary Ann Jankowski, 376731, Recruit Training; injured June 14, 1981	101.50
Anthony Kelley, 407533, District 2; injured June 22, 1981	60.00
Patrick Kelly, 410571, District 13; injured June 8, 1981	50.00
Solomon Kimbrough, 418922, Evidence and Recovered Property; injured June 4, 1981	234.00
Ronald Kornfiend, 432539, District 11; injured June 11, 1981	62.50
Ronald Korzeniewski, 432972, District 11; injured June 27, 1981	58.50
John Kozaritz, 435550, V.C.D. Narcotics Section; injured June 6, 1981	122.00
Richard Kroll, 439760, Inspectional Services; injured June 8, 1981	133.00
John Lang, 451708, District 19; injured June 29, 1981	130.00
Sun-Wing Leung, 465339, Recruit Training; injured July 30, 1981	55.00
Roger Silvas, 749295, District 14; injured August 30, 1981	1,616.20
John Termini, 803603, District 17; injured June 4, 1981	3,643.00;

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical 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:

John J. Ahern, 004357, District 23; injured May 7, 1981	\$ 2,714.90
John N. Babusch, 020895, Enforcement Section; injured May 23, 1981	102.00
Kevin T. Bahr, 022045, District 4; injured May 15, 1981	60.45
Chester Batey, 032968, District 8; injured August 5, 1981	150.00
James T. Boylan, 065837, District 1; injured May 8, 1981	195.00

John A. Bright, Jr., 074030, District 14; injured May 12, 1981	261.75
Richard J. Brown, 080773, District 17; injured May 3, 1981	180.50
Jeffrey P. Bybee, 094793, District 11; injured May 5, 1981	58.50
Anthony J. Caliendo, 099034, District 23; injured May 13, 1981	330.00
Michael T. Callahan, 100038, District 4; injured May 11, 1981	50.00
Arlyn J. Cassidy, 114204, District 20; injured May 11, 1981	2,056.20
David A. Cherry, 120584, District 2; injured May 22, 1981	50.00
Thomas M. Council, 152128, District 22; injured May 2, 1981	85.00
John B. Farrell, 232783, Central Investigation Unit; injured May 19, 1981	81.00
Richard D. Filas, 238808, District 19; injured May 19, 1981	58.00
Charles C. Freed, 259327, District 22; injured May 4, 1981	80.00
Jeffrey C. Galvin, 267776, District 4; injured May 15, 1981	126.00
Donald Korbelik, 432093, District 11; injured May 9, 1981	58.00
Louis Lara, 452979, District 13; injured May 30, 1981	125.00
Anthony LePore, 464519, Mass Transit Unit; injured May 14, 1981	185.50
Gerald L. Lindsey, 470696, District 6; injured May 15, 1981	56.40
Francis W. McClendon, 520193, District 11; injured May 5, 1981	58.50
Robert T. Marian, 501044, District 19; injured May 10, 1981	146.00
James Mathey, 510512, District 7; injured May 16, 1981	237.00
Edward Meyer, 548047, District 10; injured May 26, 1981	167.00
Linda Nichols, 593582, District 20; injured May 17, 1981	157.00
John M. Nolan, 598787, Vice Control Section; injured May 7, 1981	30.00
Elliott Pillar, 649685, District 21; injured May 21, 1981	128.00
Jerry T. Puzucek, 660635, District 9; injured May 14, 1981	155.00
Peter D. Puzas, 667414, District 7; injured April 4, 1981	46.50
Everette Redwell, 677708, District 7; injured May 31, 1981	173.00
James N. Rohrlack, 696688, District 18; injured May 23, 1981	113.00
Ronald Rokos, 696796, District 6; injured May 8, 1981	165.00
Dominic Ronchetto, 698280, District 9; injured April 5, 1981	1,909.75
Anthony W. Scapardine, 722083, District 9; injured May 23, 1981	118.75

Arthur J. Secor, 735775, District 23; injured May 13, 1981	238.00
William L. Sink, 751861, District 22; injured May 4, 1981	126.00
Roman T. Stankiewicz, 774381, District 9; injured May 14, 1981	200.00
Leonard Storto, 783329, District 24; injured January 30, 1981	94.25
Roger E. Taylor, 801939, District 23; injured May 16, 1981	81.00
Eugene N. Tunno, 822146, District 23; injured May 11, 1981	160.00
Roy J. Walker, 840282, District 22; injured May 2, 1981	110.00
Eldge L. Walton, 845633, District 6; injured May 27, 1981	92.50
Cynthia White, 860767, District 6; injured May 6, 1981	210.50
James Zygowicz, 895489, District 7; injured May 16, 1981	140.00
Thomas Barileau, 027335, District 19; injured June 14, 1981	100.00
Edward Conrath, 142767, District 20; injured July 19, 1981	2,196.30
Michael Hughes, 362981, Traffic Division; injured July 10, 1981	632.91
Frank Przyborowski, 665287, Traffic Division; injured July 5, 1981	104.00
Michael Reynolds, 683409, Traffic Division; injured July 10, 1981	9,675.41
Bernard Mulvaney, 575910, Traffic Division; injured August 4, 1979	8,337.30
Frank A. Aljinovic, 007385, District 11; injured June 9, 1981	92.00
Jacob Bouyer, 063894, District 3; injured June 19, 1981	124.00
Bruce Bradley, 067432, District 8; injured June 5, 1981	146.00
John Brimer, 074175, District 20; injured June 13, 1981	128.75
William Bryant, 083283, Special Function Canine; injured June 8, 1981	487.50
Catherine Burkhart, 088141, District 20; injured June 1, 1981	331.65
Patrick Byron, 096394, District 8; injured June 1, 1981	106.00
James Carlo, 106593, District 1; injured June 15, 1981	78.00
Willie Cochran, 131329, District 3; injured June 28, 1981	72.00
John Crotty, 157930, District 22; injured June 16, 1981	104.50
David Daniels, 170006, District 8; injured August 2, 1981	4,332.80
Maureen Degnan, 181252, District 22; injured June 18, 1981	79.70
Edward Galowitch, 267615, District 15; injured March 7, 1980	84.00
Kenneth Janualitis, 377820, District 1; injured June 7, 1981	4,932.75
Joseph C. McLary, Paramedic, Ambulance No. 6; injured July 7, 1981	35.00
Steve Warner, Fire Fighter, Hook & Ladder No. 41; injured November 4, 1980	209.00

**City Clerk Authorized to Refund Deposit Check for Unsuccessful
Bidder for City-owned Property at N. California Av.
and W. Diversey Av.**

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

Ordered. That the City Clerk is authorized and directed to refund the deposit check to the unsuccessful bidder, Lester Kolom, for the purchase of property located at the southeast corner of North California Avenue and West Diversey Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--42.

Nays--None.

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

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

On motion of Alderman Frost 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

The following is said order as passed:

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

Damage to Vehicle.

Department of Consumer Services
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
George W. Bailey 9016 S. Crandon Avenue Chicago, Illinois 60617	11-16-78 76th and Jeffery Avenue	\$ 249.00

*Vehicle License Refunds.*Department of Finance, City Comptroller
Account No. 300.9112.990

<i>Name and Address</i>	<i>Vehicle License No.</i>	<i>Amount</i>
Ralph Hopkins 5170 S. Lowe Avenue Chicago, Illinois 60609	1653 and 4853	\$ 15.00
Margaret J. Milano 10723 Avenue "D" Chicago, Illinois 60617	WC594921	40.00
Michael Moran 3017 E. 95th Street Chicago, Illinois 60617	P598664 and P800266	40.00
Francisco M. Cardenas 611 N. Leamington Avenue Chicago, Illinois 60644	P165639 and P253846	40.00
Ruth G. Roudez 3620 S. Rhodes Avenue, Apt. 810 Chicago, Illinois 60653	P959205	20.00
Missionary Committee Appeal For Charities and Goodwill Incorporated, P.O. Box 53252 Chicago, Illinois 60653	A20169	25.00

*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>
Broadway Mini Mart, Incorporated c/o Albert Leb 3500 Lee Street Skokie, Illinois 60076	32 Fuel Oil	\$ 142.50
The Mousserie, Incorporated 3145 N. Halsted Street Chicago, Illinois 60657	75 Bakery	200.00
Lionel Salinas 1901 S. Racine Avenue Chicago, Illinois 60608	32880 Food and Milk	75.00
Peter Razates 1317 N. Milwaukee Avenue Chicago, Illinois 60622	5407 Tobacco	80.00

*Damage to Vehicle and/or Damage to Property.*Department of Streets and Sanitation,
Bureau of Forestry
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Robert Williams 9049 Green Bay Avenue Chicago, Illinois 60617	10-05-81 9049 Green Bay Avenue	\$ 800.00

Geraldine Marshall
8443 S. Hermitage Avenue
Chicago, Illinois 60620

06-10-81
8443 S. Hermitage Avenue

502.49

Refund on Permit.

Department of Inspectional Services
Account No. 100.9112.934

*Name and Address**Permit No.**Amount*

Doris Evans
8355 S. Indiana Avenue
Chicago, Illinois 60619

588541

\$ 60.00

Damage to Vehicles.

Department of Police
Account No. 100.9112.934

*Name and Address**Date and Location**Amount*

Dennis L. Jacobs
3314 W. Marquette Road
Chicago, Illinois 60629

2-15-81
3317 W. Marquette Road

\$ 100.00

Leonard Kelly
622 W. 69th Street
Chicago, Illinois 60621

4-30-81
753 W. 69th Street

235.00

Thomas and Barbara Staples
3640 N. Wilton Avenue
Chicago, Illinois 60613

5-4-81
2203 S. Millard

250.00

Damage to Vehicles.

Department of Streets and Sanitation
Account No. 100.9112.934

*Name and Address**Date and Location**Amount*

Ruby Johnson
c/o H.B. Schatz, Attorney
33 N. LaSalle Street
Chicago, Illinois 60602

1-18-79
3316 W. Carroll Avenue

\$ 270.00

Howard Salzman
3846 Birchwood Avenue
Skokie, Illinois 60076

2-15-81
N. Lincoln Avenue between
N. Kedzie and W. Peterson
Avenues

89.00

Tony Villareal
1318 N. Artesian Avenue
Chicago, Illinois 60622

6-26-81
Hirsch between Western and
Artesian Avenues

48.00

Victor D. Gaps
9928 S. Leavitt Street
Chicago, Illinois 60643

4-8-81
188 W. Randolph Street

199.00

Robert L. Ford
4666 W. Washington Boulevard
Chicago, Illinois 60644

1-14-80
120 N. LaSalle Street

177.00

Prestige Casualty Company
and Nick Palella
5454 Fargo Avenue
Skokie, Illinois 60077

6-11-81
Foster and Western
Avenues

555.60

Bennie L. Perry 5941 S. Racine Avenue Chicago, Illinois 60636	7-23-81 60th and Elizabeth Streets	300.00
Montgomery Ward Insurance Company and Routhy Braden P.O. Box 4015 Schaumburg, Illinois 60195	1-21-79 73rd near Calumet	200.00
William Joyce 8531 S. Kedvale Avenue Chicago, Illinois 60652	8-2-81 87th and Elizabeth Street	275.00
Brigitte Darcel 5116 W. Newport Avenue Chicago, Illinois 60641	8-14-81 Broadway, Clark and Diversey	50.00
Lemoyne Swanigan 1336 N. Lorel Chicago, Illinois 60651	5-4-81 1300 Block on Lorel	20.00
Albert Russell 3100 W. Columbus Avenue Chicago, Illinois 60652	10-14-81 Garage No. 8	100.00
Loran D. Nelson 14343 Wolf Road Orland Park, Illinois 60462	9-26-81 Garage No. 8	150.00
Debra Cagney Kledzinski 6416 W. 64th Place Chicago, Illinois 60638	6-26-81 Garage No. 8	104.00
Emma Brown 7337 South Shore Drive Chicago, Illinois 60649	9-11-81 77th and Coles	168.00

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>
Albert Baade 5755 S. Homan Avenue Chicago, Illinois 60629	8-28-81 5755 S. Homan Avenue	\$ 61.50

Damage to Vehicle.

Department of Sewers
Account No. 314.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Norman V. Posgay Sr. 6419 S. Lamon Avenue Chicago, Illinois 60638	8-6-81 Cabrini Green	\$ 194.00

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>
Mary Papciak 1100 N. Wolcott Avenue Chicago, Illinois 60622	1100 N. Wolcott Avenue	\$ 80.57
Willie Newson 7915 S. Eberhart Avenue Chicago, Illinois 60619	4827 S. St. Lawrence Avenue	300.00
Katherine Drzymala 1938 W. Dickens Avenue Chicago, Illinois 60614	1938 W. Dickens Avenue	53.54
Frank and Mae Grabos 825 N. Hermitage Avenue Chicago, Illinois 60622	825 N. Hermitage Avenue	92.10
George Sherman 5121 S. Ellis Avenue Chicago, Illinois 60615	5121 S. Ellis Avenue	135.68
Jack Clabon 4101 S. Halsted St., P.O. Box 09219 Chicago, Illinois 60609	3528 S. Indiana Avenue	231.47
Daniel G. Wagner 6152 S. Kolmar Avenue Chicago, Illinois 60629	6152 S. Kolmar Avenue	169.81
Francis Rangel 2862 W. McLean Avenue Chicago, Illinois 60647	2862 W. McLean Avenue	72.41

and

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

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
A. J. Canfield Company 50 E. 89th Place Chicago, Illinois 60619	100 E. 89th Place	\$ 198.03
Matous L. Vondrak 1801-1803 W. 47th Street Chicago, Illinois 60609	1801-1803 W. 47th Street	300.00
Need L. Miehle 1908 S. Christiana Avenue Chicago, Illinois 60623	1908 S. Christiana Avenue	243.56

Wasył Frekur 743 N. Hoyne Avenue Chicago, Illinois 60612	743 N. Hoyne Avenue	227.35
Robert E. Doyle 2249 N. Lorel Avenue Chicago, Illinois 60639	2249 N. Lorel Avenue	37.91
James Zambos 6401 W. Irving Park Road Chicago, Illinois 60634	6401 W. Irving Park Road	151.98
Patrick Iannino 838 S. Bishop Street Chicago, Illinois 60612	838 S. Bishop Street	94.28
Ethel Williams 1442 S. Harding Avenue Chicago, Illinois 60623	1442 S. Harding Avenue	32.11
Henrietta Tamplin 4917 S. Wabash Avenue Chicago, Illinois 60615	4917 S. Wabash Avenue	295.01
John Saczyski 3141 N. Narragansett Avenue Chicago, Illinois 60634	3141 N. Narragansett Avenue	58.20

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

The Committee on Finance submitted the following report:

CHICAGO, December 16, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred November 11, 1980, and subsequently, sundry claims as follows:

Compensation for Damage to Property:

(Nov. 14, 1980)	Cecil Beach
(April 29, 1981)	Rosetta Golden
(June 17, 1981)	Ford Brothers, Incorporated
(July 20, 1981)	Elizabeth Fogarty
(Sept. 14, 1981)	Dorothy Kern
(Sept. 14, 1981)	Jerry Carter;

Compensation for Damage to Vehicles:

(May 13, 1981)	Graco Incorporated, c/o Gambles C & M Leasing Company
(May 13, 1981)	William Collins
(May 29, 1981)	Millers Mutual Insurance and Claudia M. Rohaly
(May 29, 1981)	Glenn A. Jones
(May 29, 1981)	Humberto Hernandez
(May 29, 1981)	Wilma Hamilton, c/o Robert Hodges, Attorney
(June 26, 1981)	Allstate Insurance Company and Carmen Majras
(June 26, 1981)	Mary Wesley
(June 26, 1981)	Michael F. Jordan

(July 1, 1981)	Luis Rivera, c/o Ogden and Chevere, Attorneys
(July 30, 1981)	Ronald James
(August 12, 1981)	American Family Insurance Group and Susan Langlee
(August 12, 1981)	Shirley D. Ellis
(August 12, 1981)	Regina Dickerson
(August 19, 1981)	Anthony G. Oliver
(August 19, 1981)	Ethel Johnson
(Sept. 14, 1981)	Johnny B. Hall
(Sept. 14, 1981)	Government Employees Insurance Company of Washington, D. C. and Tsung Mili
(Sept. 14, 1981)	Rene C. Mackey
(Sept. 14, 1981)	Yelena Gorodetsky
(Sept. 14, 1981)	David Burnstein
(Sept. 14, 1981)	Mark A. Smith
(Sept. 14, 1981)	Pete Rosado
(Sept. 14, 1981)	Mark L. Jeffery, c/o Yolanda and Leonard Richardson
(Sept. 14, 1981)	J C Penney Insurance Company and Herbert Loeb
(Sept. 14, 1981)	Larry M. Nolan
(Sept. 14, 1981)	State Farm Insurance Company and Russell Marach
(Oct. 6, 1981)	Richardo L. Teran
(Oct. 6, 1981)	Felton Clayton
(Oct. 6, 1981)	Allstate Insurance Company and Rufus Gunn
(Oct. 22, 1981)	Edward Allman
(Nov. 4, 1981)	Gloria M. Reeves
(Nov. 4, 1981)	J C Penney Insurance Company and Herbert Loeb
(Nov. 4, 1981)	Christian N. Jackson
(Nov. 4, 1981)	Eunice Harris
(Nov. 13, 1981)	Wilson J. Brady
(Nov. 13, 1981)	Mable Stepp
(Nov. 13, 1981)	State Farm Insurance Company and Carol Stoll
(Nov. 13, 1981)	Allstate Insurance Company and Guillermo Contreras
(Nov. 13, 1981)	Lorie Reed
(Nov. 13, 1981)	Paul Pistolarides
(Nov. 13, 1981)	Mazie E. Jordan
(Nov. 13, 1981)	Daisy Mitchell
(Sept. 22, 1981)	Joel C. Maxime;

Compensation for Personal Injury

(Sept. 14, 1981)	Henry Gladstone;

Compensation for Various Refunds:

(May 29, 1981)	Loyal Nichols
(May 29, 1981)	Loyal Nichols
(May 29, 1981)	Juan Matos
(June 10, 1981)	Carl G. Seider
(June 10, 1981)	Roy Haynes
(June 10, 1981)	Eleanor Y. Gedigian
(June 10, 1981)	Sam Gassman
(June 26, 1981)	Shirley Tate
(July 1, 1981)	Ralph Pingel, c/o Astro Realty
(July 1, 1981)	James Sykes
(July 1, 1981)	Lola Espinosa
(July 20, 1981)	William McDowell
(July 14, 1981)	Jimmie L. Roan
(July 20, 1981)	Johnson Management
(July 30, 1981)	Lillian S. Boris
(July 30, 1981)	Joe L. McKenzie
(Sept. 14, 1981)	Interstate United Corporated
(Oct. 6, 1981)	Wind Song Lounge & Restaurant Incorporated
(Nov. 13, 1981)	Verdene's Lounge, Incorporated
(Nov. 13, 1981)	Peter Serio;

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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

Failed to Pass--SUNDRY AMENDMENTS TO THE 1982 ANNUAL
APPROPRIATION ORDINANCE.

The Committee on Finance submitted twelve committee reports recommending that the City Council Do Not Pass Sundry Amendments as follows:

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1982 at :

Page 129Fund CorporateDepartment Police

by striking the following:

Code

911 Crossing Guard

\$561,000

and by inserting the following:

Code

911 Crossing Guard

\$921,000

Alvin... 12/22/81
Lawrence 13/20
Dant Orr 49
Mike 13
Danny L. Davis 29

AMENDMENT# _____

"TITLE" Additional Police Officers

Motion to amend the Appropriation Ordinance for 1982 at:

Page 118Fund 100 - CorporateDepartment Police

by striking the following:

Code

4110.098 Uniform Allowance - Uniformed Force \$5,040,400

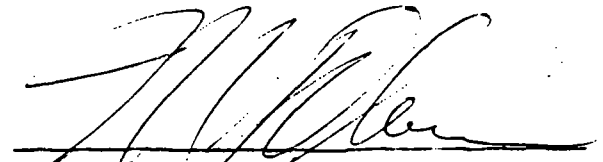
And by inserting the following:

Code

4110.098 Uniform Allowance - Uniformed Force \$5,265,400

Strike \$ 5,040,400Insert \$ 5,265,400adds \$ 225,000

cuts \$ _____


Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Additional Police Officers

Motion to amend the Appropriation Ordinance for 1982 at:

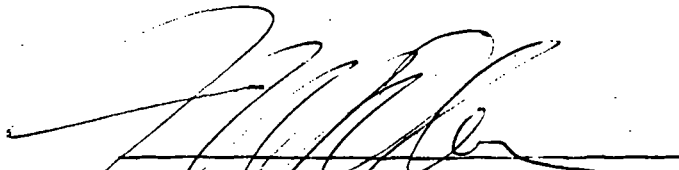
Page 129Fund 100 - Corporate FundDepartment Police

by striking the following:

<u>Code</u>			
4143	District Law Enforcement		
9161	Police Officer	79	\$18,312

And by inserting the following:

<u>Code</u>			
9161	Police Officer	529	\$18,312

Strike \$ 1,446,648Insert \$ 9,687,048adds \$ 8,240,400 cuts \$ _____
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

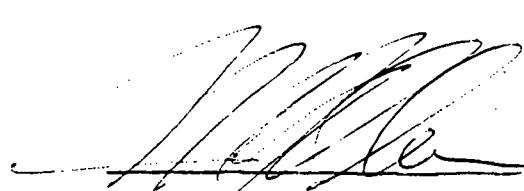
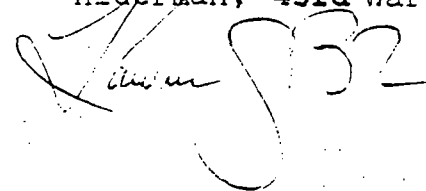
Page 13Fund 100 - CorporateDepartment Office of the Mayor

by striking the following:

<u>Code</u>			
9637	Executive Administrative Assistant	1	\$39,528

And by inserting the following:

<u>Code</u>			
9637	Administrative Assistant	1	\$38,000

Strike \$ 39,528Insert \$ 38,000adds \$ _____ cuts \$ 1,528
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

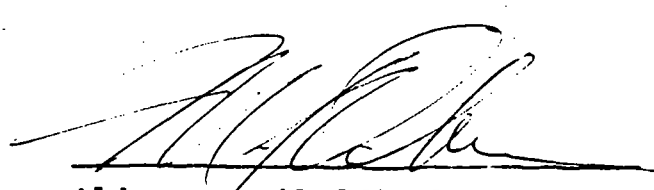
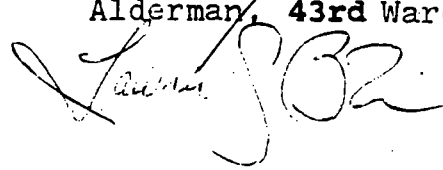
Page 13Fund 100 - CorporateDepartment Office of the Mayor

by striking the following:

<u>Code</u>			
9638	Administrative Administrative Officer	1	\$77,832

And by inserting the following:

<u>Code</u>			
9638	Administrative Officer	1	\$74,830

Strike \$ 77,832Insert \$ 74,830adds \$ _____ cuts \$ 3,002
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 13Fund 100 - Corporate FundDepartment Office of the Mayor

by striking the following:

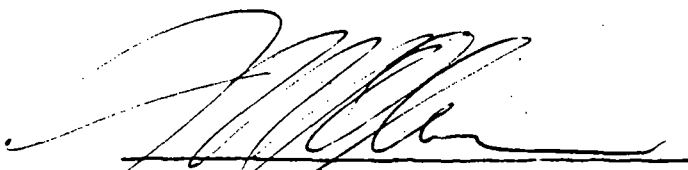
Code

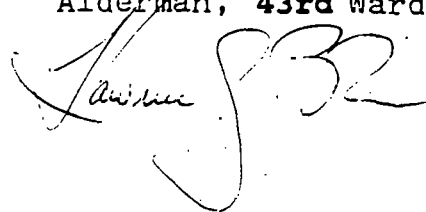
9637	Administrative Administrative Assistant	1	\$77,832

And by inserting the following:

Code

9637	Administrative Assistant	1	\$74,830

Strike \$ 77,832Insert \$ 74,830adds \$ _____ cuts \$ 3,002

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 16Fund 100 - CorporateDepartment Office of Municipal Investigations

by striking the following:

Code

9650	Administration Executive Director	1	\$57,204

And by inserting the following:

Code

9650	Executive Director	1	\$55,000

Strike \$ 57,204Insert \$ 55,000adds \$ _____ cuts \$ 2,204
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 18Fund 100 - Corporate FundDepartment Office of Budget and Management

by striking the following:

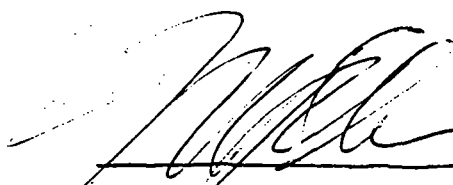
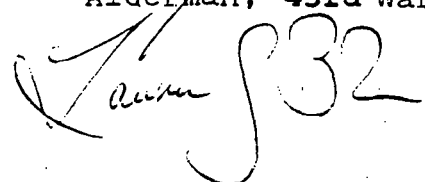
Code

9661	Administration Budget Director	1	\$77,832

And by inserting the following:

Code

9661	Budget Director	1	\$74,830

Strike \$ 77,832Insert \$ 74,830adds \$ _____ cuts \$ 3,002
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

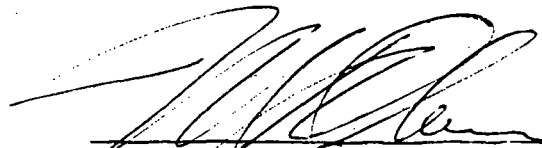
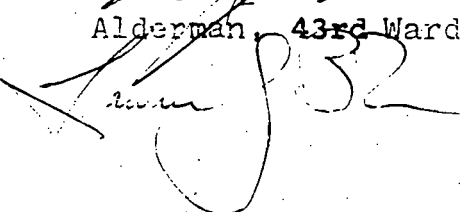
Page 20Fund 100 - CorporateDepartment Office of Budget and Management - Data Center

by striking the following:

<u>Code</u>			
9765	Administration-Data Center Director of Data Processing	1	\$59,000

And by inserting the following:

<u>Code</u>			
9765	Director of Data Processing	1	\$48,072

Strike \$ 59,000Insert \$ 48,072adds \$ _____ cuts \$ 10,928
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

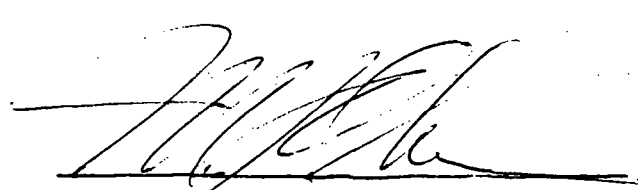
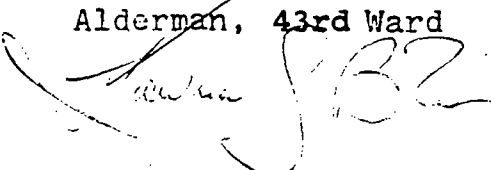
Page 29Fund 100 - Corporate FundDepartment Committee on Finance

by striking the following:

<u>Code</u>			
9613	Administration and Legislation Chief Administrative Officer	1	\$73,000
9614	Deputy Chief Administrative Officer	1	\$60,500
9709	Assistant Chief Administrative Officer	1	\$59,500

And by inserting the following:

<u>Code</u>			
9613	Chief Administrative Officer	1	\$63,000
9614	Deputy Chief Administrative Officer	1	\$53,000
9709	Assistant Chief Administrative Officer	1	\$48,500

Strike \$ 193,000Insert \$ 164,500adds \$ _____ cuts \$ 28,500
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 35Fund 100 - CorporateDepartment Cit Council Legislative Reference Bureau

by striking the following:

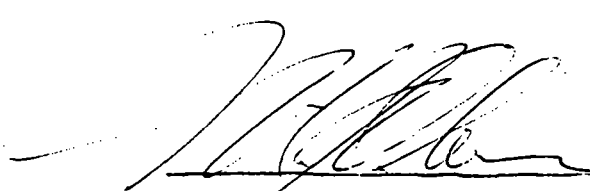
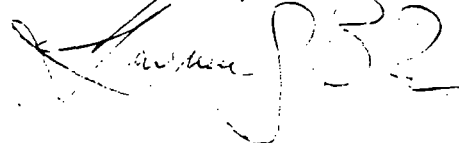
Code

9610	Director, Legislative Reference Bureau	1	\$37,212

And by inserting the following:

Code

9610	Director, Legislative Reference Bureau	1	\$30,000

Strike \$ 37,212Insert \$ 30,000adds \$ _____ cuts \$ 7,212
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

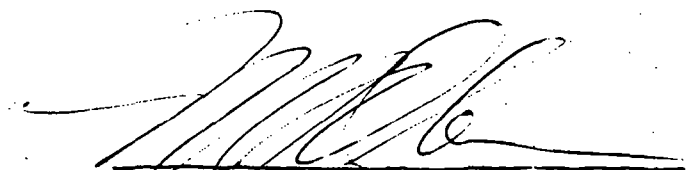
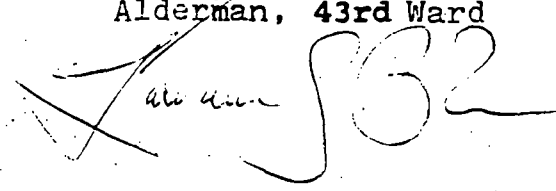
Page 37Fund 100 - CorporateDepartment Planning

by striking the following:

<u>Code</u>			
9664	Administration Commissioner of Planning	1	\$63,972

And by inserting the following:

<u>Code</u>			
9664	Commissioner of Planning	1	\$61,505

Strike \$ 63,972Insert \$ 61,505adds \$ _____ cuts \$ 2,467
Alderman, 43rd Ward
at the time

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

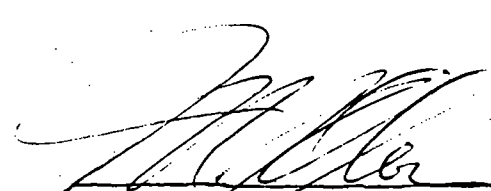
Page 38Fund 100 - CorporateDepartment Planning

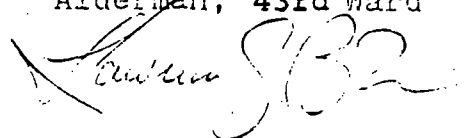
by striking the following:

<u>Code</u>			
9679	Planning and Programming Deputy Commissioner	1	\$52,116

And by inserting the following:

<u>Code</u>			
9679	Deputy Commissioner	1	\$50,110

Strike \$ 52,116Insert \$ 50,110adds \$ _____ cuts \$ 2,006

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 38Fund 100 - CorporateDepartment Planning

by striking the following:

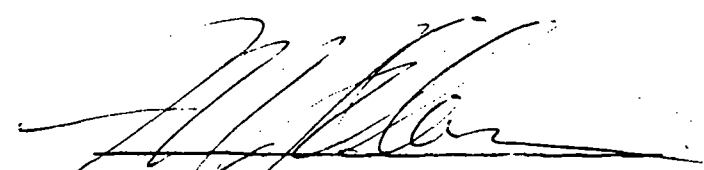
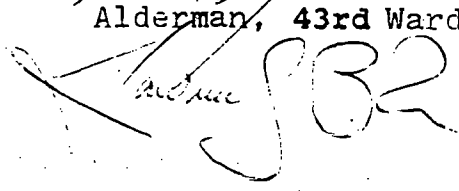
Code

9679	Development Deputy Commissioner	1	\$49,440

And by inserting the following:

Code

9679	Deputy Commissioner	1	\$47,537

Strike \$ 49,440Insert \$ 47,537adds \$ _____ cuts \$ 1,903
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

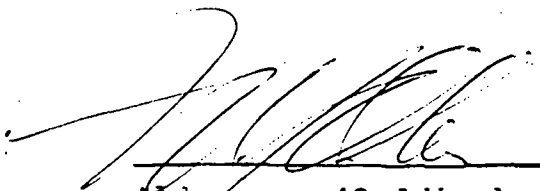
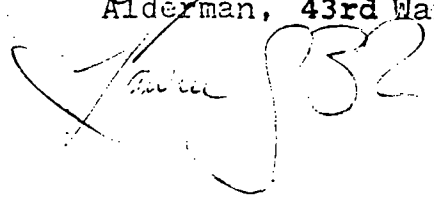
Page 41Fund 100 - CorporateDepartment Chicago Council on Fine Arts

by striking the following:

<u>Code</u>			
9650	Executive Director	1	\$45,336

And by inserting the following:

<u>Code</u>			
9650	Executive Director	1	\$41,316

Strike \$ 45,336Insert \$ 41,316adds \$ _____ cuts \$ 4,020
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 40Fund 100 - CorporateDepartment Housing

by striking the following:

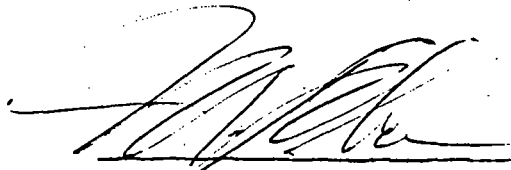
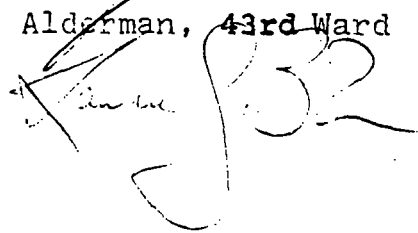
Code

9801	Commissioner of Housing	1	\$57,768
9802	First Deputy Commissioner of Housing	1	\$53,208

And by inserting the following:

Code

9801	Commissioner of Housing	1	\$55,548
9802	First Deputy Commissioner of Housing	1	\$51,160

Strike \$ 110,976Insert \$ 106,708adds \$ _____ cuts \$ 4,268
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 42Fund 100 - CorporateDepartment City Clerk

by striking the following:

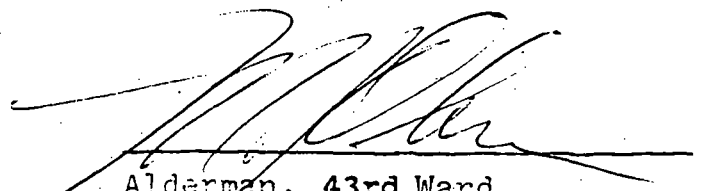
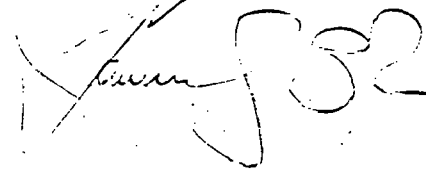
Code

0315	Administration Deputy City Clerk	1	\$33,960

And by inserting the following:

Code

0315	Deputy City Clerk	1	\$32,651

Strike \$ 33,960Insert \$ 32,651adds \$ _____ cuts \$ 1,309
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 44Fund 100 - CorporateDepartment Department of Finance - City Comptroller

by striking the following:

Code

9647

Administration
City Comptroller

1

\$73,066

And by inserting the following:

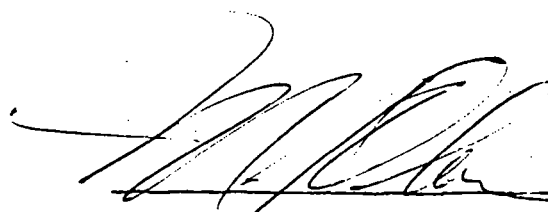
Code

9647

City Comptroller

1

\$70,257

Strike \$ 73,066Insert \$ 70,257adds \$ _____ cuts \$ 2,809
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 46Fund 100 - CorporateDepartment Department of Finance - City Comptroller

by striking the following:

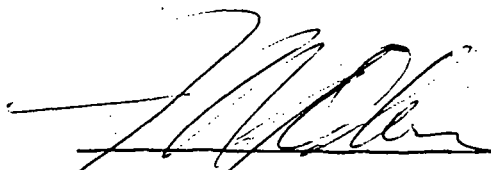
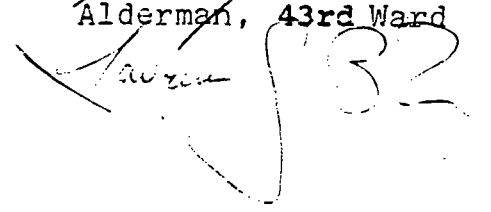
CodeAccounting
Operations

0108 First Managing Deputy Comptroller 1 \$60,000

And by inserting the following:

Code

0108 First Managing Deputy Comptroller 1 \$48,425

Strike \$ 60,000Insert \$ 48,425adds \$ _____ cuts \$ 11,575
Alderman, 43rd Ward

1982

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 46Fund 100 - CorporateDepartment Department of Finance - City Comptroller

by striking the following:

<u>Code</u>			
	Accounting		
	Operations		
0109	Deputy Comptroller - Accounting	1	\$45,348

And by inserting the following:

<u>Code</u>			
0109	Deputy Comptroller - Accounting	1	\$43,596

Strike \$ 45,348Insert \$ 43,596adds \$ _____ cuts \$ 1,752
Alderman, 43rd Ward
Jan 9 32

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

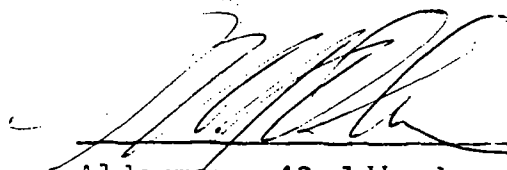
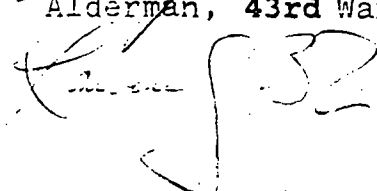
Page 50Fund 100 - CorporateDepartment Department of Finance - City Comptroller

by striking the following:

<u>Code</u>			
	Revenue Administration		
	Administrative		
0255	Deputy Comptroller - Assets	1	\$45,348
0256	Deputy Assistant Comptroller-Revenue	1	\$40,644

And by inserting the following:

<u>Code</u>			
0255	Deputy Comptroller - Assets	1	\$43,596
0256	Deputy Assistant Comptroller-Revenue	1	\$35,772

Strike \$ 85,992Insert \$ 79,368adds \$ _____ cuts \$ 6,624
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

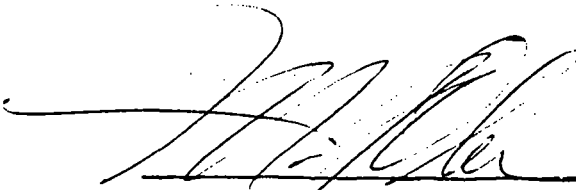
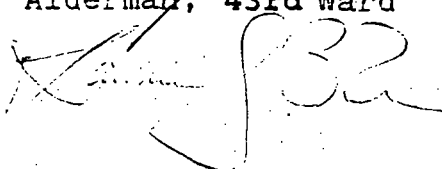
Page 53Fund 100 - CorporateDepartment City Treasurer

by striking the following:

<u>Code</u>			
9673	Administration Deputy City Treasurer	1	\$37,368

And by inserting the following:

<u>Code</u>			
9673	Deputy City Treasurer	1	\$35,927

Strike \$ 37,368Insert \$ 35,927adds \$ _____ cuts \$ 1,441
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

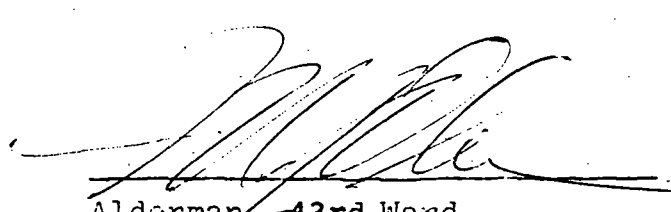
page 55Fund 100 - CorporateDepartment Department of Law

by striking the following:

<u>Code</u>			
9701	Administration Corporation Counsel	1	\$87,204
1657	First Assistant Corporation Counsel	1	\$65,520
1639	First Deputy Corporation Counsel	1	\$65,520
1650	Deputy Corporation Counsel	2	\$53,568

And by inserting the following:

<u>Code</u>			
9701	Corporation Counsel	1	\$83,853
1657	First Assistant Corporation Counsel	1	\$63,000
1639	First Deputy Corporation Counsel	1	\$63,000
1650	Deputy Corporation Counsel	2	\$51,500

Strike \$ 325,380Insert \$ 312,853adds \$ _____ cuts \$ 12,527
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

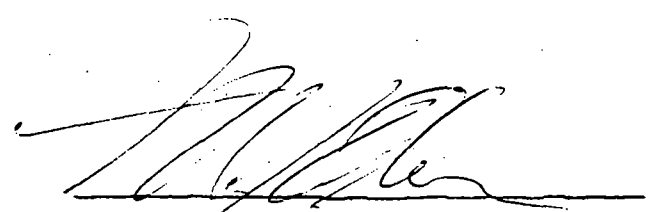
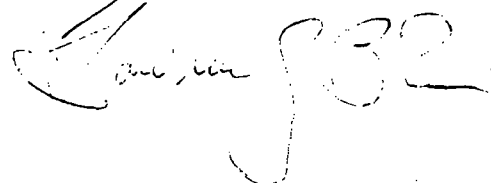
Page 56Fund 100 - CorporateDepartment Law

by striking the following:

<u>Code</u>				
1652	General Counsel Chief Assistant Corporation Counsel	1		\$49,920

And by inserting the following:

<u>Code</u>				
1652	Chief Assistant Corporation Counsel	1		\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward
January 32

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 56Fund 100 - CorporateDepartment Law

by striking the following:

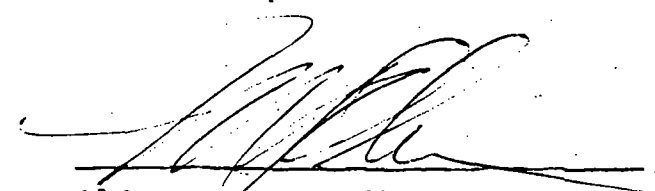
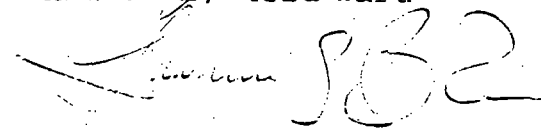
Code

1652	Appeals and Review Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

Code

1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward
SB2

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 56Fund 100 - CorporateDepartment Law

by striking the following:

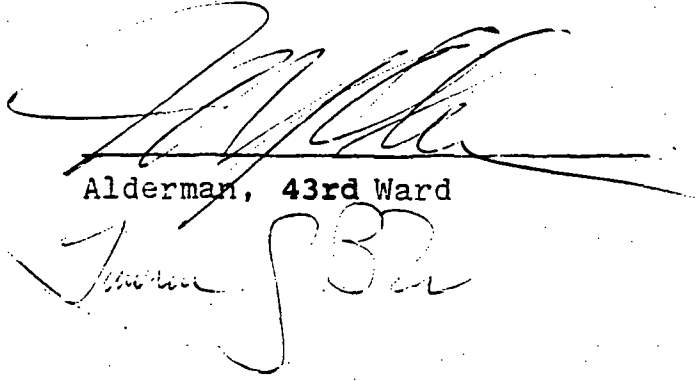
Code

	Torts		
1652	Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

Code

1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

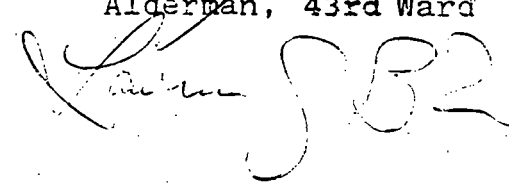
Page 57Fund 100 - CorporateDepartment Law

by striking the following:

<u>Code</u>	<u>Revenue</u>		
1652	Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

<u>Code</u>			
1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 57Fund 100 - CorporateDepartment Law

by striking the following:

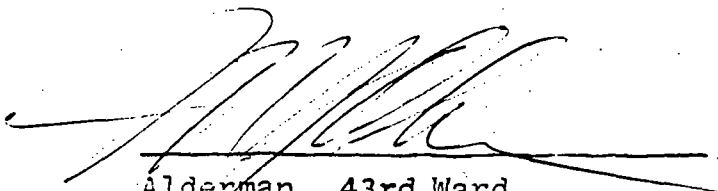
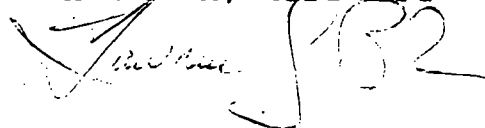
Code

1652	Real Estate, Liens and Land Acquisition Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

Code

1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward
1/82

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 57Fund 100 - CorporateDepartment Law

by striking the following:

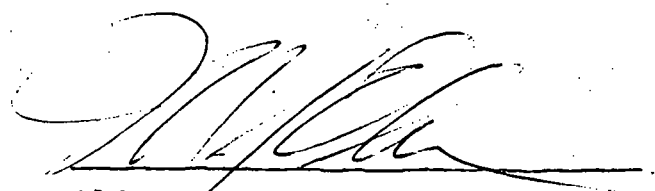
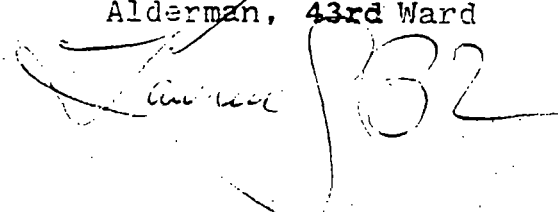
Code

1652	Building, Housing and Urban Conservation Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

Code

1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward
62

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 59Fund 100 - CorporateDepartment Personnel

by striking the following:

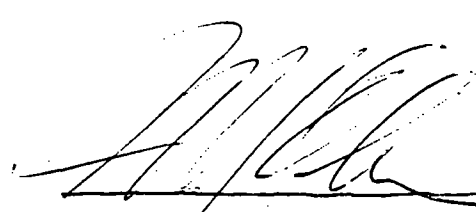
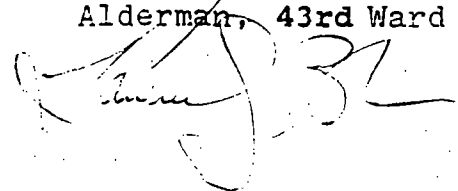
Code

9691	Administration Commissioner of Personnel	1	\$62,112
9696	First Deputy Commissioner of Personnel	1	\$52,008

And by inserting the following:

Code

9691	Commissioner of Personnel	1	\$59,719
9696	First Deputy Commissioner of Personnel	1	\$50,000

Strike \$ 114,120Insert \$ 109,719adds \$ _____ cuts \$ 4,401
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

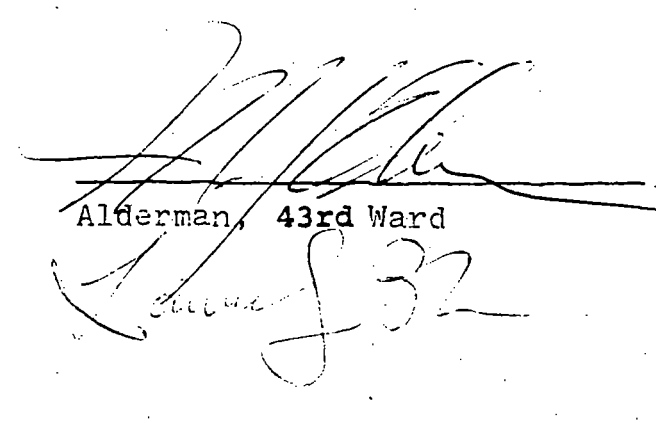
Page 60Fund 100 - CorporateDepartment Personnel

by striking the following:

<u>Code</u>			
1375	Employment Services Deputy Commissioner of Personnel	1	\$44,376

And by inserting the following:

<u>Code</u>			
1375	Deputy Commissioner of Personnel	1	\$34,224

Strike \$ 44,376Insert \$ 34,224adds \$ _____ cuts \$ 10,152
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" _____

Salary Freeze _____

Motion to amend the Appropriation Ordinance for 1982 at:

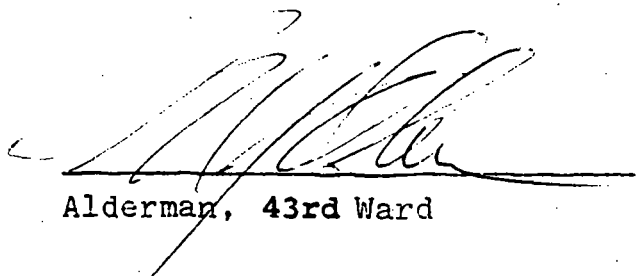
Page 64Fund 100 - CorporateDepartment Department of Purchases, Contracts and Supplies

by striking the following:

<u>Code</u>			
9641	Administration Purchasing Agent	1	\$71,400
1556	Deputy Purchasing Agent	2	\$51,108

And by inserting the following:

<u>Code</u>			
9641	Purchasing Agent	1	\$63,212
1556	Deputy Purchasing Agent	2	\$44,484

Strike \$ 173,616Insert \$ 152,180adds \$ _____ cuts \$ 21,436
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

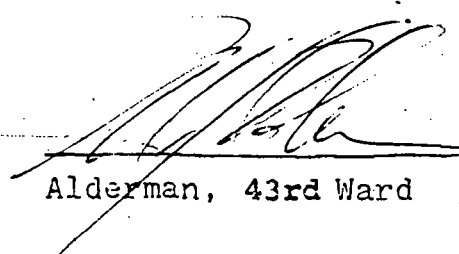
Page 77Fund 100 - CorporateDepartment Health

by striking the following:

<u>Code</u>			
9687	Department of Health Commissioner of Health	1	\$76,860
9686	Deputy Commissioner of Health	1	\$62,400
9686	Deputy Commissioner of Health	1	\$57,204

And by inserting the following:

<u>Code</u>			
9687	Commissioner of Health	1	\$73,902
9686	Deputy Commissioner of Health	1	\$60,000
9686	Deputy Commissioner of Health	1	\$55,000

Strike \$ 196,464Insert \$ 188,902adds \$ _____ cuts \$ 7,562
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 110Fund 100 - CorporateDepartment Office for Senior Citizens and Handicapped

by striking the following:

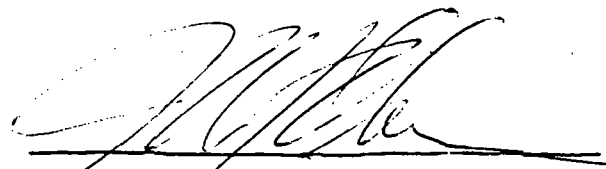
Code

2913	Senior Citizens Programs Development Deputy Director, Senior Citizens	1	\$41,484

And by inserting the following:

Code

2913	Deputy Director, Senior Citizens	1	\$39,882

Strike \$ 41,484Insert \$ 39,882adds \$ _____ cuts \$ 1,602
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

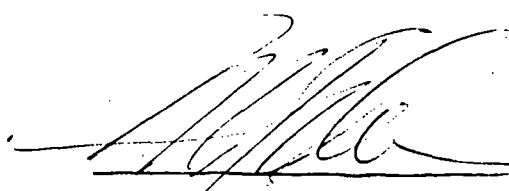
Page 112Fund 100 - CorporateDepartment Human Services

by striking the following:

<u>Code</u>			
9706	Division of Administration Commissioner of Human Services	1	\$75,636
9707	First Deputy Commissioner of Human Services	1	\$56,160

And by inserting the following:

<u>Code</u>			
9706	Commissioner of Human Services	1	\$72,729
9707	First Deputy Commissioner of Human Services	1	\$54,003

Strike \$ 131,796Insert \$ 126,732adds \$ _____ cuts \$ 5,064
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 116Fund 100 - CorporateDepartment Public Safety

by striking the following:

Code

9315	Administration Assistant Director - Public Safety	1	\$43,188

And by inserting the following:

Code

9315	Assistant Director - Public Safety	1	\$37,668

Strike \$ 43,188Insert \$ 37,668adds \$ _____ cuts \$ 5,520

Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 119Fund 100 - CorporateDepartment Police

by striking the following:

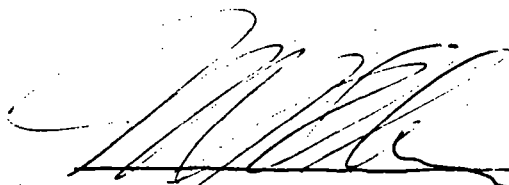
Code

9666	Administration - Departmental Superintendent of Police	1	\$83,844

And by inserting the following:

Code

9666	Superintendent of Police	1	\$80,614

Strike \$ 83,844Insert \$ 80,614adds \$ _____ cuts \$ 3,230

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 120Fund 100 - CorporateDepartment Police

by striking the following:

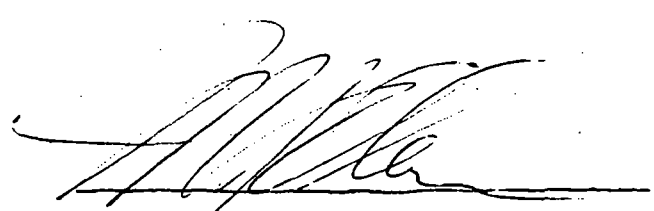
Code

	Administration-Administrative Services		
9782	Deputy Superintendent	1	\$61,176

And by inserting the following:

Code

9782	Deputy Superintendent	1	\$58,824

Strike \$ 61,176Insert \$ 58,824adds \$ _____ cuts \$ 2,352
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 126Fund 100 - CorporateDepartment Police

by striking the following:

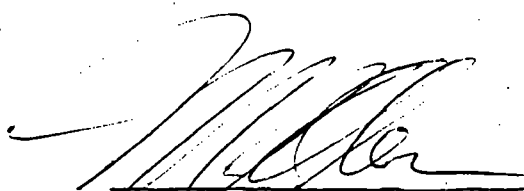
Code

9782	Administration-Community Services		
	Deputy Superintendent	1	\$59,508

And by inserting the following:

Code

9782	Deputy Superintendent	1	\$57,216

Strike \$ 59,508Insert \$ 57,216adds \$ _____ cuts \$ 2,292

Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 127Fund 100 - CorporateDepartment police

by striking the following:

Code

9781	Administration-Operational Services		
	First Deputy Superintendent	1	\$78,600

And by inserting the following:

Code

9781	First Deputy Superintendent	1	\$75,572

Strike \$ 78,600Insert \$ 75,572adds \$ _____ cuts \$ 3,028
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 134

Fund 100 - Corporate

Department Police

by striking the following:

Code

	Administration-Technical Services		
9782	Deputy Superintendent	1	\$59,700

And by inserting the following:

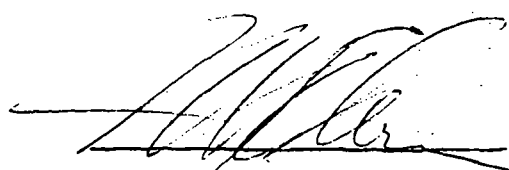
Code

9782	Deputy Superintendent	1	\$57,402

Strike \$ 59,700

Insert \$ 57,402

adds \$ _____ cuts \$ 2,298


Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 144Fund 100 - CorporateDepartment Police

by striking the following:

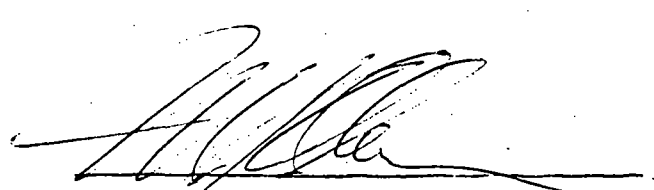
Code

9782	Administration-Investigative Services		
	Deputy Superintendent	1	\$70,500

And by inserting the following:

Code

9782	Deputy Superintendent	1	\$67,785

Strike \$ 70,500Insert \$ 67,785adds \$ _____ cuts \$ 2,715
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 152Fund 100 - CorporateDepartment Fire

by striking the following:

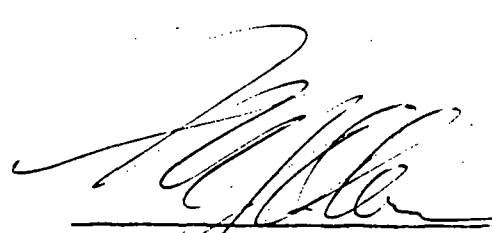
Code

	Administration		
	Headquarters Administration		
9667	Fire Commissioner	1	\$81,816

And by inserting the following:

Code

9667	Fire Commissioner	1	\$78,662

Strike \$ 81,816Insert \$ 78,662adds \$ _____ cuts \$ 3,154

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 155Fund 100 - CorporateDepartment Fire

by striking the following:

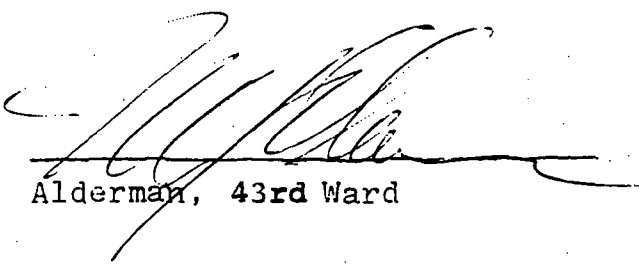
Code

9702	Fire Prevention Deputy Fire Commissioner	1	\$68,424

And by inserting the following:

Code

9702	Deputy Fire Commissioner	1	\$65,785

Strike \$ 68,424Insert \$ 65,785adds \$ _____ cuts \$ 2,639
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 157Fund 100 - CorporateDepartment Fire

by striking the following:

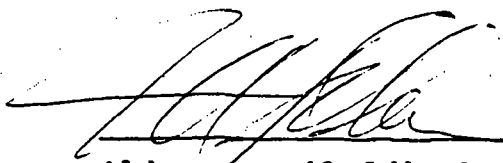
Code

	Bureau of Support Services		
	Administration		
9702	Deputy Fire Commissioner	1	\$61,176

And by inserting the following:

Code

9702	Deputy Fire Commissioner	1	\$58,824

Strike \$ 61,176Insert \$ 58,824adds \$ _____ cuts \$ 2,352
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 162Fund 100 - CorporateDepartment Commission on Chicago Historical and Architectural Landmarks

by striking the following:

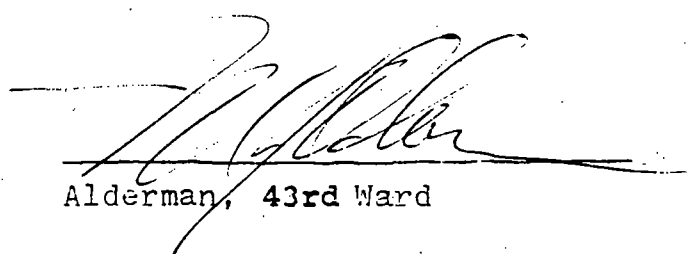
Code

9634	Hist. and Arch. Landmark Designation Director-Landmarks Commission	1	\$36,036

And by inserting the following:

Code

9634	Director-Landmarks Commission	1	\$34,651

Strike \$ \$36,036Insert \$ \$34,651adds \$ _____ cuts \$ 1,385
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 164Fund 100 - CorporateDepartment Inspectional Services

by striking the following:

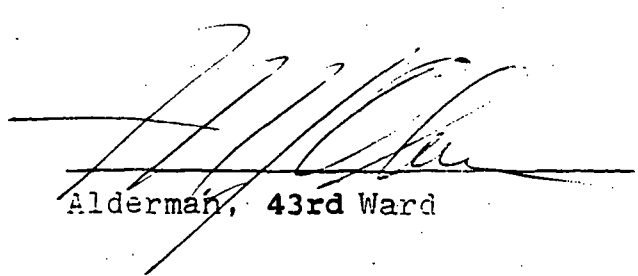
Code

	Administration		
9663	Commissioner of Inspectional Services	1	\$62,400

And by inserting the following:

Code

9663	Commissioner of Inspectional Services	1	\$60,000

Strike \$ 62,400Insert \$ 60,000adds \$ _____ cuts \$ 2,400
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 174Fund 100 - CorporateDepartment Consumer Services

by striking the following:

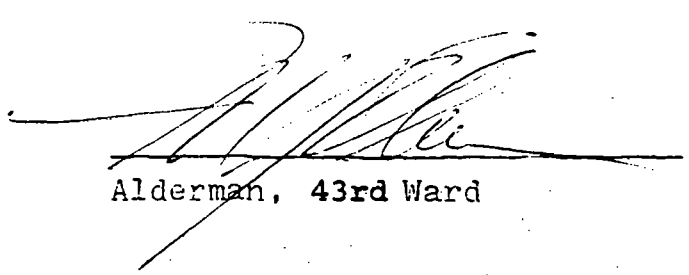
Code

9635	Administration Commissioner of Consumer Services	1	\$54,684

And by inserting the following:

Code

9635	Commissioner of Consumer Services	1	\$52,581

Strike \$ 54,684Insert \$ 52,581adds \$ _____ cuts \$ 2,103
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

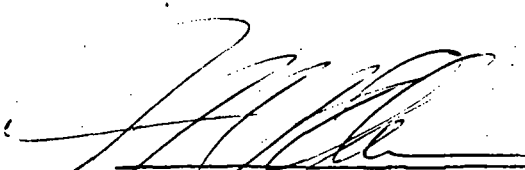
Page 183Fund 100 - CorporateDepartment Streets and Sanitation

by striking the following:

<u>Code</u>			
9675	Administration-Departmental Commissioner of Streets and Sanitation	1	\$77,952
8278	First Assistant Commissioner of Streets and Sanitation	1	\$53,832
8277	Deputy Commissioner of Streets and Sanitation	1	\$47,472

And by inserting the following:

<u>Code</u>			
9675	Commissioner of Streets and Sanitation	1	\$74,952
8278	First Assistant Commissioner of Streets and Sanitation	1	\$51,759
8277	Deputy Commissioner of Streets and Sanitation	1	\$45,780

Strike \$ 179,256Insert \$ 172,491adds \$ _____ cuts \$ 6,765
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 183Fund 100 - CorporateDepartment Streets and Sanitation

by striking the following:

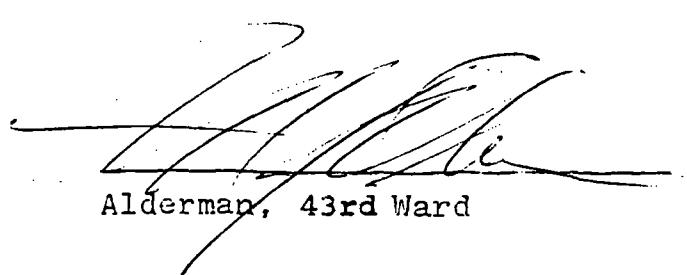
Code

0385	Administration-Departmental Assistant to the Commissioner-Streets and Sanitation	1	\$34,092

And by inserting the following:

Code

0385	Assistant to the Commissioner-Streets and Sanitation	1	\$31,392

Strike \$ 34,092Insert \$ 31,392adds \$ _____ cuts \$ 2,700
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 193Fund 100 - CorporateDepartment Streets and Sanitation - Bureau of Electricity

by striking the following:

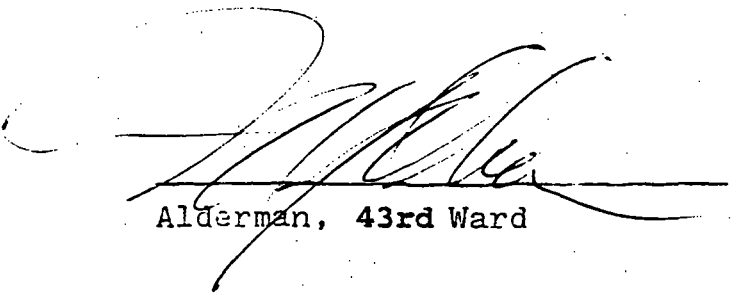
Code

8277	Administration Deputy Commissioner of Streets and Sanitation	1	\$49,360
5048	General Superintendent of Electricity	1	\$47,616

And by inserting the following:

Code

8277	Deputy Commissioner of Streets and Sanitation	1	\$45,780
5048	General Superintendent of Electricity	1	\$39,072

Strike \$ 96,976Insert \$ 84,852adds \$ _____ cuts \$ 12,124
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

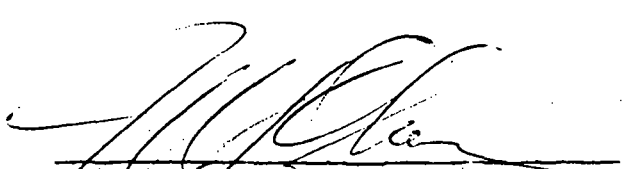
Page 201Fund 100 - CorporateDepartment Streets and Sanitation - Bureau of Equipment Service

by striking the following:

<u>Code</u>			
	Administration		
8277	Deputy Commissioner of Streets and Sanitation	1	\$60,000
7135	Assistant Superintendent of Equipment Services	1	\$40,644
7135	Assistant Superintendent of Equipment Services	2	\$40,644

And by inserting the following:

<u>Code</u>			
8277	Deputy Commissioner of Streets and Sanitation	1	\$45,780
7135	Assistant Superintendent of Equipment Services	1	\$39,072
7135	Assistant Superintendent of Equipment Services	2	\$31,392

Strike \$ 181,932Insert \$ 147,636adds \$ _____ cuts \$ 34,296
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 210Fund 100 - CorporateDepartment Public Works - Commissioner's Office

by striking the following:

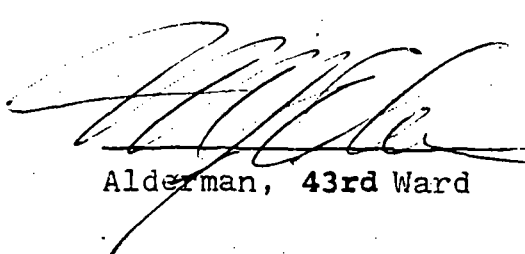
Code

9665	General Commissioner of Public Works	1	\$76,860

And by inserting the following:

Code

9665	Commissioner of Public Works	1	\$73,902

Strike \$ 76,860Insert \$ 73,902adds \$ _____ cuts \$ 2,958
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 210Fund 100 - CorporateDepartment Public Works - Commissioner's Office

by striking the following:

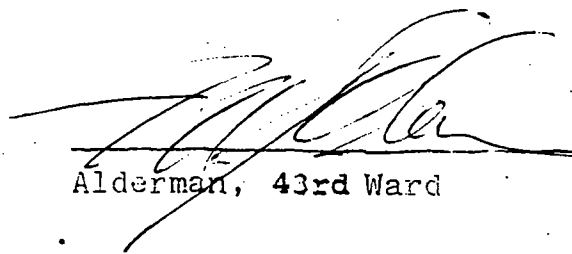
Code

5936	General First Deputy Commissioner of Public Works	1	\$57,204

And by inserting the following:

Code

5936	First Deputy Commissioner of Public Works	1	\$55,000

Strike \$ 57,204Insert \$ 55,000adds \$ _____ cuts \$ 2,204
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 216Fund 100 - CorporateDepartment Public Works - Bureau of Engineering

by striking the following:

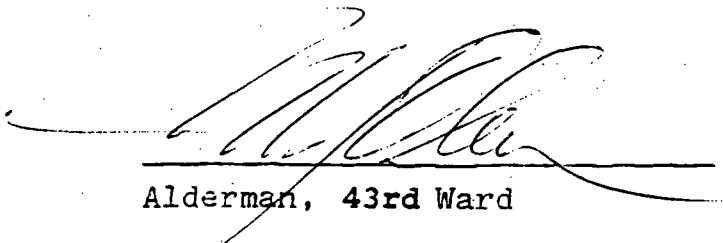
Code

5926	Programs City Engineer	1	\$54,084

And by inserting the following:

Code

5926	City Engineer	1	\$52,000

Strike \$ 54,084Insert \$ 52,000adds \$ _____ cuts \$ 2,084
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 224Fund 100 CorporateDepartment Public Works - Bureau of Architecture

by striking the following:

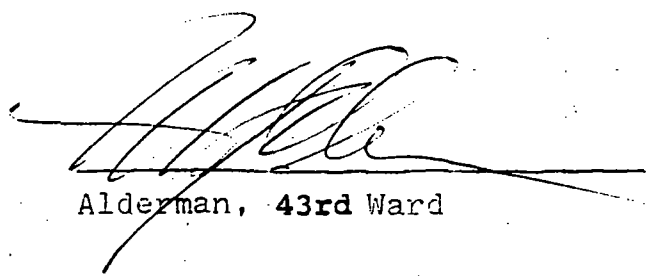
Code

9695	Administration City Architect	1	\$54,084

And by inserting the following:

Code

9694	City Architect	1	\$52,000

Strike \$ 54,084Insert \$ 52,000adds \$ _____ cuts \$ 2,084
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 224Fund 100 - CorporateDepartment Public Works - Bureau of Architecture

by striking the following:

Code

5444	Provision of Architectural Services Assistant City Architect	1	\$48,000

And by inserting the following:

Code

5444	Assistant City Architect	1	\$42,660

Strike \$ 48,000Insert \$ 42,660adds \$ _____ cuts \$ 5,340
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 228Fund 100 - CorporateDepartment Public Works - Bureau of Construction

by striking the following:

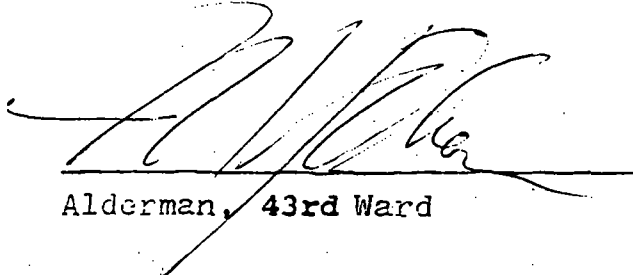
Code

	Contracts		
	Professional		
5657	Chief Construction Engineer	1	\$48,000

And by inserting the following:

Code

5657	Chief Construction Engineer	1	\$43,980

Strike \$ 48,000Insert \$ 43,980adds \$ _____ cuts \$ 4,020
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 230Fund 100 - CorporateDepartment Public Works - Bureau of Construction

by striking the following:

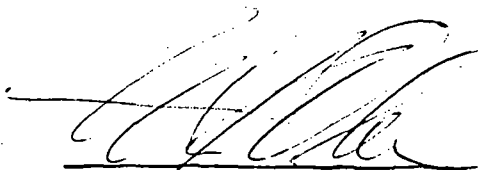
Code

	Architectural	
	Professional	
4516	General Superintendent of Building Repair 1	\$42,468

And by inserting the following:

Code

4516	General Superintendent of Building Repair 1	\$37,380

Strike \$ 42,468Insert \$ 37,380adds \$ _____ cuts \$ 5,088
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 231Fund 100 - CorporateDepartment Public Works - Bureau of Construction

by striking the following:

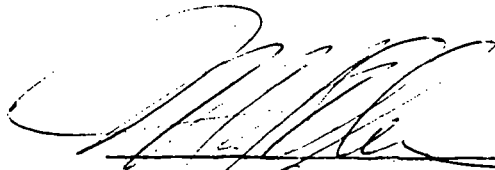
Code

	General		
	Professional		
5657	Chief Construction Engineer	1	\$48,000

And by inserting the following:

Code

5657	Chief Construction Engineer	1	\$43,500

Strike \$ 48,000Insert \$ 43,500adds \$ _____ cuts \$ 4,500
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 234Fund 100 - CorporateDepartment Public Works - Bureau of Buildings Management

by striking the following:

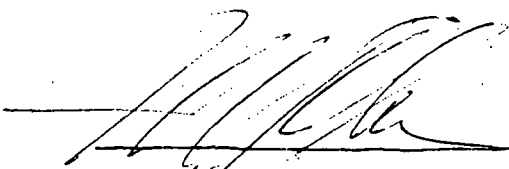
Code

	Administration		
4547	Director of Buildings Management	1	\$48,000

And by inserting the following:

Code

4547	Director of Buildings Management	1	\$42,660

Strike \$ 48,000Insert \$ 42,660adds \$ _____ cuts \$ 4,500
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" _____

Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 236Fund 100 - CorporateDepartment Aviation

by striking the following:

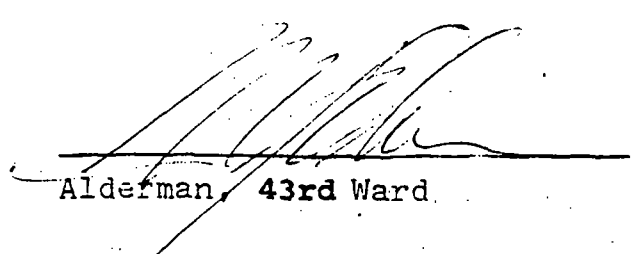
Code

9674	Administration Commissioner of Aviation	1	\$71,400
7092	First Deputy Commissioner of Aviation	1	\$57,204

And by inserting the following:

Code

9674	Commissioner of Aviation	1	\$68,649
7092	First Deputy Commissioner of Aviation	1	\$46,000

Strike \$ 128,604Insert \$ 114,649adds \$ _____ cuts \$ 13,955
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 248Fund 200 - WaterDepartment Water - Commissioner's Office

by striking the following:

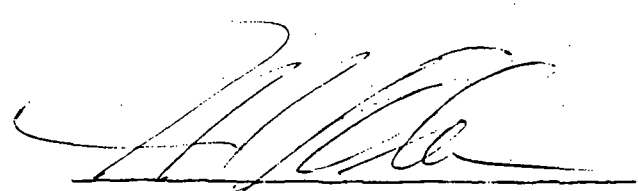
Code

9668	Administration Commissioner of Water	1	\$66,804

And by inserting the following:

Code

9668	Commissioner of Water	1	\$64,236

Strike \$ 66,804Insert \$ 64,236adds \$ _____ cuts \$ 2,568
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 250Fund 200 - WaterDepartment Water - Bureau of Water Service

by striking the following:

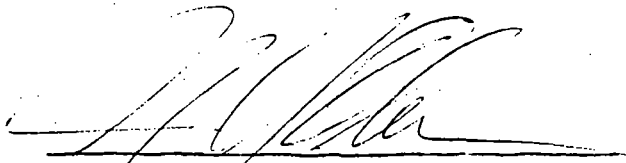
Code

9772	Administration Deputy Commissioner - Water Service	1	\$51,108

And by inserting the following:

Code

9772	Deputy Commissioner - Water Service	1	\$49,144

Strike \$ 51,108Insert \$ 49,144adds \$ _____ cuts \$ 1.964
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 258Fund 200 - Water FundDepartment Water - Bureau of Water Distribution

by striking the following:

Code

	Administrative		
9653	Deputy Commissioner of Water Distribution	1	\$57,144

And by inserting the following:

Code

9653	Deputy Commissioner of Water Distribution	1	\$51,840

Strike \$ 57,144Insert \$ 51,840adds \$ _____ cuts \$ 5,304
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 262Fund 200 - WaterDepartment Water - Bureau of Water Operations

by striking the following:

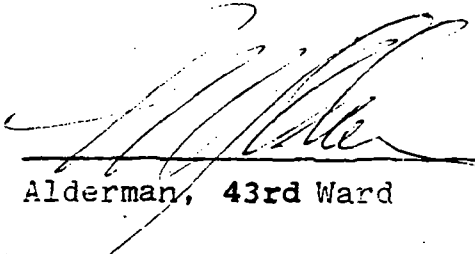
Code

	Administration		
5556	Deputy Commissioner of Water Operations	1	\$57,132

And by inserting the following:

Code

5556	Deputy Commissioner of Water Operations	1	\$54,930

Strike \$ 57,132Insert \$ 54,930adds \$ _____ cuts \$ 2,202
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 280Fund 300 - Vehicle Tax FundDepartment Law

by striking the following:

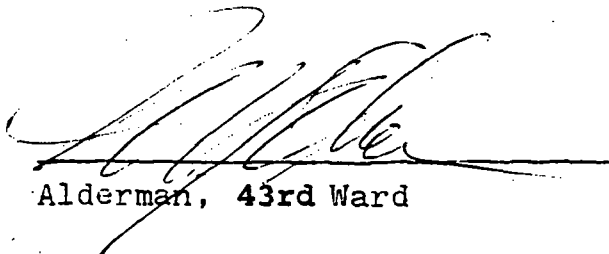
Code

1652	Traffic Enforcement Actions Chief Assistant Corporation Counsel	1	\$49,920

And by inserting the following:

Code

1652	Chief Assistant Corporation Counsel	1	\$48,000

Strike \$ 49,920Insert \$ 48,000adds \$ _____ cuts \$ 1,920
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 283Fund 300 - Vehicle Tax FundDepartment Streets and Sanitation - Bureau of Streets

by striking the following:

Code

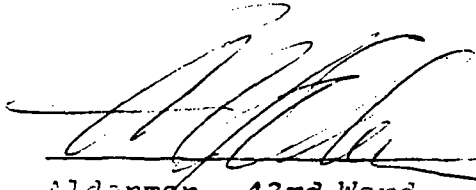
	Administration		
8277	Deputy Commissioner of Streets and Sanitation	1	\$49,360

And by inserting the following:

Code

8277	Deputy Commissioner of Streets and Sanitation	1	\$45,780

	Strike \$	<u>49,360</u>
	Insert \$	<u>45,780</u>
adds \$	<u> </u>	cuts \$ <u>3,580</u>


Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 284Fund 300 - Vehicle Tax FundDepartment Streets and Sanitation - Bureau of Streets

by striking the following:

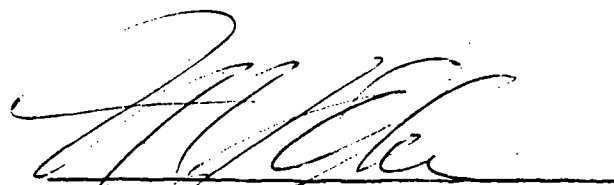
Code

8250	Engineering for Pavement Improvement and Repair Coordinator of Street and Sidewalk Improvements	1	\$42,468

And by inserting the following:

Code

8250	Coordinator of Street and Sidewalk Improvements	1	\$37,380

Strike \$ 42,468Insert \$ 37,380adds \$ _____ cuts \$ 5,088

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 302Fund 314 - SewerDepartment Sewers

by striking the following:

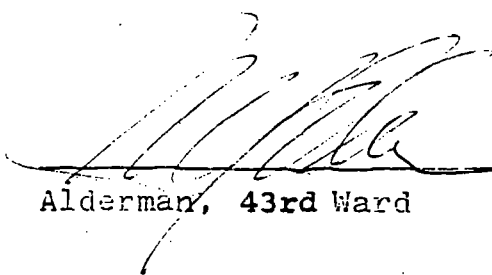
Code

	Commissioner's Office Administration		
5975	Commissioner of Sewers	1	\$66,804
0313	Assistant Commissioner	1	\$42,468

And by inserting the following:

Code

5975	Commissioner of Sewers	1	\$60,034
0313	Assistant Commissioner	1	\$35,856

Strike \$ 109,272Insert \$ 95,890adds \$ _____ cuts \$ 13,382
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 303Fund 314 - SewerDepartment Sewers

by striking the following:

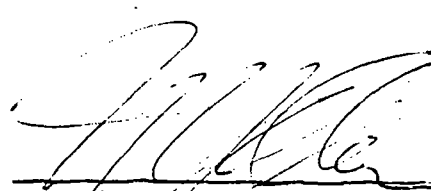
Code

	Sewer Inspections		
5675	Assistant Chief Engineer of Sewers	1	\$45,744

And by inserting the following:

Code

5675	Assistant Chief Engineer of Sewers	1	\$39,072

Strike \$ 45,744Insert \$ 39,072adds \$ _____ cuts \$ 6,672

Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" _____

Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 303Fund 314 - SewerDepartment Sewers

by striking the following:

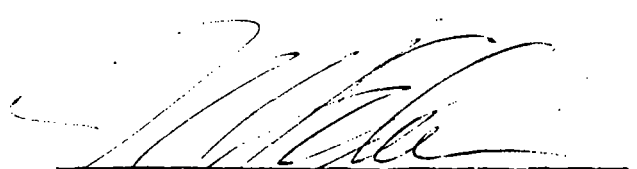
Code

	Sewer Design		
5675	Assistant Chief Engineer of Sewers	1	\$45,744

And by inserting the following:

Code

5674	Assistant Chief Engineer of Sewers	1	\$39,072

Strike \$ 45,744Insert \$ 39,072adds \$ _____ cuts \$ 6,672
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 304Fund 314 - SewerDepartment Sewers

by striking the following:

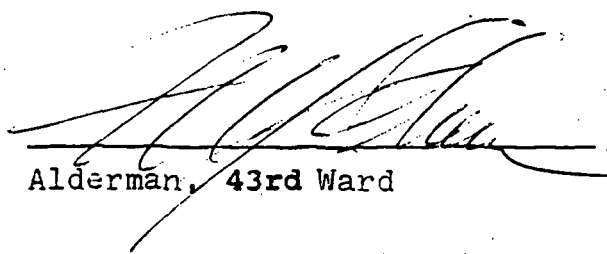
Code

8356	Repair of Sewers Superintendent of Sewer Repairs	1	\$42,468

And by inserting the following:

Code

8356	Superintendent of Sewer Repairs	1	\$39,500

Strike \$ 42,468Insert \$ 39,500adds \$ _____ cuts \$ 2,968
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" _____

Salary Freeze

Motion to amend the Appropriation Ordinance for 1982 at:

Page 310Fund 346 - Library Fund - Maintenance and OperationDepartment Library Fund - Maintenance and Operation - Chicago Public Library

by striking the following:

Code

9861	Administration Commissioner of Chicago Public Library	1	\$53,892
9862	Deputy Commissioner of Chicago Public Library	1	\$45,348

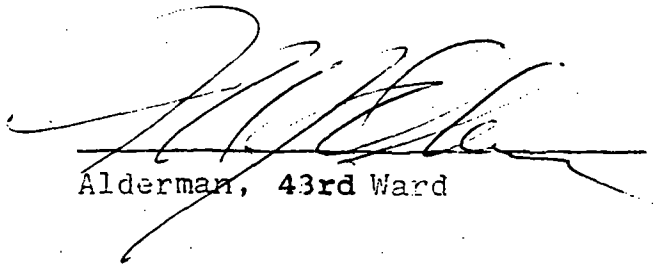
And by inserting the following:

Code

9861	Commissioner of Chicago Public Library	1	\$51,820
9862	Deputy Commissioner of Chicago Public Library	1	\$43,596

Strike \$ 99,240Insert \$ 95,4163,824

adds \$ _____ cuts \$ _____


Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

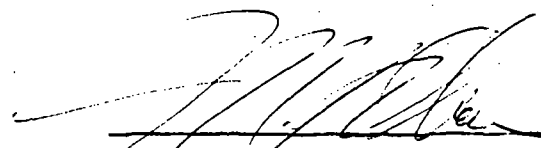
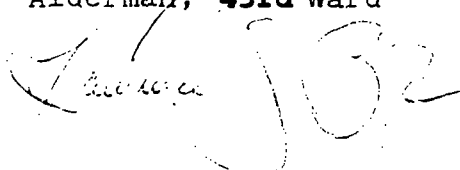
Page 13Fund 100 - Corporate FundDepartment Office of the Mayor

by striking the following:

Code

9637	Administrative Assistant	1	\$81,000
9637	Administrative Assistant	1	\$72,804
9637	Administrative Assistant	1	\$65,004

And by inserting the following:

CodeStrike \$ 218,808Insert \$ -0-adds \$ -0- cuts \$ 218,808
Alderman, **43rd Ward**


AMENDMENT# _____ "TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

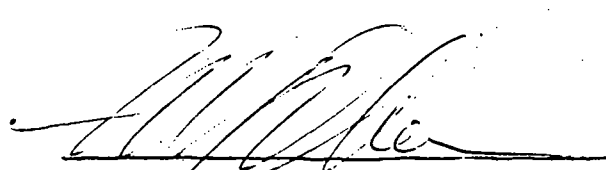
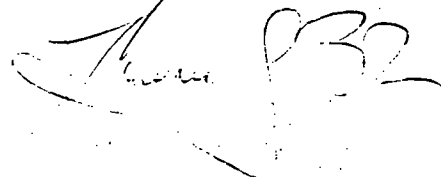
Page 14Fund 100 - CorporateDepartment Office of the Mayor

by striking the following:

Code

9616 Assistant Press Secretary 1 \$40,644

And by inserting the following:

CodeStrike \$ 40,644Insert \$ -0-adds \$ -0- cuts \$ 40,644
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

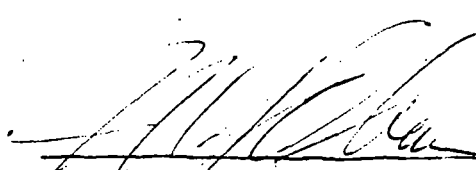
Page 18Fund 100 -CorporateDepartment Office of Budget and Management

by striking the following:

Code

9656 Deputy Budget Director 1 \$60,000

And by inserting the following:

CodeStrike \$ 60,000Insert \$ -0-adds \$ -0- cuts \$ 60,000
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

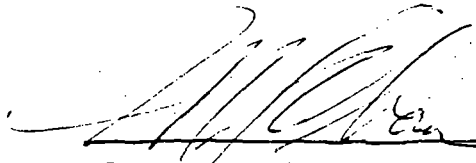
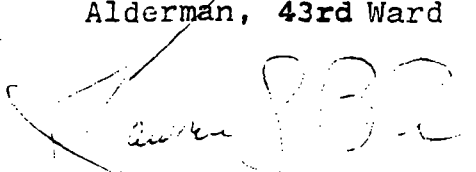
Page 46Fund 100 - CorporateDepartment Dept. of Finance - City Comptroller

by striking the following:

Code

0211 Managing Deputy Comptroller-Accounting 1 \$48,888

And by inserting the following:

CodeStrike \$ 48,888Insert \$ -0-adds \$ _____ cuts \$ 48,888
Alderman, 43rd Ward
832

AMENDMENT# _____

"TITLE" Position Elimination

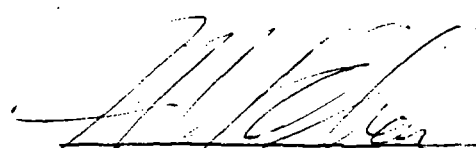
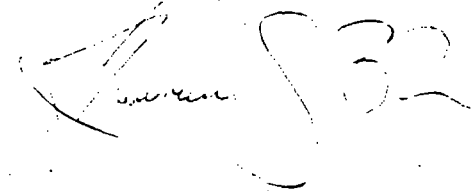
Motion to amend the Appropriation Ordinance for 1982 at:

Page 48Fund 100 - CorporateDepartment Dept. of Finance - City Comptroller

by striking the following:

<u>Code</u>			
0155	Assistant Supervisor of Disbursements	1	\$23,364
0253	Assistant Comptroller-Payroll	1	\$31,236

And by inserting the following:

CodeStrike \$ 54,600Insert \$ -0-adds \$ _____ cuts \$ 54,600
Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

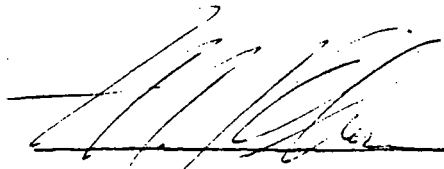
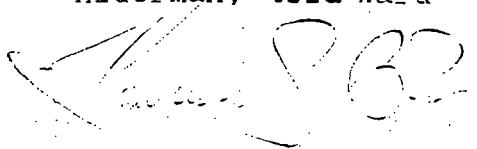
Page 50Fund 100 - CorporateDepartment Dept. of Finance - City Comptroller

by striking the following:

Code

0212 Managin Deputy Comptroller-Revenue 1 \$50,364

And by inserting the following:

CodeStrike \$ 50,364Insert \$ -0-adds \$ _____ cuts \$ 50,364
Alderman, 43rd Ward


AMENDMENT# _____ "TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

Page 152Fund 100 - CorporateDepartment Fire

by striking the following:

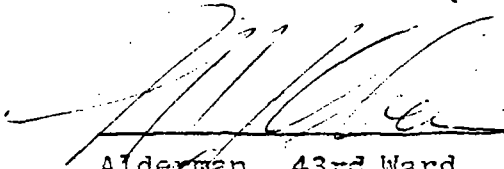
Code

9703	Administration First Deputy Fire Commissioner-Operations	1	\$78,600

And by inserting the following:

Code

Strike \$	<u>78,600</u>
Insert \$	<u>-0-</u>

adds \$ _____ cuts \$ 78,600
Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

Page 164Fund 100 - CorporateDepartment Inspectional Services

by striking the following:

Code

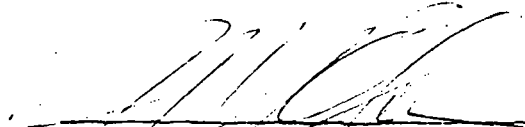
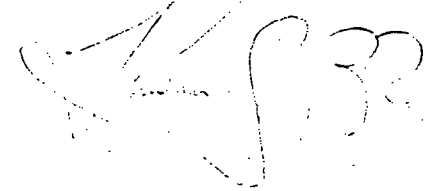
0313

Assistant Commissioner

1

\$43,680

And by inserting the following:

CodeStrike \$ 43,680Insert \$ -0-adds \$ _____ cuts \$ 43,680
Alderman, 43rd Ward


AMENDMENT# _____ "TITLE" Position Elimination

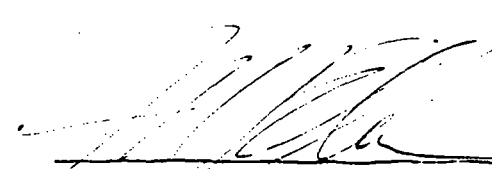
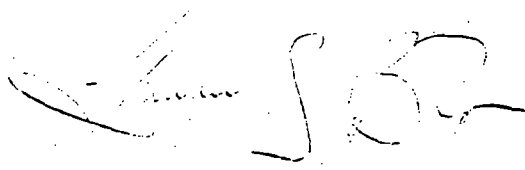
Motion to amend the Appropriation Ordinance for 1982 at:

Page 183Fund 100 - CorporateDepartment Streets and Sanitation - Commissioner's Office

by striking the following:

<u>Code</u>			
8275	Administration First Deputy Commissioner of Streets and Sanitation	1	\$65,000
8277	Deputy Commissioner of Streets and Sanitation	1	\$52,608
0313	Assistant Commissioner	1	\$44,364

And by inserting the following:

CodeStrike \$ 161,972Insert \$ -0-adds \$ _____ cuts \$ 161,972
Alderman, 43rd Ward


AMENDMENT# _____ "TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

Page 228

Fund 100 - Corporate

Department Public Works - Bureau of Construction

by striking the following:

Code

5938 Deputy Commissioner of Public Works 1 \$57,204

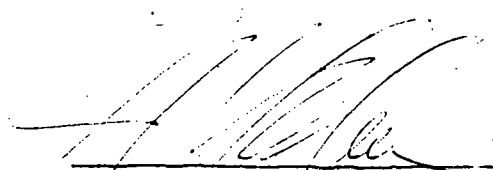
And by inserting the following:

Code

Strike \$ 57,204

Insert \$ -0-

adds \$ _____ cuts \$ 57,204


Alderman, 43rd Ward

AMENDMENT# _____ "TITLE" Position Elimination

Motion to amend the Appropriation Ordinance for 1982 at:

Page 284Fund 300 - Vehicle TaxDepartment Streets and Sanitation - Bureau of Streets

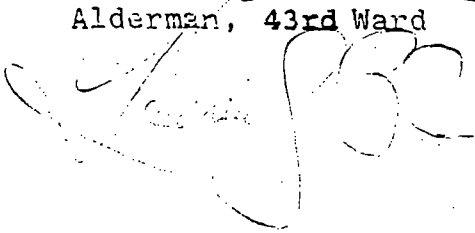
by striking the following:

Code

8250	Engineering for Pavement Improvement and Repair Coordinator of Street and Sidewalk Improvements	1	\$38,880

And by inserting the following:

CodeStrike \$ 38,880Insert \$ -0-adds \$ _____ cuts \$ 38,880

Alderman, 43rd Ward


AMENDMENT# _____

"TITLE" Position Demotion

Motion to amend the Appropriation Ordinance for 1982 at:

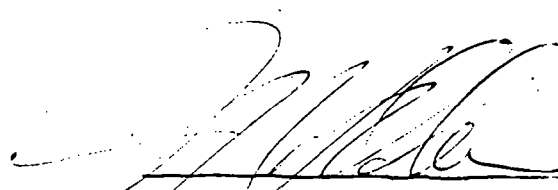
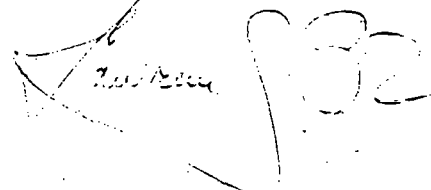
Page 60Fund 100 - CorporateDepartment Personnel

by striking the following:

<u>Code</u>			
1375	Employment Services Deputy Commissioner of Personnel	1	44,376

And by inserting the following:

<u>Code</u>			
1322	Manager of Examination Services	1	35,772

Strike \$ 44,376Insert \$ 35,772adds \$ _____ cuts \$ 8,604
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Position Demotion

Motion to amend the Appropriation Ordinance for 1982 at:

Page 160Fund 100 - CorporateDepartment Zoning

by striking the following:

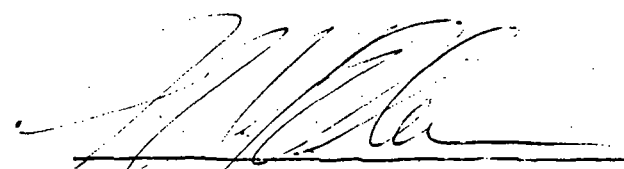
Code

9654	Zoning Administrator	1	\$45,744

And by inserting the following:

Code

9654	Zoning Administrator	1	\$37,380

Strike \$ 45,744Insert \$ 37,380adds \$ _____ cuts \$ 8.364
Alderman, 43rd Ward

AMENDMENT# _____

"TITLE" Position Demotion

Motion to amend the Appropriation Ordinance for 1982 at:

Page 208Fund 100 - CorporateDepartment Streets and Sanitation - Bureau of Forestry

by striking the following:

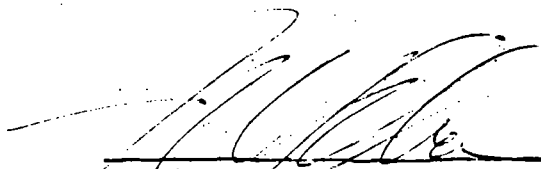
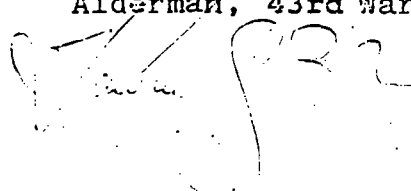
Code

7926	Operations Superintendent of Forestry	1	\$37,212

And by inserting the following:

Code

7927	Assistant Superintendent of Forestry	1	\$32,772

Strike \$ 37,212Insert \$ 32,772adds \$ _____ cuts \$ 4,440
Alderman, 43rd Ward


AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1982 at :

Page 242Fund CorporateDepartment Finance - General

by striking the following:

Code

9112.801 For the analysis and implementation of
improvements in departmental operations
and management and personnel practices and
controls: to be expended under the direc-
tion of the Mayor

\$400,000

and by inserting the following:

Code

9112.801 For the analysis and implementation of
improvements in departmental operations
and management and personnel practices
and controls: to be expended under the
direction of the City Council

\$400,000

William H. H. [unclear] 132 81
Deirdre J. [unclear] 491
[unclear] 43
Barbara E. Davis 29

52 AMENDMENT _____

In 1981
Finance
R12 ①

Motion to amend the Appropriation Ordinance for 1982 at :

Page 242Fund CorporateDepartment Finance - General

by striking the following:

Code

9112.812 For a study to review the operations
of the Chicago Board of Education to
identify cost reduction opportunities \$200,000

and by inserting the following:

Code

9112.812 For a study to review the operations
of the City of Chicago to identify
cost reduction opportunities to be
expended at the direction of the
City Council \$200,000

2000 Budget / 1983 (15)
D. J. O. 41
B. J. O. 43
B. J. O. 29

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1982 at :

Page 307Fund SewerDepartment Finance - General

by striking the following:

Code

9112.801 Expenses of investigations by Committee
on Finance \$55,000

and by inserting the following:

Code

9112.801 Expenses on investigations by Committee
on Finance \$30,000

William H. ...
James B. ...
Paul ... 49
... 43
Randy L. Davis 29

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1982 at :

Page 273Fund WaterDepartment Finance - General

by striking the following:

Code9112.801 Expenses of Investigations by Committee
on Finance

\$320,000

and by inserting the following:

Code9112.801 Expenses of Investigations by Committee
on Finance

\$235,000

Handwritten notes and signatures:
subcom (B) (S)
David C. 49
43
Dennis E. Davis 29

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 112Fund 100-CorporateDepartment Human Services

by striking the following:

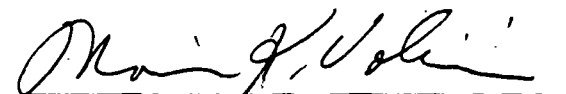
Code

3450.245 Re-imbursement to Travelers \$ 13,000

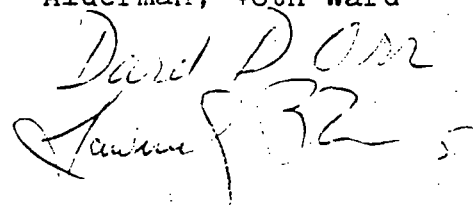
And by inserting the following:

Code

3450.245 Re-imbursement to Travelers \$ 3,250

Strike \$ 13,000Insert \$ 3,250adds \$ _____ cuts \$ 9,750

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 110Fund 100-CorporateDepartment Office for Senior Citizens and Handicapped

by striking the following:

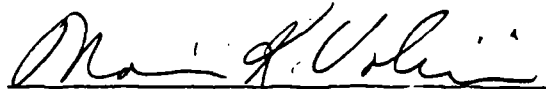
Code

3420.245 Re-imbursement to Travelers \$ 4,000

And by inserting the following:

Code

3420.245 Re-imbursement to Travelers \$ 2,000

Strike \$ 4,000Insert \$ 2,000adds \$ _____ cuts \$ 2,000

Alderman, 48th Ward

David H. Orr 49
Liam J. Burns 5

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 109Fund 100-CorporateDepartment Commission on Human Relations

by striking the following:

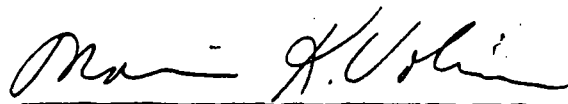
Code

3410.245 Re-imbursement to Travelers \$ 350

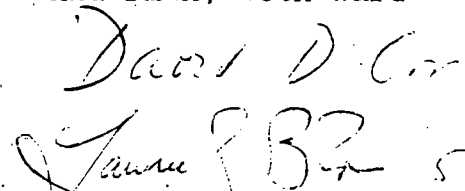
And by inserting the following:

Code

3410.245 Re-imbursement to Travelers \$ 175

Strike \$ 350Insert \$ 175adds \$ _____ cuts \$ 175

Alderman, 48th Ward


David D. Cook
Jan 7 1982

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 76Fund 100-CorporateDepartment Health

by striking the following:

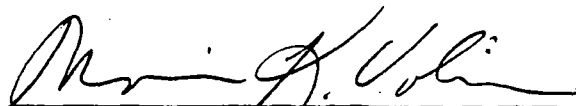
Code

3110.245 Re-imbursement to Travelers \$ 17,000

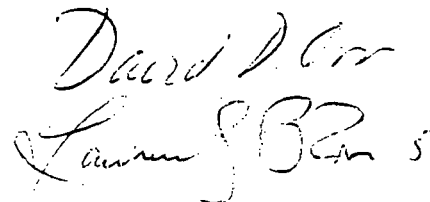
And by inserting the following:

Code

3110.245 Re-imbursement to Travelers \$ 4,250

Strike \$ 17,000Insert \$ 4,250adds \$ _____ cuts \$ 12,750

Alderman, 48th Ward


Laurie J. Orr 5

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 71Fund 100-CorporateDepartment Board of Election Commissioners

by striking the following:

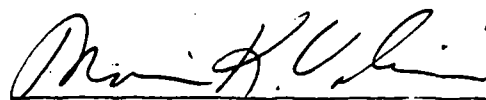
Code

1910.245 Re-imbusement to Travelers \$ 15,000

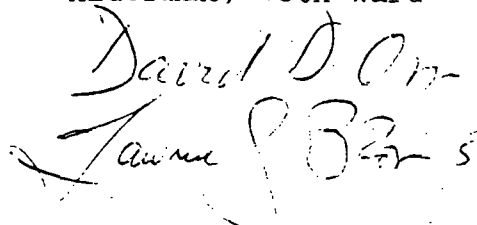
And by inserting the following:

Code

1910.245 Re-imbusement to Travelers \$ 3,750

Strike \$ 15,000Insert \$ 3,750adds \$ _____ cuts \$ 11,250

Alderman, 48th Ward


David D. Orr
January 8, 1982

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 69Fund 100- CorporateDepartment Graphics and Reproduction Center

by striking the following:

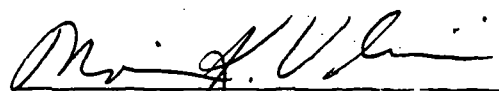
Code

1840.245 Re-imbursement to Travelers \$ 2,000

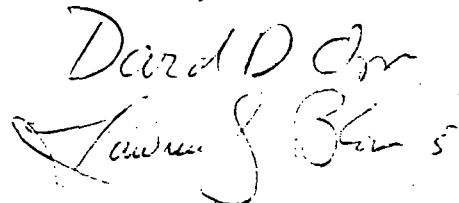
And by inserting the following:

Code

1840.245 Re-imbursement to Travelers \$ 1,000

Strike \$ 2,000Insert \$ 1,000adds \$ _____ cuts \$ 1,000

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 59Fund 100-CorporateDepartment Personnel

by striking the following:

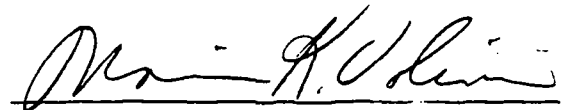
Code

1710.245 Re-imbursement to Travelers \$ 6,000

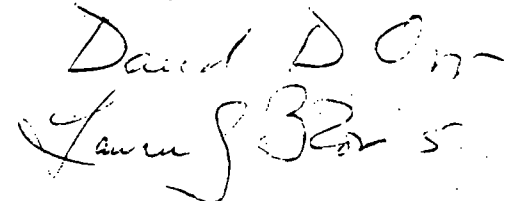
And by inserting the following:

Code

1710.245 Re-imbursement to Travelers \$ 3,000

Strike \$ 6,000Insert \$ 3,000adds \$ _____ cuts \$ 3,000

Alderman, 48th Ward


David D Orr
Lawrence J. Orr

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 55Fund 100-CorporateDepartment Law

by striking the following:

Code

1610.245 Re-imbursement to Travelers \$ 20,000

And by inserting the following:

Code

1610.245 Re-imbursement to Travelers \$ 10,000

Strike \$ 20,000Insert \$ 10,000adds \$ _____ cuts \$ 10,000

Alderman, 48th Ward

David P Carr
Law 9325

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 53Fund 100-CorporateDepartment City Treasurer

by striking the following:

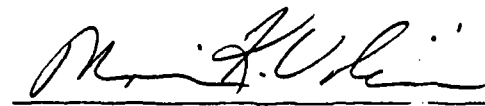
Code

1530.245 Re-imbusement to Travelers \$ 5,250

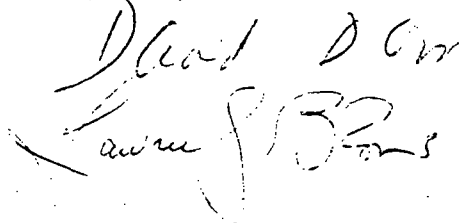
And by inserting the following:

Code

1530.245 Re-imbusement to Travelers \$ 1,312

Strike \$ 5,250Insert \$ 1,312adds \$ _____ cuts \$ 3,938

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 44Fund 100-CorporateDepartment Finance - City Comptroller

by striking the following:

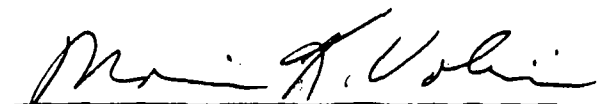
Code

1500.245 Re-imbursement to Travelers \$ 20,000

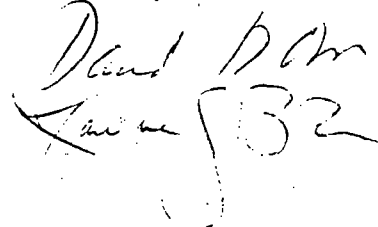
And by inserting the following:

Code

1500.245 Re-imbursement to Travelers \$ 10,000

Strike \$ 20,000Insert \$ 10,000adds \$ _____ cuts \$ 10,000

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 41Fund 100-CorporateDepartment Chicago Council on Fine Arts

by striking the following:

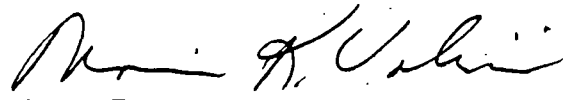
Code

1340.245 Re-imbursement to Travelers \$ 5,000

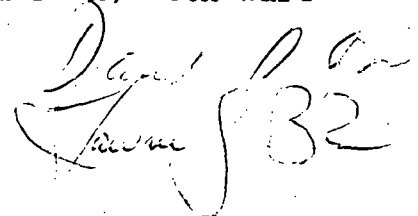
And by inserting the following:

Code

1340.245 Re-imbursement to Travelers \$ 1,250

Strike \$ 5,000Insert \$ 1,250adds \$ _____ cuts \$ 3,750

Alderman, 48th Ward


32

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 40Fund 100-CorporateDepartment Housing

by striking the following:

Code

1330.245 Re-imbursement to Travelers \$ 3,500

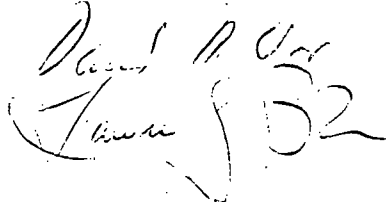
And by inserting the following:

Code

1330.245 Re-imbursement to Travelers \$ 875

Strike \$ 3,500Insert \$ 875adds \$ _____ cuts \$ 1,625

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 37Fund 100-CorporateDepartment Planning

by striking the following:

Code

1310.245 Re-imbursement to Travelers \$ 5,000

And by inserting the following:

Code

1310.245 Re-imbursement to Travelers \$ 2,500

Strike \$ 5,000Insert \$ 2,500adds \$ _____ cuts \$ 2,500

Don H. Volin
Alderman, 48th Ward

Don H. Volin
Lawrence J. B. 32

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 36Fund 100-CorporateDepartment Municipal Reference Library

by striking the following:

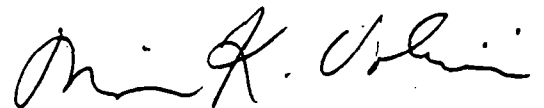
Code

1290.245 Re-imbursement to Travelers \$ 4,400

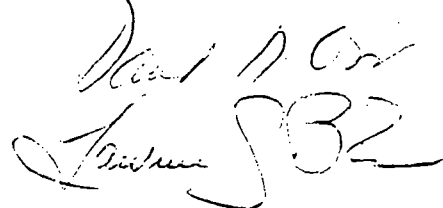
And by inserting the following:

Code

1290.245 Re-imbursement to Travelers \$ 1,100

Strike \$ 4,400Insert \$ 1,100adds \$ _____ cuts \$ 3,300

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 35Fund 100- CorporateDepartment City Council Legislative Reference Bureau

by striking the following:

Code

1280.245 Re-imbursement to Travelers \$ 4,000

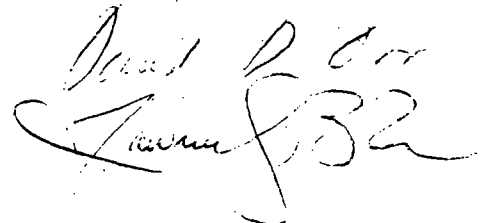
And by inserting the following:

Code

1280.245 Re-imbursement to Travelers \$ 1,000

Strike \$ 4,000Insert \$ 1,000adds \$ _____ cuts \$ 3,000

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 26Fund 100- CorporateDepartment Neighborhoods

by striking the following:

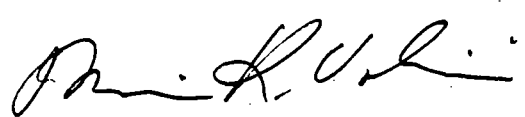
Code

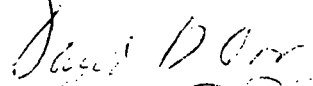
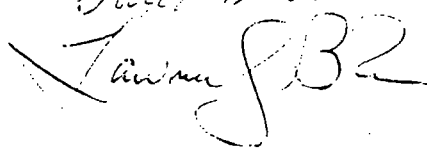
1180.245 Re-imbusement to Travelers \$ 500

And by inserting the following:

Code

1180.245 Re-imbusement to Travelrs \$ 250

Strike \$ 500Insert \$ 250adds \$ _____ cuts \$ 250

Alderman, 48th Ward


AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 13Fund 100-CorporateDepartment Office of the Mayor

by striking the following:

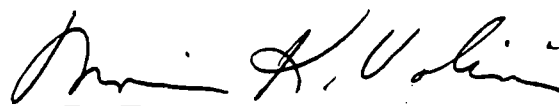
Code

1110.245 Re-imbursement to Travelers \$35,000

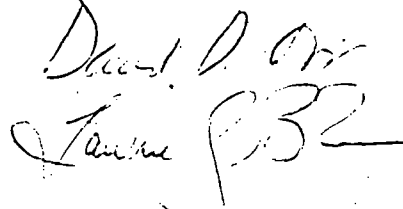
And by inserting the following:

Code

1110.245 Re-imbursement to Travelers \$17,500

Strike \$ 35,000Insert \$ 17,500adds \$ _____ cuts \$ 17,500

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 15Fund 100-CorporateDepartment Mayor's Office of Special Events

by striking the following:

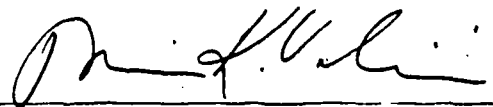
Code

1116.245 Re-imbursement to Travelers \$ 2500

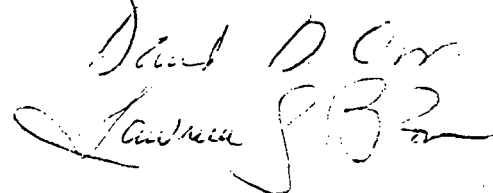
And by inserting the following:

Code

1116.245 Re-imbursement to Travelers \$ 1250

Strike \$ 2500Insert \$ 1250adds \$ _____ cuts \$ 1250

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 16Fund 100-CorporateDepartment Office of Municipal Investigations

by striking the following:

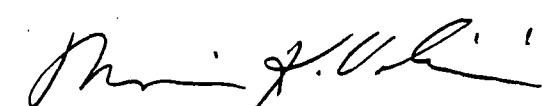
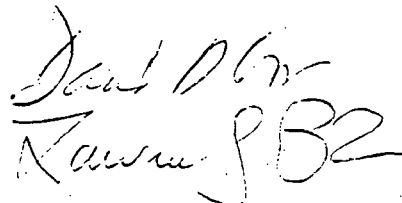
Code

1120.245 Re-imbursement to Travelers \$ 25,000

And by inserting the following:

Code

1120.245 Re-imbursement to Travelers \$ 6,250

Strike \$ 25,000Insert \$ 6,250adds \$ _____ cuts \$ 18,750
Alderman, 48th Ward
James B2

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 18Fund 100- CorporateDepartment Office of Budget and Management

by striking the following:

Code

1120.245 Re-imbursement to Travelers \$ 4,000

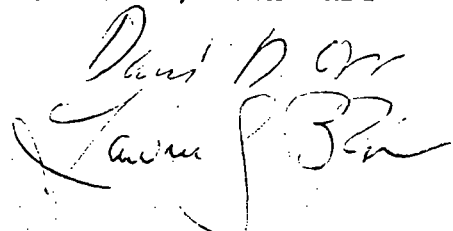
And by inserting the following:

Code

1120.245 Re-imbursement to Travelrs \$ 2,000

Strike \$ 4,000
Insert \$ 2,000adds \$ _____ cuts \$ 2,000

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 24Fund 100-CorporateDepartment Economic Development

by striking the following:

Code

1170.245 Re-imbursement to Travelers \$ 10,000

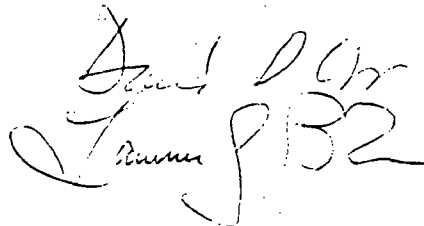
And by inserting the following:

Code

1170.245 Re-imbursement to Travelers \$ 5,000

Strike \$ 10,000Insert \$ 5,000adds \$ _____ cuts \$ 5,000

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 248Fund 200-WaterDepartment Water - Commissioner's Office

by striking the following:

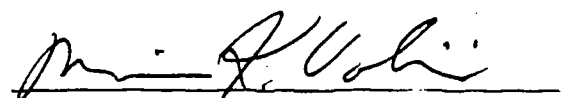
Code

8110.245 Re-imbursement to Travelers \$ 6,000

And by inserting the following:

Code

8110.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 6,000Insert \$ 1,500adds \$ _____ cuts \$ 4,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 342Fund 762-Chicago-O'Hare International Airport Parking RevenueDepartment Aviation

by striking the following:

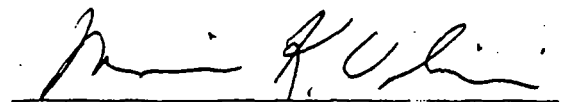
Code

8660.245 Re-imbursement to Travelers \$ 1,500

And by inserting the following:

Code

8660.245 Re-imbursement to Travelers \$ 375

Strike \$ 1,500Insert \$ 375adds \$ _____ cuts \$ 1,125

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 334Fund 740-Chicago-O'Hare International Airport RevenueDepartment Aviation

by striking the following:

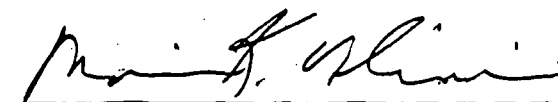
Code

8654.245 Re-imbusement to Travelers \$ 20,000

And by inserting the following:

Code

8654.245 Re-imbusement to Travelers \$ 5,000

Strike \$ 20,000Insert \$ 5,000adds \$ _____ cuts \$ 15,000

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 331Fund 701-Calumet Skyway Toll Bridge RevenueDepartment Public Works - Operation of Calumet Skyway Toll Bridge

by striking the following:

Code

6270.245 Re-imbursement to Travelers \$ 900

And by inserting the following:

Code

6270.245 Re-imbursement to Travelers \$ 450

Strike \$ 900Insert \$ 450adds \$ _____ cuts \$ 450

Alderman, 48th Ward

AMENDMENT# _____ "TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 310Fund 346-Library - Maintenance and OperationDepartment Chicago Public Library

by striking the following:

Code

7110.245 Re-imbursement to Travelers \$ 9,000

And by inserting the following:

Code

7110.245 Re-imbursement to Travelers \$ 2,250

Strike \$ 9,000Insert \$ 2,250adds \$ _____ cuts \$ 6,750

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 301Fund 314-SewerDepartment Sewers

by striking the following:

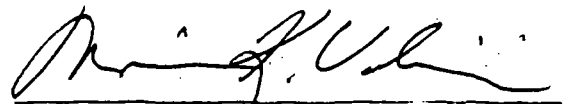
Code

8410.245 Re-imbursement to Travelers \$ 1,000

And by inserting the following:

Code

8410.245 Re-imbursement to Travelers \$ 500

Strike \$ 1,000Insert \$ 500adds \$ _____ cuts \$ 500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 292Fund 300-Vehicle TaxDepartment Streets & Sanitation - Bureau of Street Traffic

by striking the following:

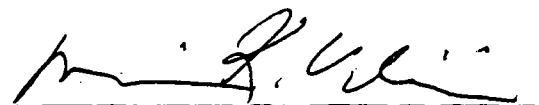
Code

5510.245 Re-imbusement to Travelers \$ 3,500

And by inserting the following:

Code

5510.245 Re-imbusement to Travelers \$ 875

Strike \$ 3,500Insert \$ 875adds \$ _____ cuts \$ 2,625

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 282Fund 300-Vehicle TaxDepartment Streets & Sanitation - Bureau of Streets

by striking the following:

Code

5210.245 Re-imbursement to Travelers \$ 5,000

And by inserting the following:

Code

5210.245 Re-imbursement to Travelers \$ 1,250

Strike \$ 5,000Insert \$ 1,250adds \$ _____ cuts \$ 3,750

Alderman, 48th Ward

AMENDMENT# _____ "TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 277Fund 300-Vehicle TaxDepartment City Clerk

by striking the following:

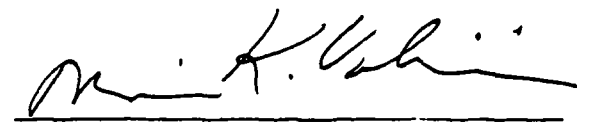
Code

1410.245 Re-imbursement to Travelers \$ 3,000

And by inserting the following:

Code

1410.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 3,000Insert \$ 1,500adds \$ _____ cuts \$ 1,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 262Fund 200-WaterDepartment Water - Bureau of Water Operations

by striking the following:

Code

8310.245 Re-imbursement to Travelers \$ 6,000

And by inserting the following:

Code

8310.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 6,000Insert \$ 1,500adds \$ _____ cuts \$ 4,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 257Fund 200-WaterDepartment Water - Bureau of Water Distribution

by striking the following:

Code

8270.245 Re-imbursement to Travelers \$ 4,000

And by inserting the following:

Code

8270.245 Re-imbursement to Travelers \$ 1,000

Strike \$ 4,000Insert \$ 1,000adds \$ _____ cuts \$ 3,000

Alderman, 48th Ward

AMENDMENT# _____ "TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 247Fund 200-WaterDepartment Public Works - Bureau of Engineering

by striking the following:

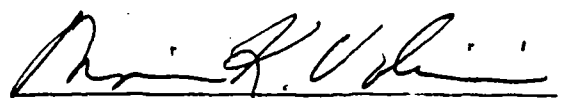
Code

6225.245 Re-imbursement to Travelers \$ 750

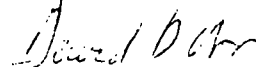
And by inserting the following:

Code

6225.245 Re-imbursement to Travelers \$ 375

Strike \$ 750Insert \$ 375adds \$ _____ cuts \$ 375

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 245Fund 200-WaterDepartment Purchases, Contracts, and Supplies

by striking the following:

Code

1810.245 Re-imbursement to Travelers \$ 9,500

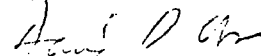
And by inserting the following:

Code

1810.245 Re-imbursement to Travelers \$ 750

Strike \$ 9,500Insert \$ 750adds \$ _____ cuts \$ 8,750

Alderman, 48th Ward



AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 236Fund 100-CorporateDepartment Aviation

by striking the following:

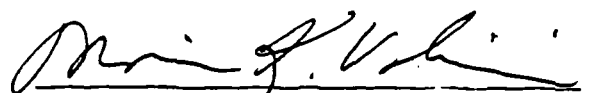
• Code

8611.245 Re-imbursement to Travelers \$ 6,000

And by inserting the following:

Code

8611.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 6,000Insert \$ 1,500adds \$ _____ cuts \$ 4,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 233Fund 100-CorporateDepartment Public Works - Bureau of Building Management

by striking the following:

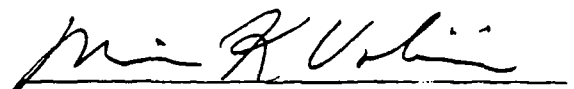
Code

6430.245 Re-imbursement to Travelers \$ 800

And by inserting the following:

Code

6430.245 Re-imbursement to Travelers \$ 200

Strike \$ 800Insert \$ 200adds \$ _____ cuts \$ 600

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 224Fund 100-CorporateDepartment Public Works - Bureau of Architecture

by striking the following:

Code

6410.245 Re-imbursement to Travelers \$ 2,500

And by inserting the following:

Code

6410.245 Re-imbursement to Travelers \$ 625

Strike \$ 2,500Insert \$ 625adds \$ _____ cuts \$ 1,875
Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 223Fund 100-CorporateDepartment Public Works - Bureau of Maps and Plats

by striking the following:

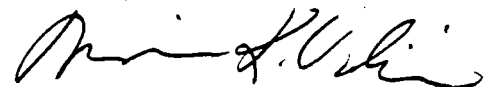
Code

6310.245 Re-imbursement to Travelers \$ 3,000

And by inserting the following:

Code

6310.245 Re-imbursement to Travelrs \$ 750

Strike \$ 3,000Insert \$ 750adds \$ _____ cuts \$ 2,250

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 216Fund 100-CorporateDepartment Public Works - Bureau of Engineering

by striking the following:

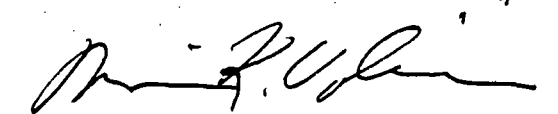
Code

6210.245 Re-imbusement to Travelers \$ 25,000

And by inserting the following:

Code

6210.245 Re-imbusement to Travelers \$ 6,250

Strike \$ 25,000Insert \$ 6,250adds \$ _____ cuts \$ 18,750

Alderman, 48th Ward

AMENDMENT# _____ "TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 214Fund 100-CorporateDepartment Public Works - Bureau of Transportation Planning and Programming

by striking the following:

Code

6150.245 Re-imbursement to Travelers \$ 600

And by inserting the following:

Code

6150.245 Re-imbursement to Travelers \$ 300

Strike \$ 600Insert \$ 300adds \$ _____ cuts \$ 300

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 212Fund 100-CorporateDepartment Public Works - Administration

by striking the following:

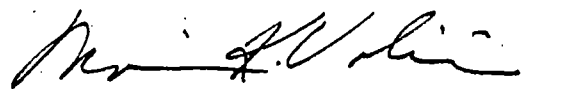
Code

6120.245 Re-imbursement to Travelers \$ 4,000

And by inserting the following:

Code

6120.245 Re-imbursement to Travelers \$ 2,000

Strike \$ 4,000Insert \$ 2,000adds \$ _____ cuts \$ 2,000

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 210Fund 100-CorporateDepartment Public Works - Commissioner's Office

by striking the following:

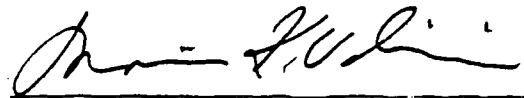
Code

6110.245 Re-imbursement to Travelers \$ 6,000

And by inserting the following:

Code

6110.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 6,000Insert \$ 1,500adds \$ _____ cuts \$ 4,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 207Fund 100-CorporateDepartment Streets & Sanitation - Bureau of Forestry, Parkways, and
Beautification

by striking the following:

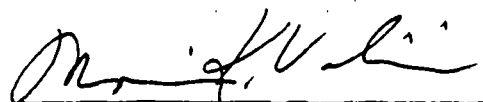
Code

5810.245 Re-imbursement to Travelers \$ 10,000

And by inserting the following:

Code

5810.245 Re-imbursement to Travelers \$ 2,500

Strike \$ 10,000Insert \$ 2,500adds \$ _____ cuts \$ 7,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 205Fund 100-CorporateDepartment Streets & Sanitation - Bureau of Parking

by striking the following:

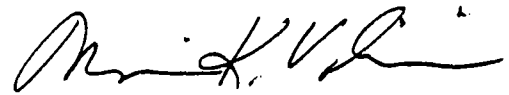
Code

5710.245 Re-imbursement to Travelers \$ 1,000

And by inserting the following:

Code

5710.245 Re-imbursement to Travelers \$ 250

Strike \$ 1,000Insert \$ 245adds \$ _____ cuts \$ 755

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 201Fund 100-CorporateDepartment Streets & Sanitation - Bureau of Equipment Service

by striking the following:

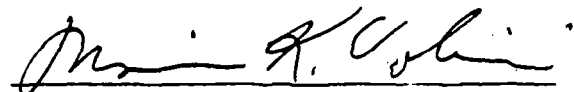
Code

5610.245 Re-imbursement to Travelers \$ 3,500

And by inserting the following:

Code

5610.245 Re-imbursement to Travelers \$ 875

Strike \$ 3,500Insert \$ 875adds \$ _____ cuts \$ 1,625

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 188Fund 100-CorporateDepartment Streets & Sanitation - Bureau of Sanitation

by striking the following:

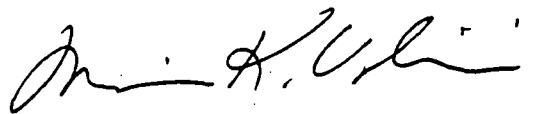
Code

5310.245 Re-imbursement to Travelers \$ 5,000

And by inserting the following:

Code

5310.245 Re-imbursement to Travelers \$ 1,250

Strike \$ 5,000Insert \$ 1,250adds \$ _____ cuts \$ 3,750

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 183Fund 100-CorporateDepartment Streets & Sanitation - Commissioner's Office

by striking the following:

Code

5110.245 Re-imbursement to Travelers \$ 3,000

And by inserting the following:

Code

5110.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 3,000Insert \$ 1,500adds \$ _____ cuts \$ 1,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 179Fund 100-CorporateDepartment Commission on Animal Care and Control

by striking the following:

Code

4710.245 Re-imbursement to Travelers \$ 3,000

And by inserting the following:

Code

4710.245 Re-imbursement to Travelers \$ 1,500

Strike \$ 3,000Insert \$ 1,500adds \$ _____ cuts \$ 1,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 173Fund 100-CorporateDepartment Consumer Services

by striking the following:

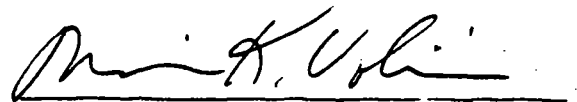
Code

4510.245 Re-imbursement to Travelers \$ 4,000

And by inserting the following:

Code

4510.245 Re-imbursement to Travelers \$ 2,000

Strike \$ 4,000Insert \$ 2,000adds \$ _____ cuts \$ 2,000

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 163Fund 100-CorporateDepartment Inspectional Services

by striking the following:

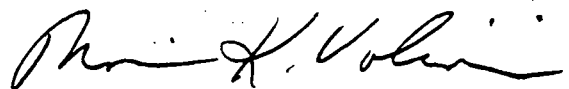
Code

4410.245 Re-imbursement to Travelers \$ 5,000

And by inserting the following:

Code

4410,245 Re-imbursement to Travelers \$ 2,500

Strike \$ 5,000Insert \$ 2,500adds \$ _____ cuts \$ 2,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 162Fund 100-CorporateDepartment Commission on Chicago Historical and Architectural Landmarks

by striking the following:

Code

4350.245 Re-imbusement to Travelers \$ 1,500

And by inserting the following:

Code

4350.245 Re-imbusement to Travelers \$ 375

Strike \$ 1,500Insert \$ 375adds \$ _____ cuts \$ 1,125

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 151Fund 100-CorporateDepartment Fire

by striking the following:

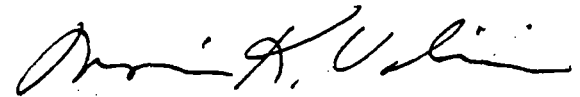
Code

4210.245 Re-imbursement to Travelers \$ 10,000

And by inserting the following:

Code

4210.245 Re-imbursement to Travelers \$ 5,000

Strike \$ 10,000Insert \$ 5,000adds \$ _____ cuts \$ 5,000

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 118Fund 100-CorporateDepartment Police

by striking the following:

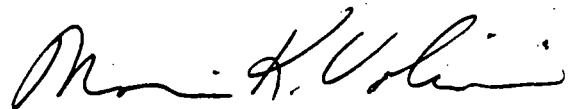
Code

4110.245 Re-imbusement to Travelers \$ 69,000

And by inserting the following:

Code

4110.245 Re-imbusement to Travelers \$ 34,500

Strike \$ 69,000Insert \$ 34,500adds \$ _____ cuts \$ 34,500

Alderman, 48th Ward

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 116Fund 100-CorporateDepartment Public Safety

by striking the following:

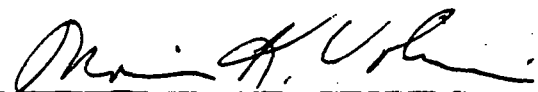
Code

4105.245 Re-imbursement to Travelers \$ 4,500

And by inserting the following:

Code

4105.245 Re-imbursement to Travelers \$ 1,125

Strike \$ 4,500Insert \$ 1,125adds \$ _____ cuts \$ 3,375

Alderman, 48th Ward

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 312

Fund 346 - Library

Department Chicago Public Library
Central Library Reader Service 7114

by striking the following:

Code

And by inserting the following:

Code

0536 - Junior Library Clerk 25 @ 8460

Handwritten signature/initials

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 313

Fund 346 - Library - Maintenance & operation

Department Chicago Public Library
Cultural Center - 7115

by striking the following:

Code

And by inserting the following:

Code

0536 - Junior Library Clerk 10 @ 8460.

Hand L On

← [unclear] [unclear]

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 315

Fund 346 - Library

Department Chicago Public Library
Extension Agency Reader Room - 7116

by striking the following:

Code

0536 - Junior Library Clerk - 5 @ \$8460.

And by inserting the following:

Code

0536 - Junior Library Clerk - 70 @ \$8460.

Lat. P. C. M.

7/1/82

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 40Fund 100-CorporateDepartment Housing

by striking the following:

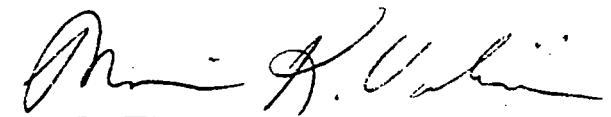
Code

And by inserting the following:

Code

1330.2939 Community Intervention Worker I 10 \$16,584

Strike \$ _____

Insert \$ 165,840adds \$ 165,840 cuts \$ _____

Alderman, 48th Ward

David D. Orr 49

AMENDMENT# _____

"TITLE" _____

Motion to amend the Appropriation Ordinance for 1982 at:

Page 40Fund 100-CorporateDepartment Housing

by striking the following:

Code

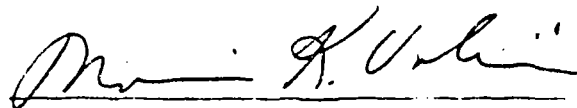
And by inserting the following:

Code

1330.2930 Project Co-ordinator -- Tenants Relocation Bureau

1 \$21,204

Strike \$ _____

Insert \$ 21,204adds \$ 21,204 cuts \$ _____

Alderman, 48th Ward

David D. Orr

③
AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 26Fund 100 - Corporate FundDepartment Neighborhoods

by striking the following:

Code

. 150	- Publications	\$ 42,000.
. 158	- City owned Equipment	1,500.
. 169	- Technical Meeting Costs	1,500.
. 228	- Automobile Allowance	9,000.
. 526	- Improvement of Equipment	45,000

And by inserting the following:

Code

. 228 - automobile allowance - \$5,600.

David L. Orr

11-527

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 26Fund 100 - Corporate FundDepartment Neighborhoods

by striking the following:

Code

0397 - Coordinator of Neighbor. Programs 1 @ \$31,236.
0397 - " " " 2 @ 29,832.
0397 - " " " 1 @ 28,428.

And by inserting the following:

Code

Don't know 49
~~Don't know~~

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 267

Fund 200 - Water

Department Water

by striking the following:

Code

9593 - Station Laborer - 14 @ \$7.55/hr

And by inserting the following:

Code

9593 - Station Laborer - 14 @ \$9.84/hr

David W. Orr
49

AMENDMENT _____

Motion to amend the Appropriation Ordinance for 1981 at :

Page 205

Fund 200 - Water

Department Water

by striking the following:

Code

9593 - Station Laborer - 14 @ 7.55/hr

And by inserting the following:

Code

9593 - Station Laborer - 14 @ 9.84/hr

Handwritten signature
James J. [illegible]

Alderman Frost then moved for immediate consideration of the foregoing amendments.

The chair thereupon stated, "*Shall the proposed amendments Pass, notwithstanding the Committee's adverse recommendations?*"

Thereupon, on twelve separate roll call votes the amendments *Failed to Pass*, by yeas and nays as follows.

Yeas--Aldermen Evans, Bloom, Bertrand, Humes, Streeter, Kellam, Sheahan, Sherman, Lipinski, Davis, Oberman, Merlo, Axelrod, Volini, Orr--15.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Majerczyk, Barden, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Frost, Farina, Casey, Cullerton, Natarus, Clewis, Schuler, Stone--23.

Action Deferred--*FILING OF AN URBAN DEVELOPMENT ACTION GRANT AGREEMENT
AUTHORIZED WITH HUD FOR PRESIDENTIAL TOWERS PROJECT.*

The Committee on Finance submitted the following report, which was on motion of Aldermen Frost and Volini, Deferred and ordered published.

CHICAGO, December 16, 1981.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated December 11, 1981, from the Office of the Mayor transmitting a proposed Ordinance authorizing the filing of an Urban Development Action Grant Agreement with the United States Department of Housing and Urban Development necessary for the development of the Presidential Towers Project having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted.

(Signed) WILSON FROST

Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

Whereas, Presidential Towers, Ltd. has proposed to build a development consisting of 2,346 apartment units and approximately 91,000 square feet in commercial space in four mixed-used structures, on a site bounded by Madison, Monroe, Des Plaines and Clinton Streets, expending approximately One Hundred Ninety Million Dollars (\$190,000,000) in private funds; and

Whereas, It is anticipated that this project will create approximately three hundred new job opportunities; and

Whereas, The City of Chicago, through the Department of Housing, has prepared an application for an Urban Development Action Grant in the amount of Eight Hundred Thousand Dollars (\$800,000) to support this project; now, therefore,

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

Section 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of Eight Hundred Thousand Dollars (\$800,000) for this Presidential Towers Project.

Section 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary, and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

Section 3. That upon approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, an Urban Development Action Grant Agreement between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Presidential Towers Project.

Section 4. This ordinance shall be effective immediately upon its passage.

Placed on File—A COMMUNICATION CONCERNING SETTLEMENTS AND JUDGMENTS ENTERED
AGAINST THE CITY OF CHICAGO FOR MONTH OF NOVEMBER, 1981.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law transmitting settlements made or judgments entered against the City of Chicago for the month of November, 1981.

On motion of Alderman Frost the Committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

COMMITTEE ON BUILDINGS AND ZONING.

Action Deferred—ON PROPOSED ORDINANCE TO AMEND CHAPTER 194A,
SECTION 7.3-6 OF MUNICIPAL CODE CONCERNING ZONING
FOR BANKS AND SAVINGS AND LOAN ASSOCIATIONS.
(Adverse Committee Recommendation).

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

CHICAGO, December 15, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred June 20, 1979) to amend Chapter 194A, Section 7.3-6 of the Municipal Code concerning Zoning for Banks and Savings and Loan Associations, begs leave to recommend that Your Honorable Body *Do Not Pass* said proposed ordinance attached herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

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

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

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

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

Section 1. That the Chicago Zoning Ordinance, Chapter 194A, is hereby amended by the addition of the following new language, in *Italics* below, to Section 7.3-6, as follows:

....

(4) Doctors Offices and Dental Offices, *Banks and Savings and Loan Associations*. The foregoing uses may....

....

Section 2. This ordinance shall be in full force and effect from and after its due 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 Roti and Alderman Barnett, *Deferred* and ordered published:

CHICAGO, December 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* four proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on December 20, 1979, June 10 and July 30, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 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 four proposed ordinances transmitted with the foregoing committee report:

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

An ordinance to classify as an R4 General Residence District instead of B4-2 Restricted Service and M1-2 Restricted Manufacturing Districts, the area bounded by

the alley next north of and parallel to W. Willow Street; the alley next west of and parallel to N. Fremont Street; W. Willow Street; N. Fremont Street; N. Bissell Street; N. Dayton Street; and the northeasterly and east right-of-way line of the Chicago Transit Authority (Map No. 5-G).

AMENDED TO READ

The alley next north of and parallel to W. Willow Street, the alley next west of and parallel to N. Fremont Street, W. Willow Street, N. Fremont Street, N. Bissell Street, N. Dayton Street, the northeasterly right-of-way of the C.T.A., a line from a point 42 feet southeast of the intersection of W. Willow Street and N. Bissell Street as measured along the southwest line of N. Bissell Street and perpendicular to N. Bissell Street, N. Bissell Street, W. Willow Street, and the easterly right-of-way of the C.T.A.

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

An ordinance to classify as a Residential Planned Development instead of a B5-4 General Service District, the area bounded by

a line 100 feet south of and parallel to W. Balmoral Avenue; N. Sheridan Road; a line 150.25 feet north of and parallel to W. Berwyn Avenue; and the alley next west of and parallel to N. Sheridan Road (Map No. 13-G).

Reclassification of Area Shown on Map No. 14-C.

An ordinance to classify as an R5 General Residence District instead of an R7 General Residence District, the area bounded by

a line 220 feet north of and parallel to E. 56th Street; S. South Shore Drive; E. 56th Street; and a line 160 feet east of S. Everett Avenue (Map No. 14-C).

Reclassification of Area Shown on Map No. 18-K.

An ordinance to classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District, the area bounded by

a line 33 feet north of W. 79th Street; a line 97 feet east of S. Karlov Avenue; a line from a point 111 feet north of W. 79th Street and 97 feet east of S. Karlov Avenue, to a point 375 feet north of W. 79th Street along the west line of S. Pulaski Road; S. Pulaski Road; and W. 79th Street (Map No. 18-K).

**Action Deferred--ON PROPOSED ORDINANCE FOR AMENDMENT OF
CHICAGO ZONING ORDINANCE TO RECLASSIFY
AREA SHOWN ON MAP NO. 26-G
(Adverse Committee Recommendation).**

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

CHICAGO, December 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 July 30, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, on Map No. 26-G.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

(Signed) Respectfully submitted,
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:

Reclassification of Area Shown on Map No. 26-G.

An ordinance to classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District, the area bounded by

a line 65.52 feet north of and parallel to W. 111th Street; S. Morgan Street; W. 111th Street; and a line 135.0 feet west of and parallel to S. Morgan Street (Map No. 26-G).

COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK PRESERVATION.

**Acceptance of Grant to City of Preservation Easement in
Property Located at No. 5235 S. University Av.**

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on December 11, 1981).

On motion of Alderman Stone 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The residence and coach house at 5235 South University Avenue were designed by the noted architect James Gamble Rogers and were constructed in 1905; and

WHEREAS, Said buildings are located in the Hyde Park Historical District appearing on the National Register of Historic Places maintained by the Secretary of the United States Department of Interior and have been selected as principal structures in the report which formed the basis of the district's designation; and

WHEREAS, Said buildings constitute an important element in the Cityscape of Hyde Park and the City of Chicago, contribute greatly to the cultural heritage and architectural beauty of Chicago; and

WHEREAS, The preservation of such buildings should be encouraged; and

WHEREAS, The owner of said buildings at 5235 South University Avenue desires to donate to the City of Chicago an interest in said property in the nature of a preservation easement; and

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks has recommended that the City of Chicago accept said grant of a preservation easement; now, therefore,

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

SECTION 1. The Mayor is authorized to accept on behalf of the City of Chicago a grant of a preservation easement in property located 5235 South University Avenue. Said grant of preservation easement to be accepted shall be for property as described in and in substantially the form as the "Deed of Scenic, Open Space, and Architectural Facade Easement and Conservation Right" attached hereto.

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

Designation of Jewelers' Building as "Chicago Landmark".

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on November 13, 1981).

On motion of Alderman Stone 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, Sherman, Stemberk, Lipinski, Shumpert, Marzuillo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that Jewelers' Building, designed by Dankmar Adler and Louis Sullivan, be designated a Chicago Landmark.

SECTION 2. The structure known as the Jewelers' Building, located on property commonly known as 15-19 South Wabash Avenue, Chicago, Illinois, and legally described as:

Lots 1 through 4 and a strip of land 10 feet in width lying east of Lots 1 and 2 and west of Lots 3 and 4 in B.F. Carver's Subdivision of Lots 7 and 8 in Walter Wright and Sherman's Subdivision of Lots 2 and 3 in Block 1 of Fractional Section 15 Addition to Chicago, Township 39, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. Notwithstanding any other provision of the Municipal Code of Chicago, no permit application for work upon said structure need be reviewed or approved by the Commission on Chicago Historical and Architectural Landmarks, except those for construction, reconstruction, alteration or demolition upon or effecting its facade.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

Designation of Pilgrim Baptist Church as "Chicago Landmark".

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance (which was referred to the committee on December 11, 1981).

On motion of Alderman Stone 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that Pilgrim Baptist Church, designed by Dankmar Adler and Louis Sullivan, be designated a Chicago Landmark.

SECTION 2. The structure known as the Pilgrim Baptist Church, located on property commonly known as 3301 South Indiana Avenue, Chicago, Illinois, and legally described as:

The North 120 feet of Lot 1 in Block 1 in Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage.

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

**Approval Given to Sale of Parcel 18 in Commercial District
Project North Loop to Loop Transportation Center.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 22, 1981) to approve the sale of Parcel 18 in Commercial District Project North Loop to Loop Transportation Center, approved by the Commercial District Development Commission by Resolution No. 81-CDDC-55, adopted by the Commission on August 20, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance, as amended, 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission by Resolution adopted March 20, 1979 and the City Council by ordinance adopted March 28, 1979, designated the North Loop a Blighted Commercial area; and

WHEREAS, Concurrently, a Redevelopment Plan for said project was approved by the Commercial District Development Commission on March 20, 1979 and by the City Council Ordinance adopted March 28, 1979; and

WHEREAS, The North Loop Guidelines for Conservation and Redevelopment as the framework within which overall North Loop improvements would evolve were considered and approved by the Commercial District Development Commission on March 31, 1981, and by the Chicago Plan Commission on April 27, 1981; and

WHEREAS, The North Loop Guidelines have been approved and adopted by Ordinance by the City Council on October 22, 1981; and

WHEREAS, Pursuant thereto the Commercial District Development Commission, on May 26, 1981, issued documents announcing the availability of the 45,000 square foot Block 18 in Blighted Commercial Area North Loop, bounded by Haddock Place, Clark Street, Lake Street and LaSalle Street, for specified redevelopment purposes, requiring major parking facilities, airline terminal and rental car agency space, retail space, and vertical and horizontal pedestrian system elements (the option No. 1 package), and permitting but not requiring the addition of a significant office space component (the option No. 2 package); and

WHEREAS, In response to those documents and that announcement, four development proposals with accompanying bids and required bid deposits, were submitted by the 10:00 a.m., July 15, 1981 deadline; and

WHEREAS, These four proposals and offers were separately and comparatively analyzed by the staff of the Department of Planning for the Commission with advice from other public agencies, including the Department of Law and the Department of Streets and Sanitation; and

WHEREAS, The documents submitted by each of the bidders were made available to the general public for review; and

WHEREAS, On August 20, 1981, the Commercial District Development Commission accepted by Resolution 81-CDDC-55 the proposal and bid for the Option #2 package for the redevelopment of Block 18 in the North Loop Redevelopment Area as submitted by the Loop Transportation Center General Partnership, Myron C. Warshauer and Richard A. Stein, Partners, in the amount of \$6,405,000 on July 15, 1981; and

WHEREAS, The Commission accepted the commitment of the Partnership to contribute \$250,000 and the services of their architects for transit facility improvements and hereby directs that those funds be committed to use in accord with the North Loop Redevelopment Plan and the North Loop Guidelines; and

WHEREAS, The City Council has considered the proposal and bid of the Loop Transportation Center, General Partnership, Myron C. Warshauer and Richard A. Stein, Partners and the approval thereof of the Commercial District Development and finds the proposal and bid to be satisfactory; now, therefore,

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

SECTION 1. Upon due acquisition of the parcels comprising the tract bounded as follows:

North Loop Redevelopment Area - Block 18: Haddock Place on the north, Lake Street on the south, Clark Street on the east, LaSalle Street on the west.

The City of Chicago authorizes and approves the sale of the land proposed by the Commission to Loop Transportation Center General Partnership for redevelopment in accordance with the use set forth in the bid offering as follows:

Area	Total Price
Block 18: Haddock Clark, Lake, LaSalle	\$6,655,000.00

The appropriate site area is 45,000 square feet, and the approximate unit price therefore is \$147.88 per square foot, which includes the Developer's contribution of \$250,000.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest to a contract with Loop Transportation Center General Partnership substantially in the form attached hereto for the sale and redevelopment of said tract.

SECTION 3. The Ordinance shall be effective immediately upon its passage and approval.

**Approval Given to Sale of Parcel I-4 in Urban Renewal
Redevelopment Project Chicago-Orleans to The Moody
Bible Institute of Chicago.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 22, 1981) to approve the sale of Parcel I-4 in Urban Renewal Redevelopment Project Chicago-Orleans, to the Moody Bible Institute of Chicago, approved by the Department of Urban Renewal by Resolution No. 81-DUR-153, adopted by the Department on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Redevelopment Project Chicago-Orleans 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-153 adopted by the Department on October 20, 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 Chicago-Orleans, is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
The Moody Bible Institute of Chicago	I-4	107,652.9 (minimum)	\$12.50 or the acquisi-	\$1,345,661.25 tion price, in- cluding tech- nical 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 R-2 in Urban Renewal
Redevelopment Project Evergreen-Sedgwick to Near
North Ventures.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 22, 1981) to approve the sale of Parcel R-2 in Urban Renewal Redevelopment Project Evergreen-Sedgwick to Near North Ventures, approved by the Department of Urban Renewal by Resolution No. 81-DUR-154, adopted by the Department on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

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 Evergreen-Sedgwick 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-154 adopted by the Department on October 20, 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 Evergreen-Sedgwick, is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
Near North Ventures	R-2	149,169.4	\$1.00	\$149,169.40

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 33-B in Urban Renewal Plan for
Lincoln Park Conservation Area to Mid Town Bank and Trust
Company of Chicago.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 22, 1981) to approve the sale of Parcel 33-B in the Urban Renewal Plan for the Lincoln Park Conservation Area to Mid Town Bank and Trust Company of Chicago, approved by the Department of Urban Renewal by Resolution No. 81-DUR-151, adopted by the Department on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan for Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 81-DUR-151 adopted by the Department on October 20, 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 the Lincoln Park Conservation Area is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
Mid Town Bank and Trust Company of Chicago	33-8	25,108.5	\$20.00	\$502,170.00

provided said figures are subject to adjustment upon actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Land in Blighted Commercial Area
Fullerton-Grand to Maisal and Associates of Michigan.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 November 4, 1981) to approve the sale of land in Blighted Commercial Area Fullerton-Grand to Maisel and Associates of Michigan, a Partnership for the amount of Seven Million Nine Hundred Seventy-five Thousand One Hundred Seventy-two Dollars (\$7,975,172.00) approved by the Commercial District Development Commission by Resolution No. 81-CDDC-73, adopted by the Commission on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1980, this body passed an ordinance approving an Urban Development Action Grant for the Brickyard Regional Shopping Center Project; and

WHEREAS, Said Urban Development Action Grant provides funds for the acquisition of approximately twenty-six acres of land within Blighted Commercial Area Fullerton-Grand as well as funds for demolition, clearance and relocation expenses; and

WHEREAS, This body authorized the acquisition of land within Blighted Commercial Area Fullerton-Grand by ordinance passed July 30, 1981; and

WHEREAS, This body approved a Redevelopment Plan for the area by ordinance passed March 31, 1981; and

WHEREAS, Pursuant to an Urban Development Action Grant Agreement between the City of Chicago and the U. S. Department of Housing and Urban Development, the City of Chicago and Maisel and Associates of Michigan entered into a Redevelopment Agreement dated February 10, 1981 as amended March 31, 1981, obligating Maisel and Associates to redevelop land within Blighted Commercial Area Fullerton-Grand with commercial uses in accordance with the terms of the Urban Development Action Grant; and

WHEREAS, The Commercial District Development Commission has passed Resolution No. 80-CDDC-73, a copy of which has been transmitted to this body, approving the sale of land within Blighted Commercial Area Fullerton-Grand to Maisel and Associates of Michigan in accordance with the terms of an Interpretive Agreement between the parties; said land being set forth in a survey attached to said Interpretive Agreement, and further recommending that said Interpretive Agreement be executed on behalf of the City of Chicago; now, therefore,

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

SECTION 1. The Redevelopment Agreement dated February 10, 1981, and amendment thereto dated March 31, 1981, between the City of Chicago and Maisel and Associates of Michigan are hereby reaffirmed and ratified by this body.

SECTION 2. The Mayor of the City of Chicago is authorized to execute on behalf of the City of Chicago, an Interpretive Agreement between the City of Chicago and Maisel and Associates of Michigan which obligates the City to convey that land set forth in the survey attached thereto in the Blighted Commercial Area Fullerton-Grand to the Maisel and Associates of Michigan at a purchase price of Seven Million Nine Hundred Seventy-five Thousand One Hundred Seventy-two Dollars (\$7,975,172.00) and obligates Maisel and Associates to redevelop said land with commercial uses as part of the expansion of the existing Brickyard Shopping Center, all in accordance with the terms of an Urban Development Action Grant, upon the Approval of the Corporation Counsel as to form and legality; said Interpretive Agreement is incorporated herein by reference.

SECTION 3. The Mayor of the City of Chicago is authorized to execute a deed conveying said land and the City Clerk is authorized to attest thereto.

SECTION 4. This ordinance shall take effect immediately upon its passage.

**Approval Given to Amendment No. 1 to Redevelopment Plan for
Blighted Commercial Area South Loop.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 November 4, 1981) to approve Amendment No. 1 to the Redevelopment Plan for Blighted Commercial Area South Loop, approved by the Commercial District Development Commission by Resolution No. 81-CDDC-74, adopted by the Commission on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved a Redevelopment Plan for the area described as South Loop Blighted Commercial Area on September 13, 1978; and

WHEREAS, The staff of the Department of Planning has submitted Amendment No. 1, dated October, 1981, to said Redevelopment Plan consisting of three (3) pages and one (1) exhibit; and

WHEREAS, The Commercial District Development Commission approved Amendment No. 1 to the South Loop Redevelopment by Resolution No. 81-CDDC-74; and

WHEREAS, This Body has reviewed said Amendment No. 1 to the Redevelopment Plan for South Loop and finds said Plan Amendment is in accord with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the redevelopment of the area and now desires to evidence its approval of said Amendment No. 1 to the Redevelopment Plan for South Loop; now, therefore,

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

SECTION 1. Amendment No. 1 to the Redevelopment Plan for Blighted Commercial Area South Loop dated October, 1981, incorporated herein by reference is hereby approved.

SECTION 2. This Ordinance shall be effective immediately upon passage thereof.

**Approval Given to Transfer of Parcels 3 and 5B in Commercial District
Project Madison-Racine to Department of Sewers, City of Chicago.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor transmitting a proposed ordinance (which was referred on November 4, 1981) to approve the transfer of Parcels 3 and 5B in Commercial District Project Madison-Racine to the Department of Sewers, City of Chicago, with a transfer of funds of One Hundred Fifty-two Thousand, Six Hundred and Eighty Dollars (\$152,680.00) for land and buildings, authorized by the Commercial District Development Commission by Resolution No. 81-CDDC-72, adopted by the Commission on October 20, 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 8 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission by Resolution 81-CDDC-72 adopted October 20, 1981 authorized the transfer of disposition Parcels 3 and 5B, Project Madison-Racine to the Department of Sewers of the City of Chicago; and

WHEREAS, Parcels 3 and 5B abut a Department of Sewer facility located on the east side of Peoria Street between Madison and Monroe Streets and are necessary for the enlargement of said facility; and

WHEREAS, It appears that such proposed transfer furthers the best interests of the City and is in the sole interest of the public; now, therefore,

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

SECTION 1. The transfer of disposition Parcels 3 and 5B, Project Madison-Racine, located on the east side of Peoria Street between Madison and Monroe Streets from the Commercial District Development Commission to the City Department of Sewers with a transfer of funds of One Hundred Fifty-Two Thousand, Six Hundred and Eighty Dollars (\$152,680.00) is hereby approved.

SECTION 2. The Comptroller is hereby directed to transfer the sum of One Hundred Fifty-Two Thousand, Six Hundred and Eighty Dollars (\$152,680.00) from Fund No. 314-8431-610 to Fund No. 025-0168-5715.

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

**Authorization for Acquisition and Reconveyance of HUD-Owned Properties
at Specified Locations for Urban Homesteading Program.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 November 4, 1981) to authorize acquisition and reconveyance of the following HUD-owned properties for the Urban Homesteading Program, an agreement entered into by the City of Chicago and the United States of America on July 27, 1979:

Austin

641 N. Lockwood Avenue
5419 W. Race Avenue
5413 W. Race Avenue
907 N. Leamington Avenue
1018 N. Leamington Avenue

Roseland

11410 S. Calumet Avenue
330 W. 109th Place

South Shore

3066 E. Cheltenham Place
7434½ S. Phillips Avenue
7666 S. Coles Avenue
2056 E. 73rd Street
7539 S. Colfax Avenue
1315 E. 75th Street - Unit F

West Englewood

7028 S. Honore Street
5933 S. Wolcott Avenue
6752 S. Wolcott Avenue
7122 S. Hermitage Avenue
7008 S. Winchester Avenue
6210 S. Marshfield Avenue
7202 S. Wood Street;

begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed.

WHEREAS, The City of Chicago and the United States of America heretofore entered into an agreement on July 27, 1979 entitled, "The Urban Homesteading Agreement", that provides for an Urban Homesteading program in which the Department of Housing and Urban Development (HUD) would convey property located in the City of Chicago to the City which in turn would reconvey to "Homesteaders" with certain conditions and obligations to renovate the property; and

WHEREAS, This body had determined that it is in the best interest of the City to encourage said program; now, therefore,

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

SECTION 1. That the City of Chicago, is authorized to accept the conveyance of the properties identified by address in the Roseland, West Englewood, South Shore, and Austin areas. (See attached list made a part hereof.)

SECTION 2. That the consideration for the conveyance of said properties is the agreement of the City to reconvey said properties to responsible individuals who will reside in, rehabilitate and bring up to City Code, within designated periods of time, as provided in detail in the agreement with HUD entitled "The Urban Homesteading Agreement", and in accordance with Section 810 of the Housing and Community Development Act of 1974.

SECTION 3. That, in the event any of the properties on said list prior to City acquisition, are totally damaged, destroyed, made undesirable, or unfeasible for said Urban Homesteading Program, the Department of Housing is authorized to omit or select other properties, if available, in said areas for conveyance by HUD, in lieu of the properties made unfeasible or not desirable, subject to the same terms and conditions.

SECTION 4. This Ordinance shall be effective immediately upon the passage thereof.

**Authorization for Expansion of Designated Urban Homesteading Areas to
Include Neighborhood Strategy Areas in Urban Homesteading Program.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, December 17, 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 December 3, 1981) to authorize expansion of designated urban homesteading areas to include the following neighborhood strategy areas in the Urban Homesteading Program formalized by the City of Chicago and the United States of America on July 27, 1979:

Lawndale	Near Southwest
East Garfield Park	West Garfield Park
Uptown	Austin
Central West	Rogers Park
Roseland	Near West
South Shore	Woodlawn
Englewood-New City	Edgewater
South Chicago	Humboldt Park
Near Northwest	Near South
Albany Park	Near North,

begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the United States of America heretofore entered into an Agreement dated February 4, 1976 which provided for an Urban Homesteading Demonstration Program to be undertaken by the Department of Urban Renewal for the City of Chicago; and

WHEREAS, The United States of America in recognition of the success of the program decided to change the program from a demonstration program to an on-going program; and

WHEREAS, The City of Chicago and the United States of America formalized the Urban Homesteading Agreement on July 27, 1979; and

WHEREAS, That agreement does provide that the Department of Housing and Urban Development (HUD) will convey certain HUD-owned vacant and abandoned properties to the City of Chicago; and

WHEREAS, The City of Chicago would reconvey these properties to "Homesteaders" under certain conditions and obligations to renovate and occupy the property; and

WHEREAS, The present designated Urban Homesteading Areas; Austin, Roseland, West Englewood and South Shore; limit the selection of suitable properties; and

WHEREAS, To facilitate the program and to make the same more effective, the City Department of Housing has made recommendations to this Body; and

WHEREAS, The City Council has reviewed said recommendations and finds the same salutary; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago be hereby authorized to act as the Agent of the City of Chicago in entering any Agreements with the United States of America, thru its Agency (HUD), necessary to implement, facilitate and carry out this program.

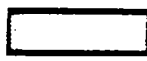
SECTION 2. That the City of Chicago, is authorized to include Urban Homesteading in the designated 20 Neighborhood Strategy Areas identified in the Community Block Grant Program.

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

[Maps printed on pages 8772 - 8791 of this Journal]

COMMUNITY DEVELOPMENT PROGRAM NEAR NORTH

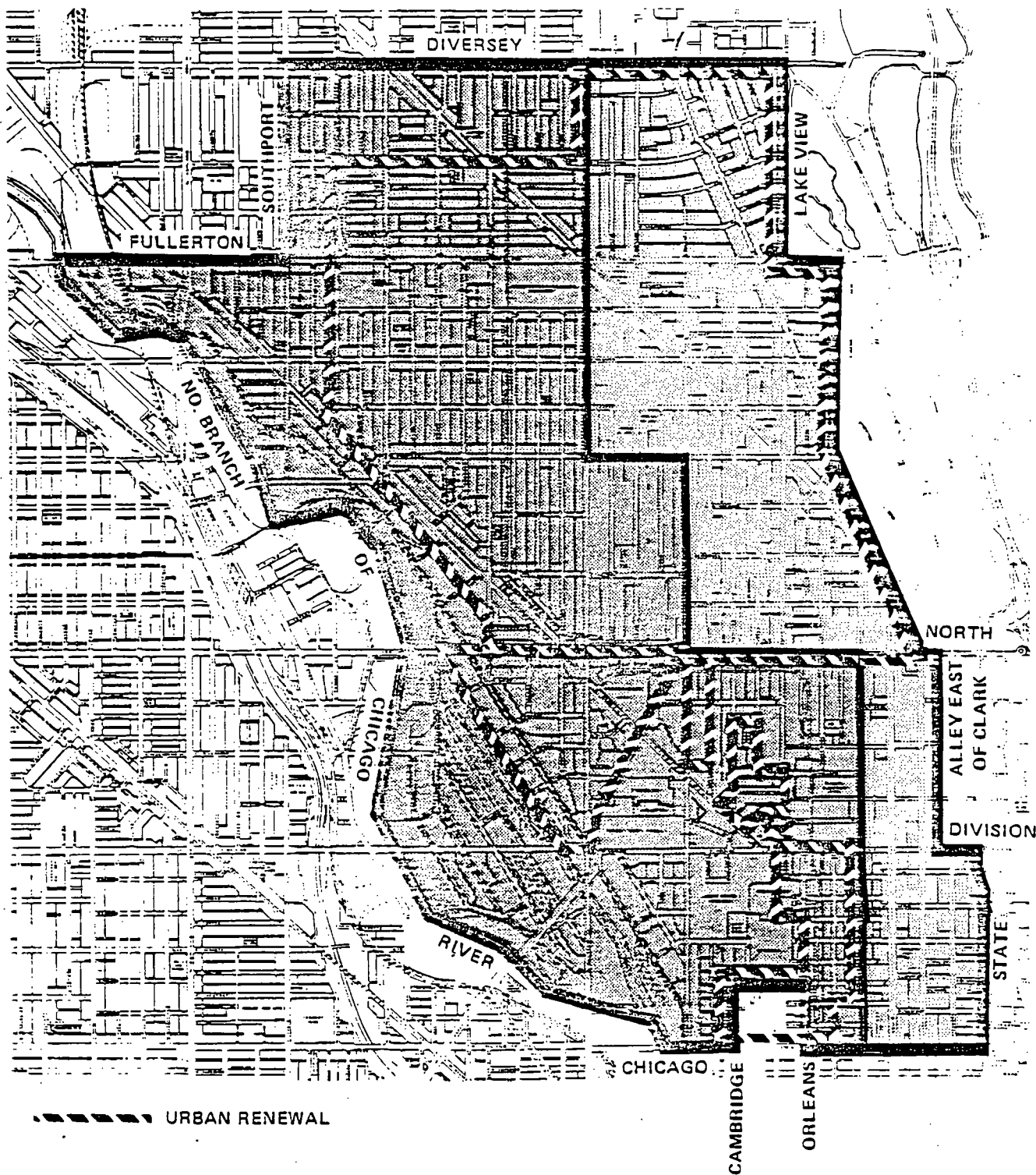
368



COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)



NEIGHBORHOOD STRATEGY AREA (NSA)



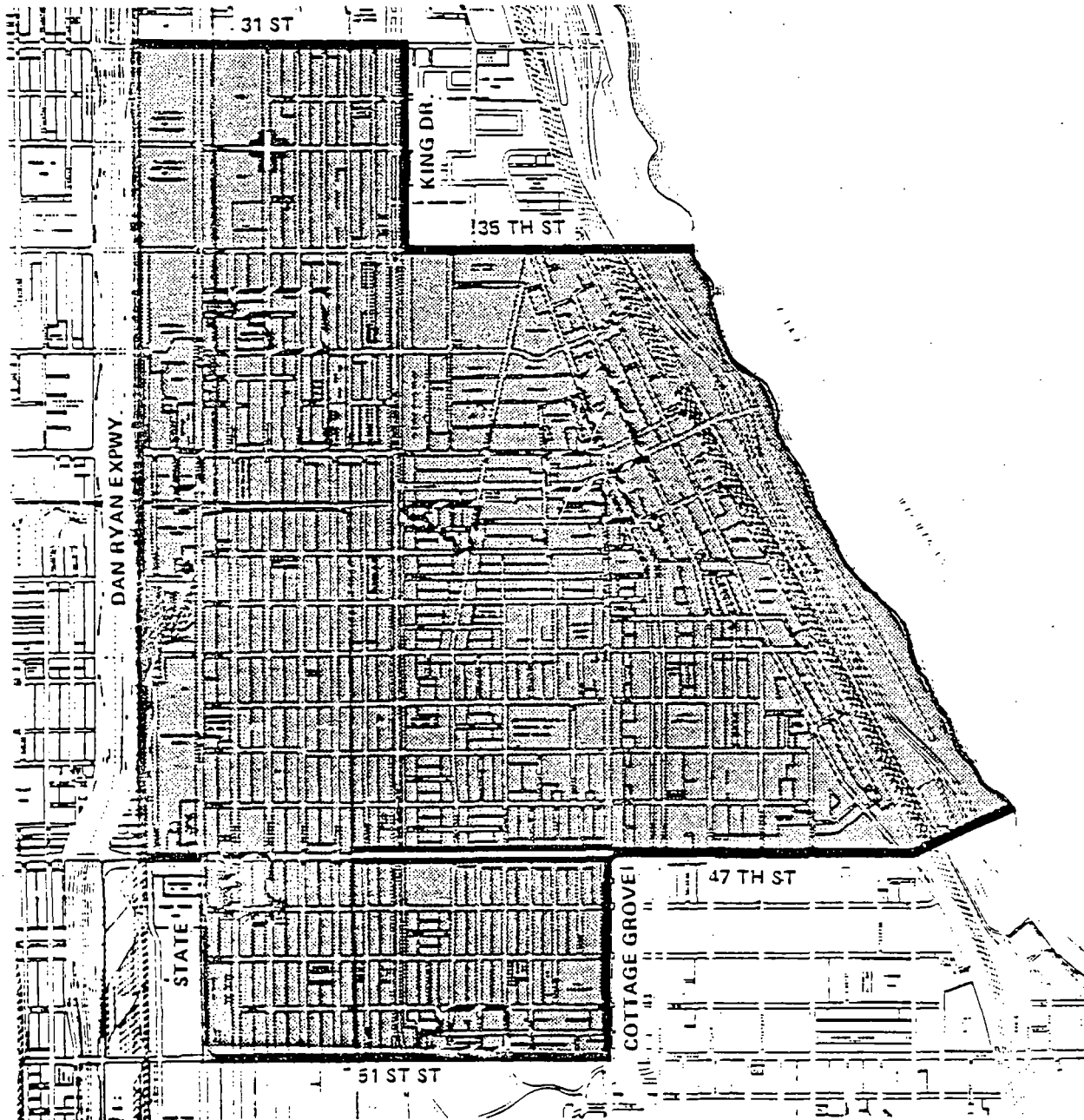
COMMUNITY DEVELOPMENT PROGRAM

NEAR SOUTH

369



NEIGHBORHOOD STRATEGY AREA (NSA)



--- URBAN RENEWAL

★ NEIGHBORHOOD FACILITIES

=== BUSINESS AREA IMPROVEMENT

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



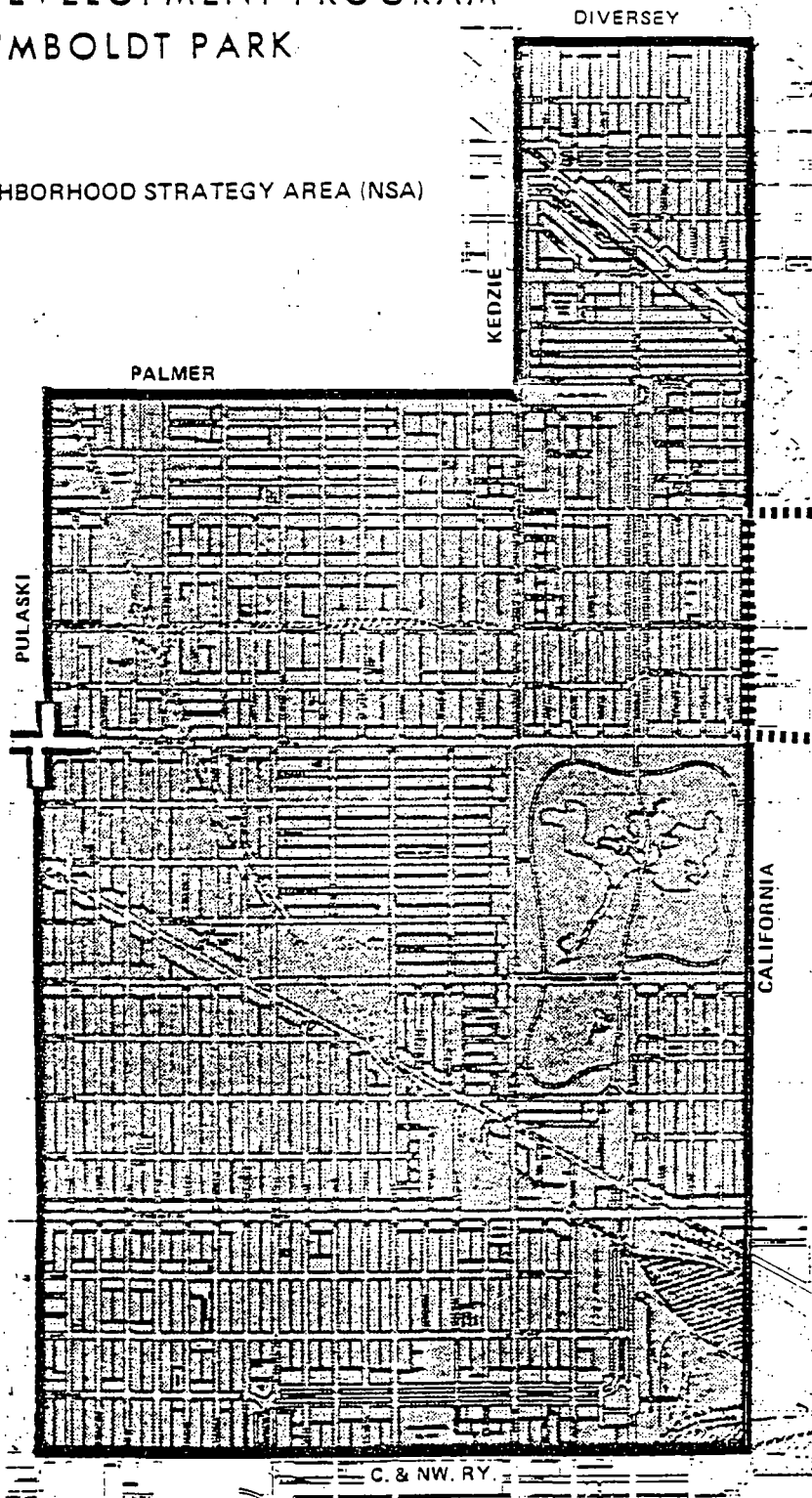
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DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM HUMBOLDT PARK

370

 NEIGHBORHOOD STRATEGY AREA (NSA)



 BUSINESS AREA IMPROVEMENT

 NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR

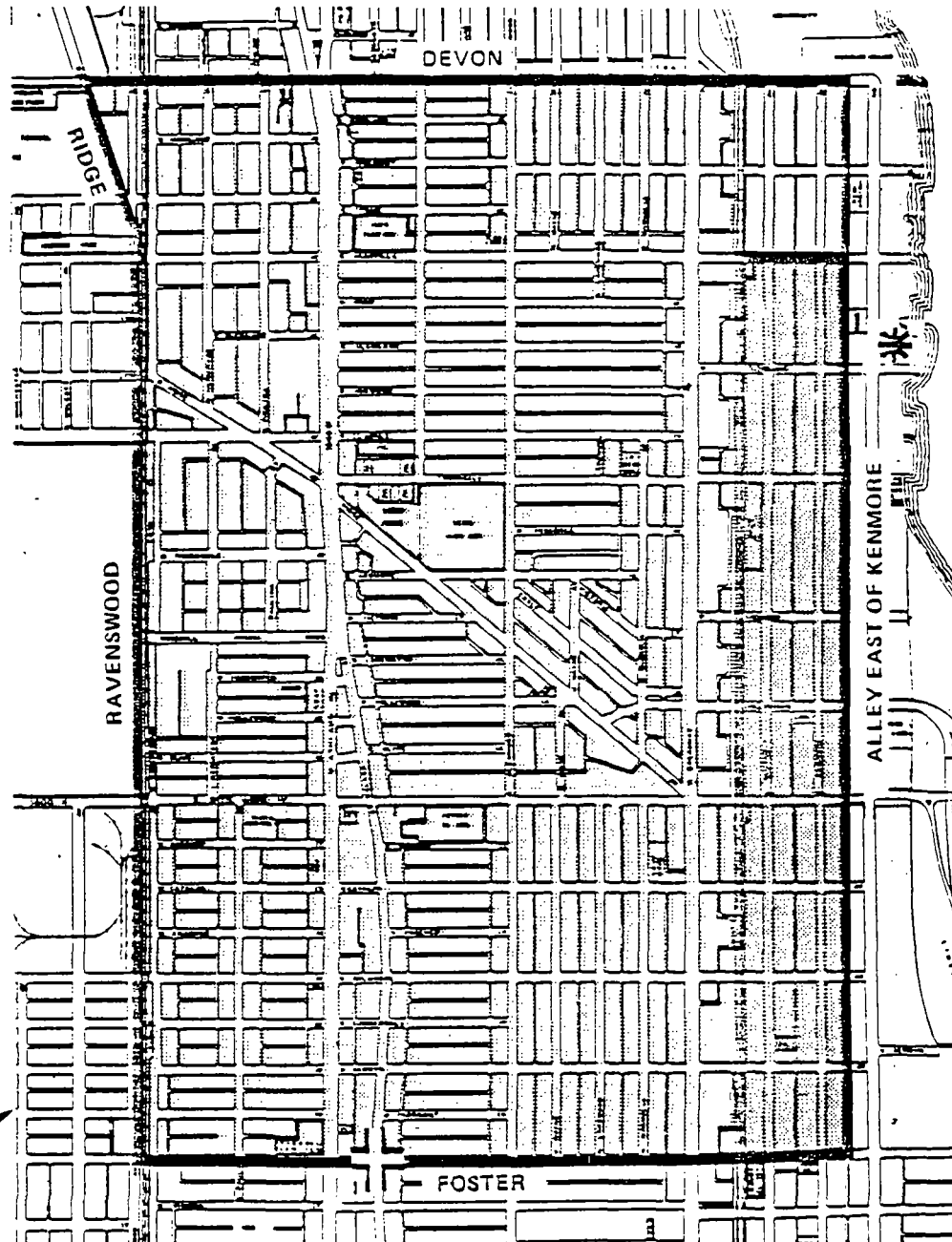


DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM EDGEWATER

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-  COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)
-  NEIGHBORHOOD STRATEGY AREA (NSA)



 BUSINESS AREA IMPROVEMENT

 NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



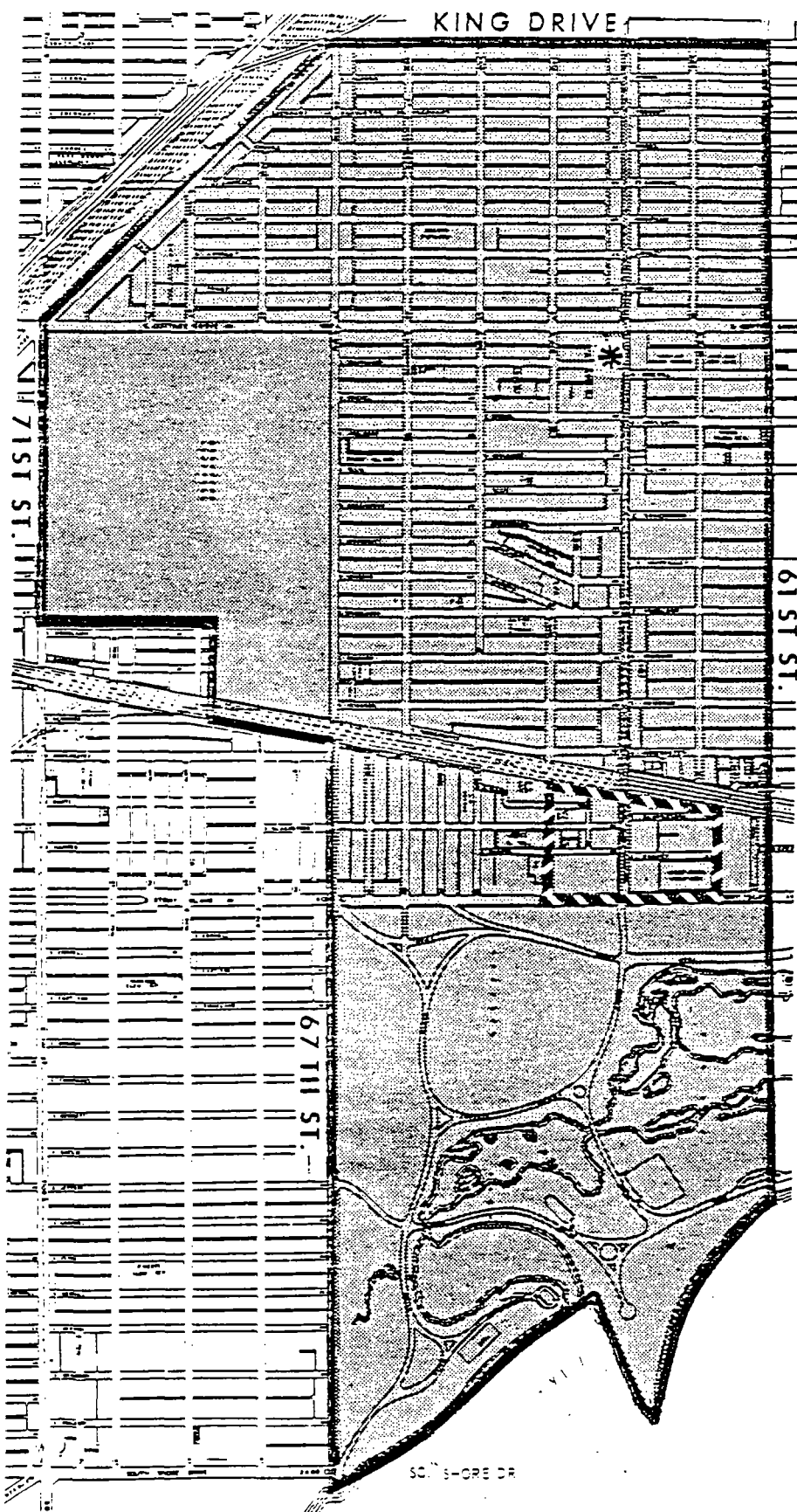
DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM

WOODLAWN



NEIGHBORHOOD STRATEGY AREA (NSA)



* NEIGHBORHOOD FACILITIES

— URBAN RENEWAL

CITY OF CHICAGO
JANE M. BYRNE
MAYOR

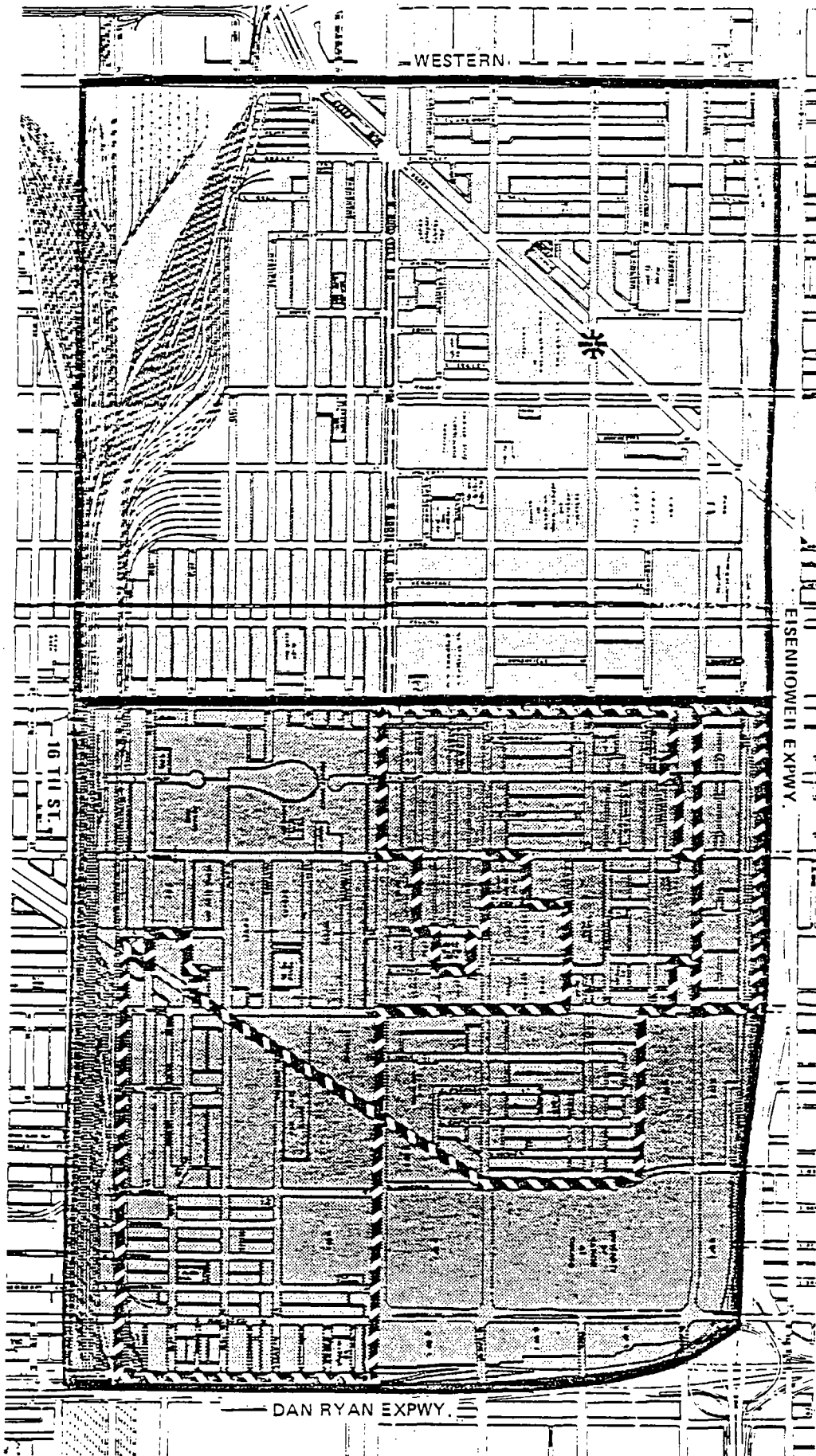


DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM NEAR WEST

COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)

NEIGHBORHOOD STRATEGY AREA (NSA)



URBAN RENEWAL

* NEIGHBORHOOD FACILITIES

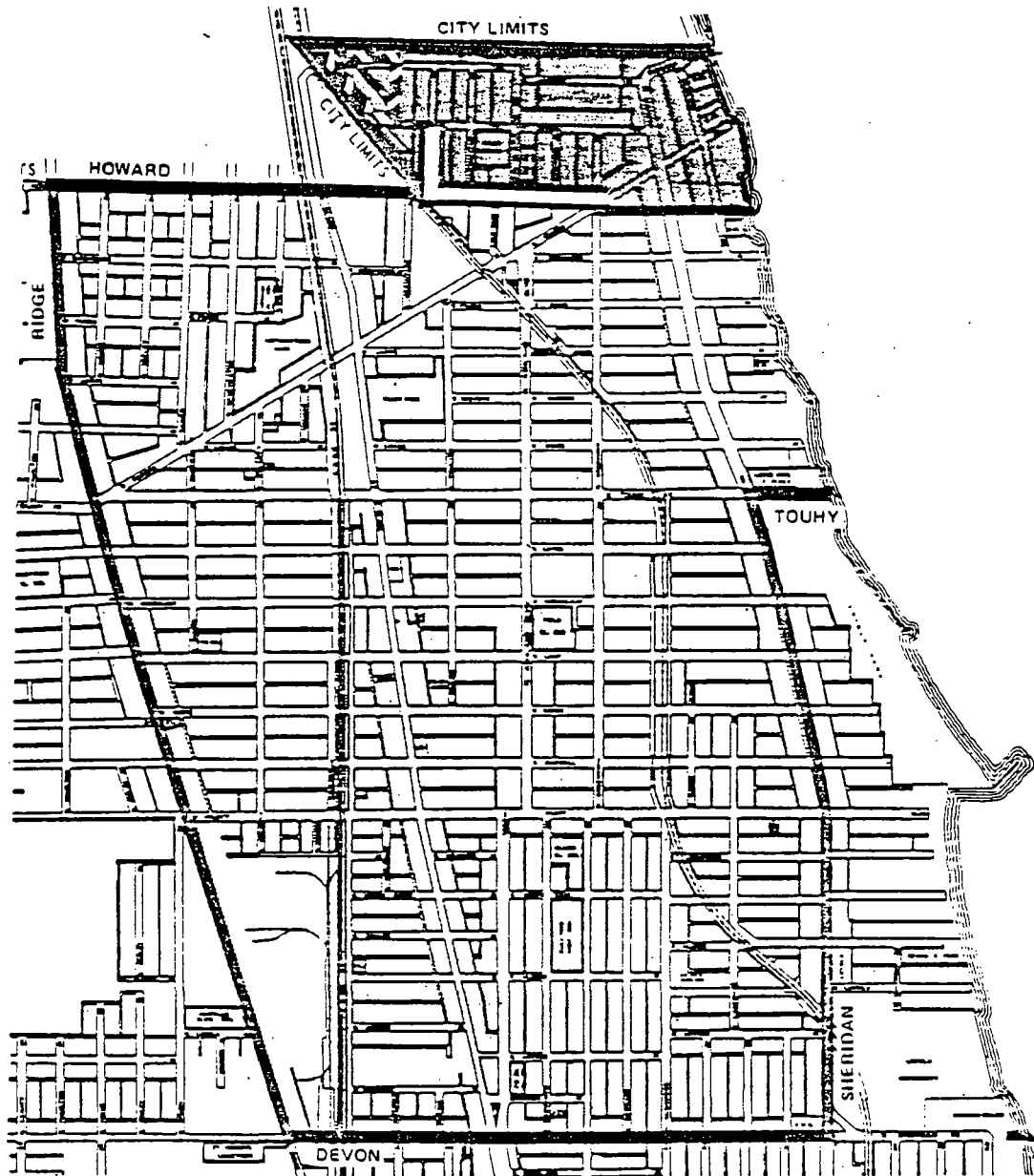
CITY OF CHICAGO
JANE M. BYRNE
MAYOR



DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM ROGERS PARK

-  COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)
-  NEIGHBORHOOD STRATEGY AREA (NSA)



-  URBAN RENEWAL BOUNDARY
-  NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR

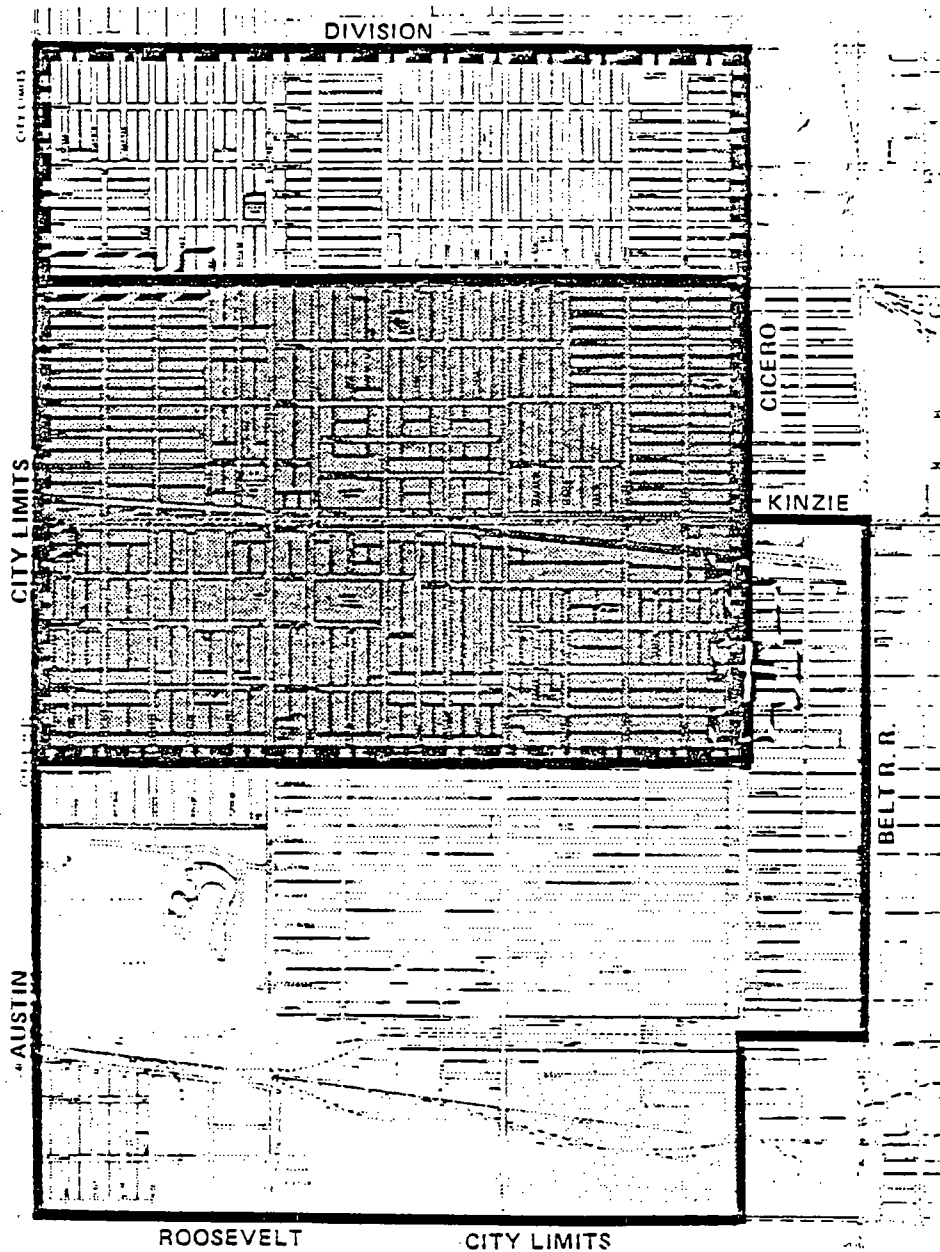


DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM AUSTIN

375

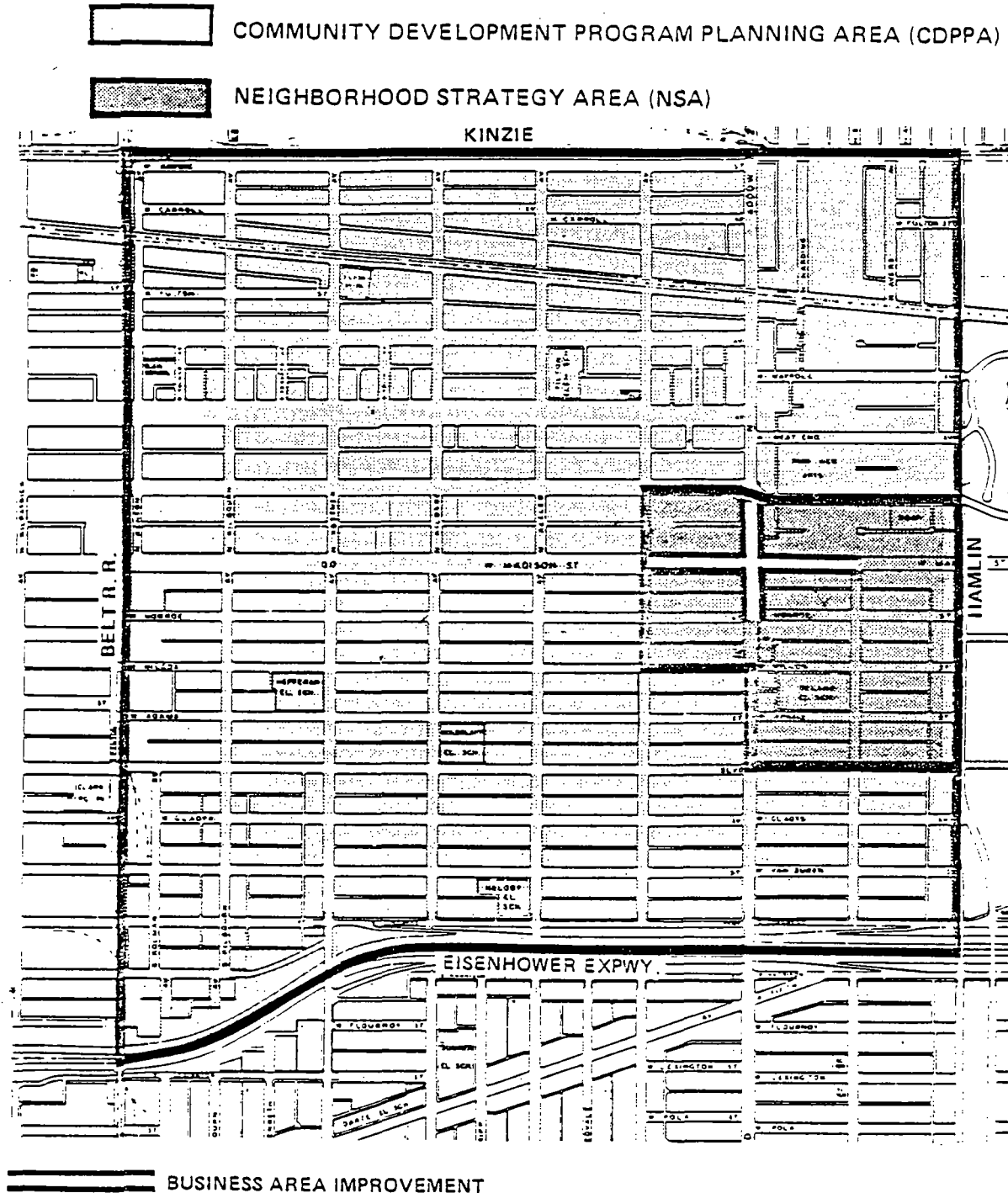
- HOMESTEAD BOUNDARY
- COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)
- NEIGHBORHOOD STRATEGY AREA (NSA)



- URBAN RENEWAL
- === BUSINESS AREA IMPROVEMENT

COMMUNITY DEVELOPMENT PROGRAM
WEST GARFIELD PARK

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CITY OF CHICAGO
JANE M. BYRNE
MAYOR

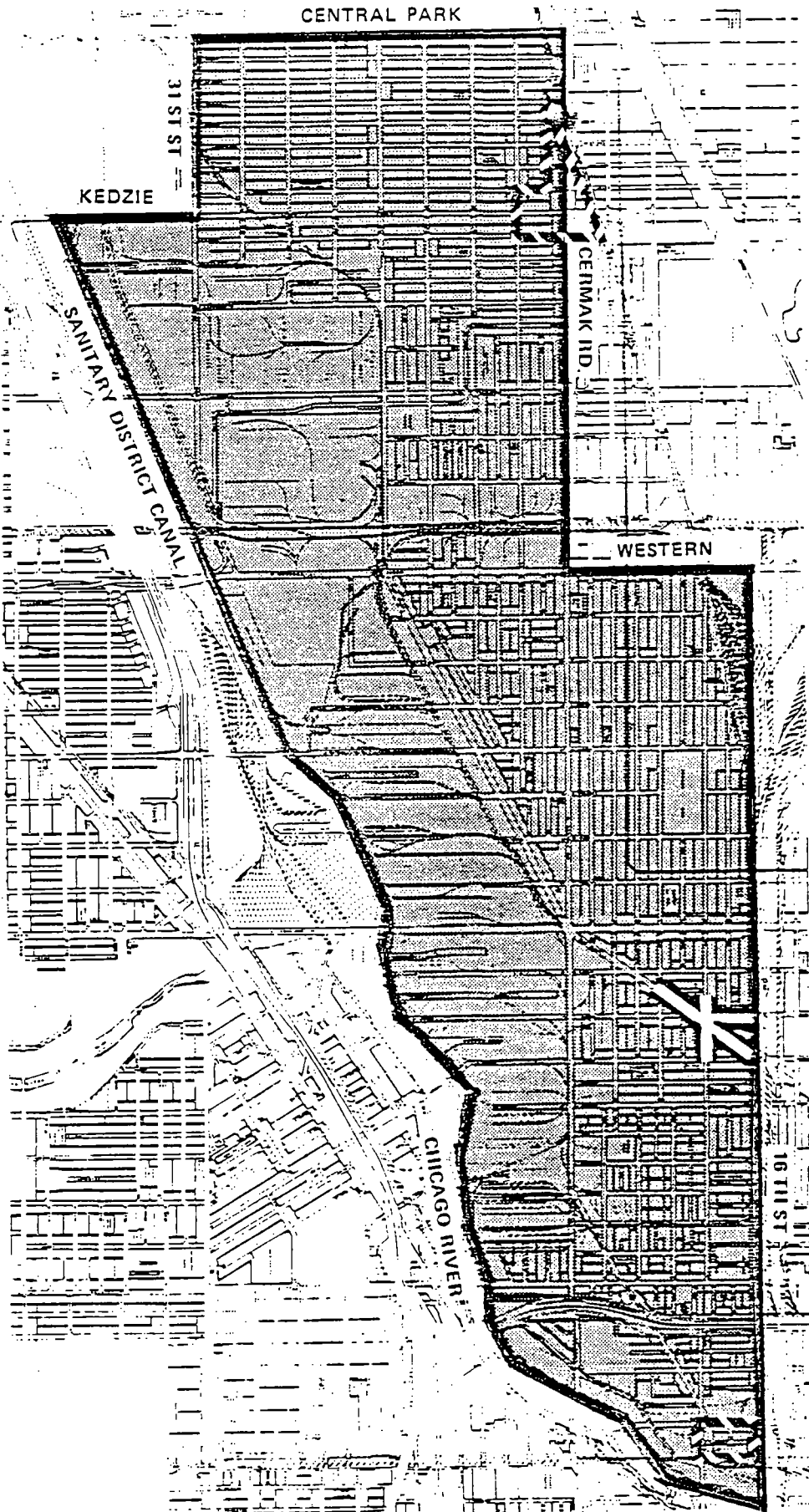
DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER



COMMUNITY DEVELOPMENT PROGRAM NEAR SOUTHWEST



NEIGHBORHOOD STRATEGY AREA (NSA)



CITY OF CHICAGO
JANE M. BYRNE
MAYOR



URBAN RENEWAL BOUNDARY

BUSINESS AREA IMPROVEMENT

DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

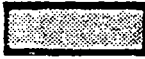
COMMUNITY DEVELOPMENT PROGRAM

378

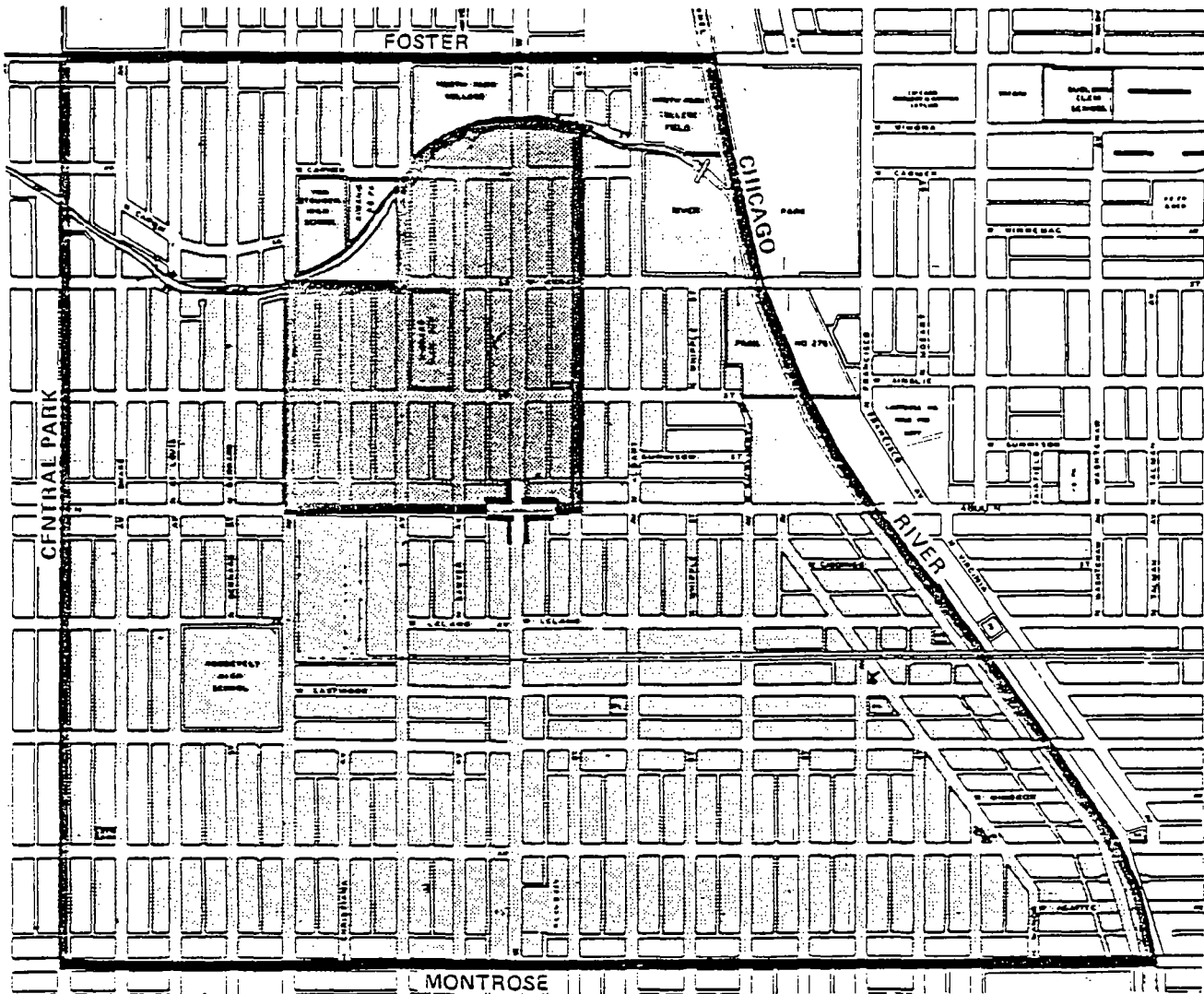
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COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)



NEIGHBORHOOD STRATEGY AREA (NSA)

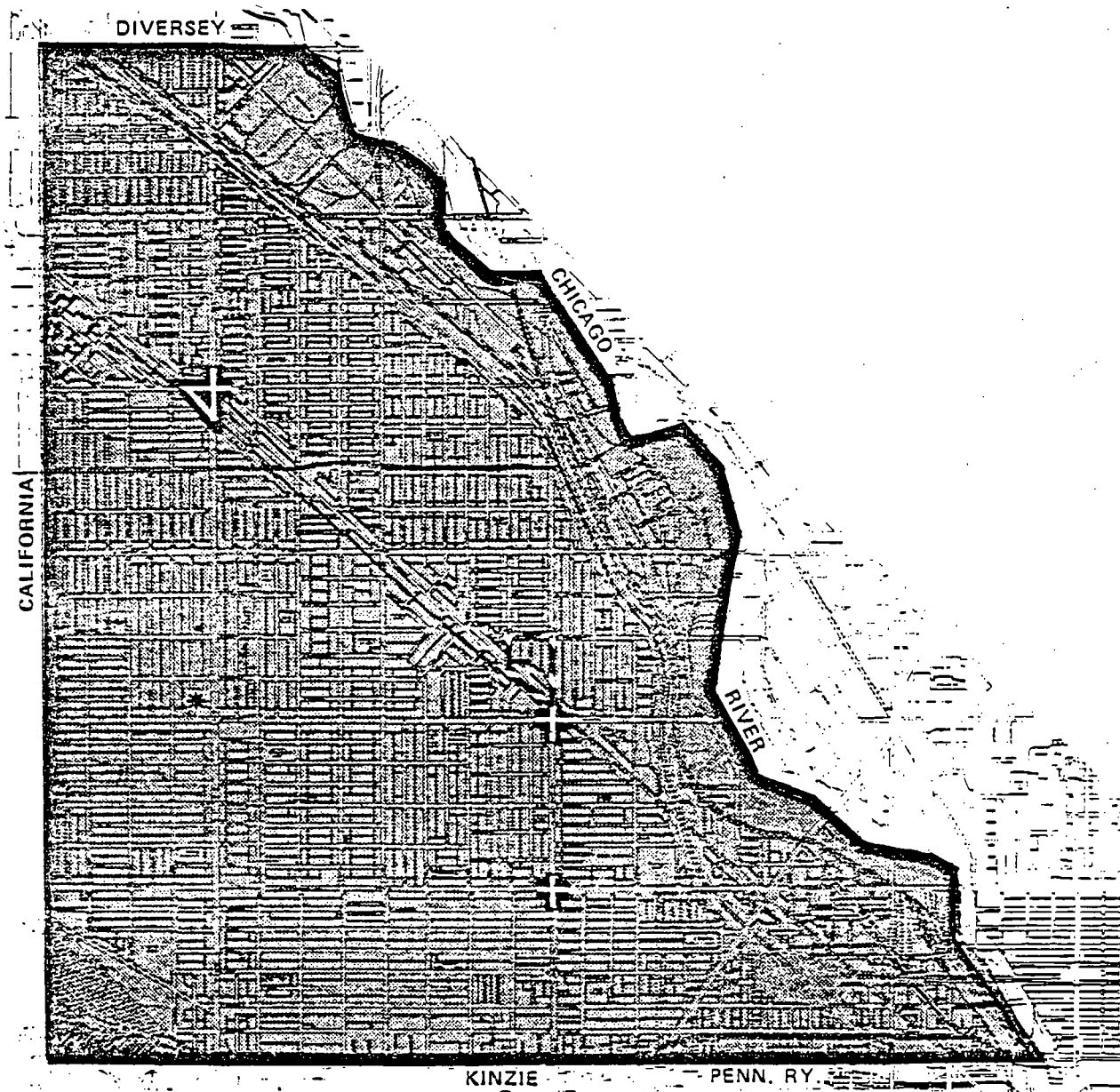


COMMUNITY DEVELOPMENT PROGRAM NEAR NORTHWEST



NEIGHBORHOOD STRATEGY AREA (NSA)

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BUSINESS AREA IMPROVEMENT



NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



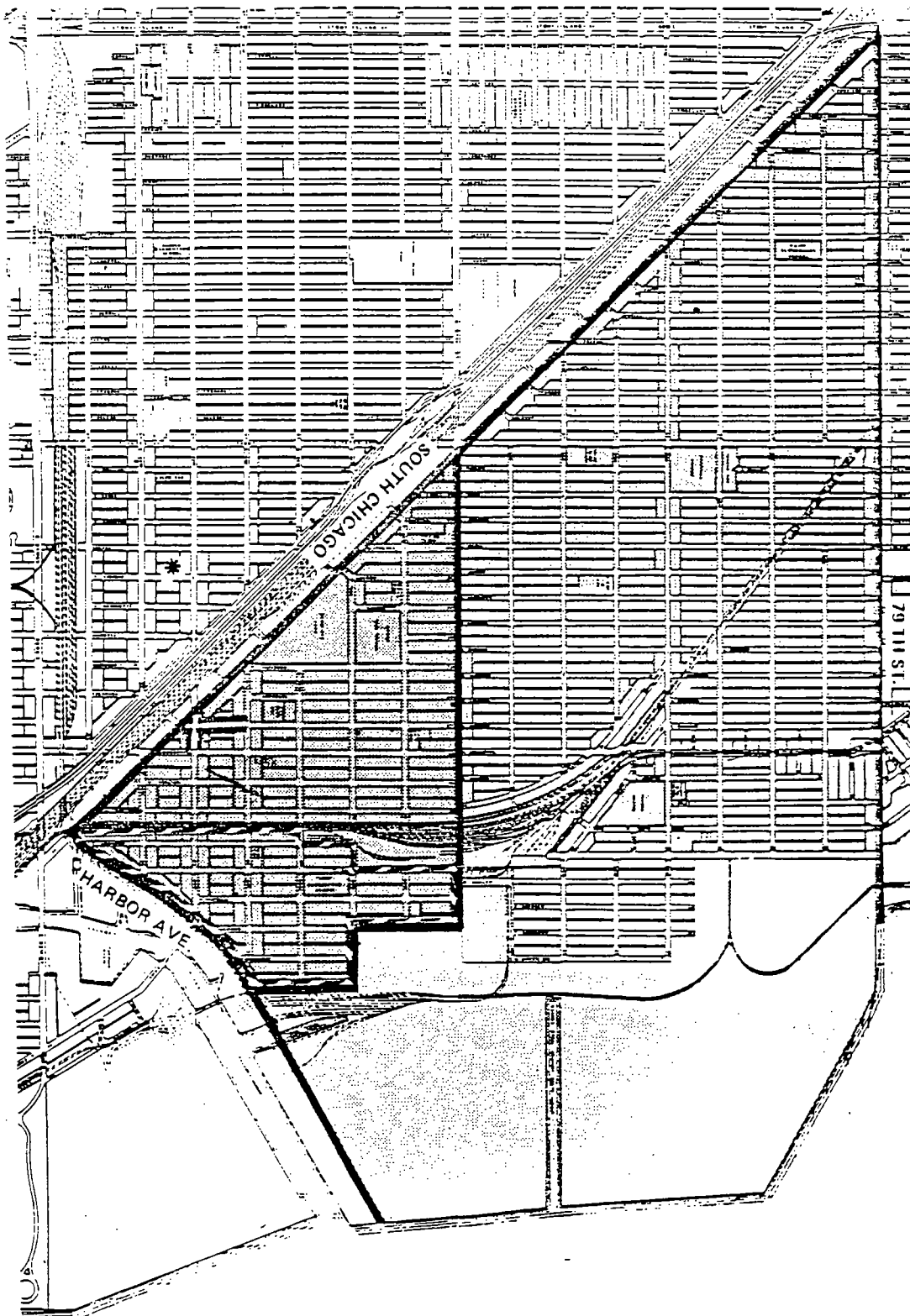
North

DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM SOUTH CHICAGO

COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)

NEIGHBORHOOD STRATEGY AREA (NSA)



URBAN RENEWAL

BUSINESS AREA IMPROVEMENT

* NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



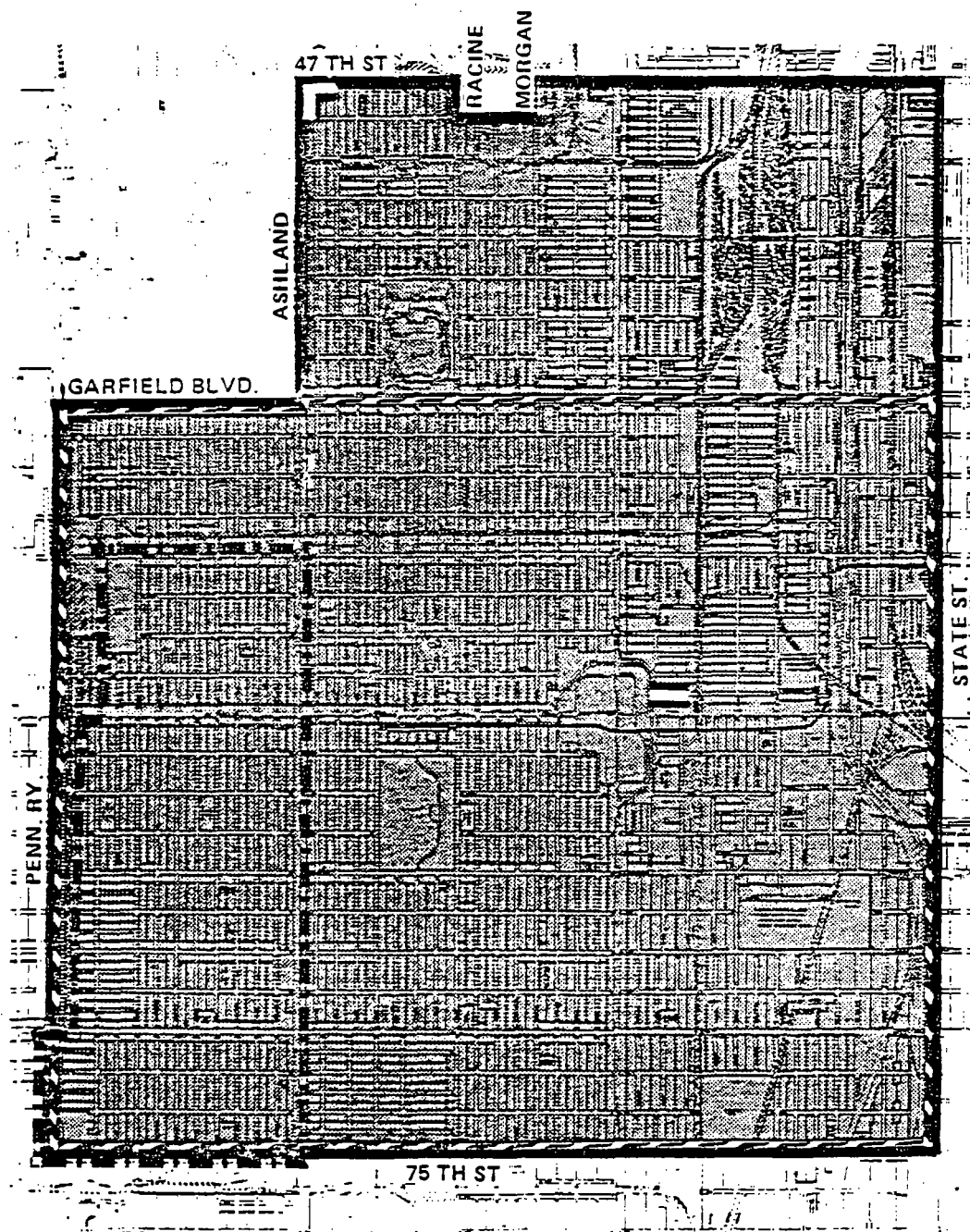
DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM

ENGLEWOOD - NEW CITY

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- HOMESTEAD BOUNDARY
- NEIGHBORHOOD STRATEGY AREA (NSA)



- URBAN RENEWAL
- == BUSINESS AREA IMPROVEMENT

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



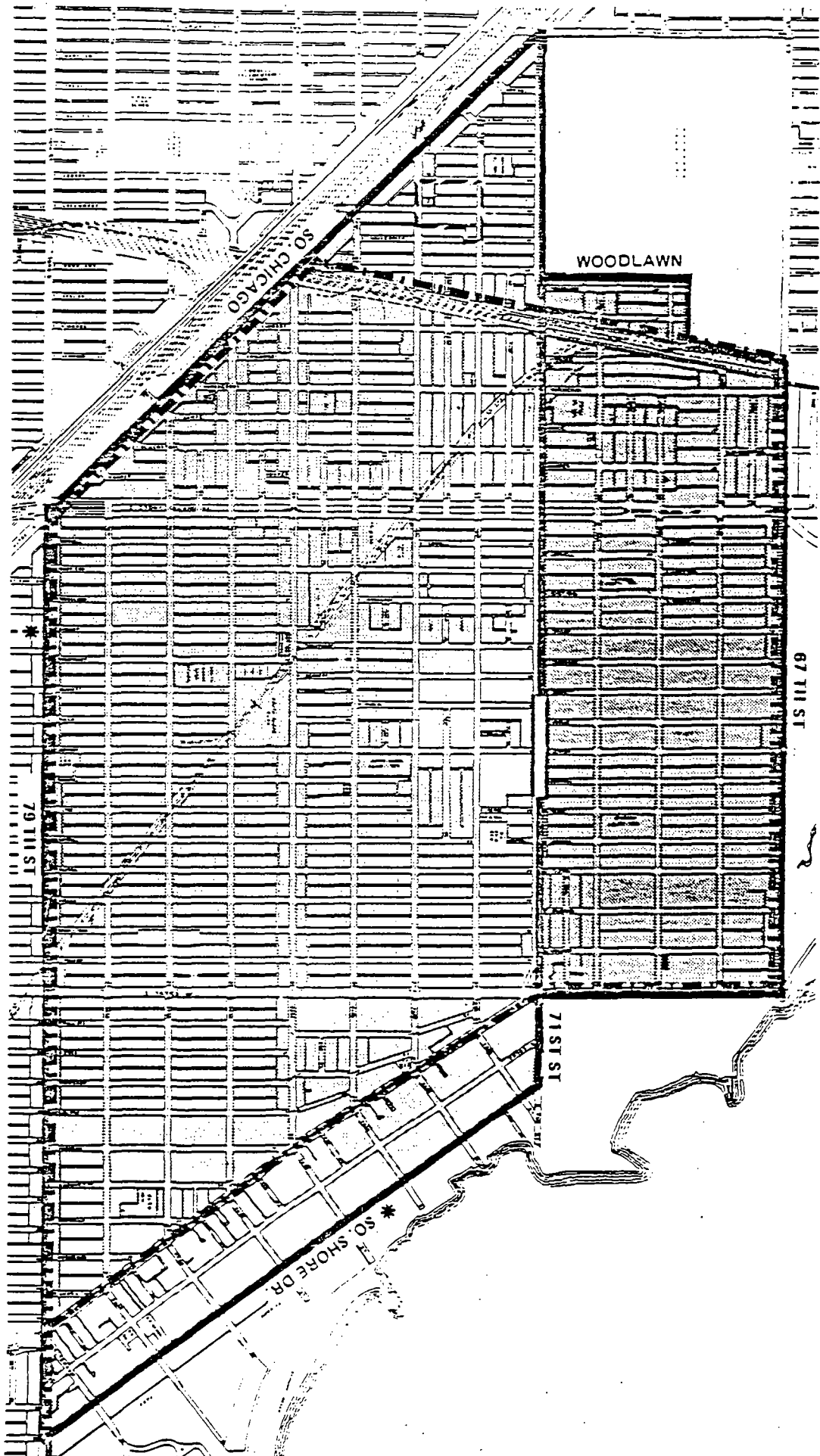
DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM SOUTH SHORE

COMMUNITY DEVELOPMENT PROGRAM PLANNING AREA (CDPPA)

NEIGHBORHOOD STRATEGY AREA (NSA)

HOMESTEAD BOUNDARY



URBAN RENEWAL

BUSINESS AREA IMPROVEMENT

* NEIGHBORHOOD FACILITIES

CITY OF CHICAGO
JANE M. BYRNE
MAYOR



North

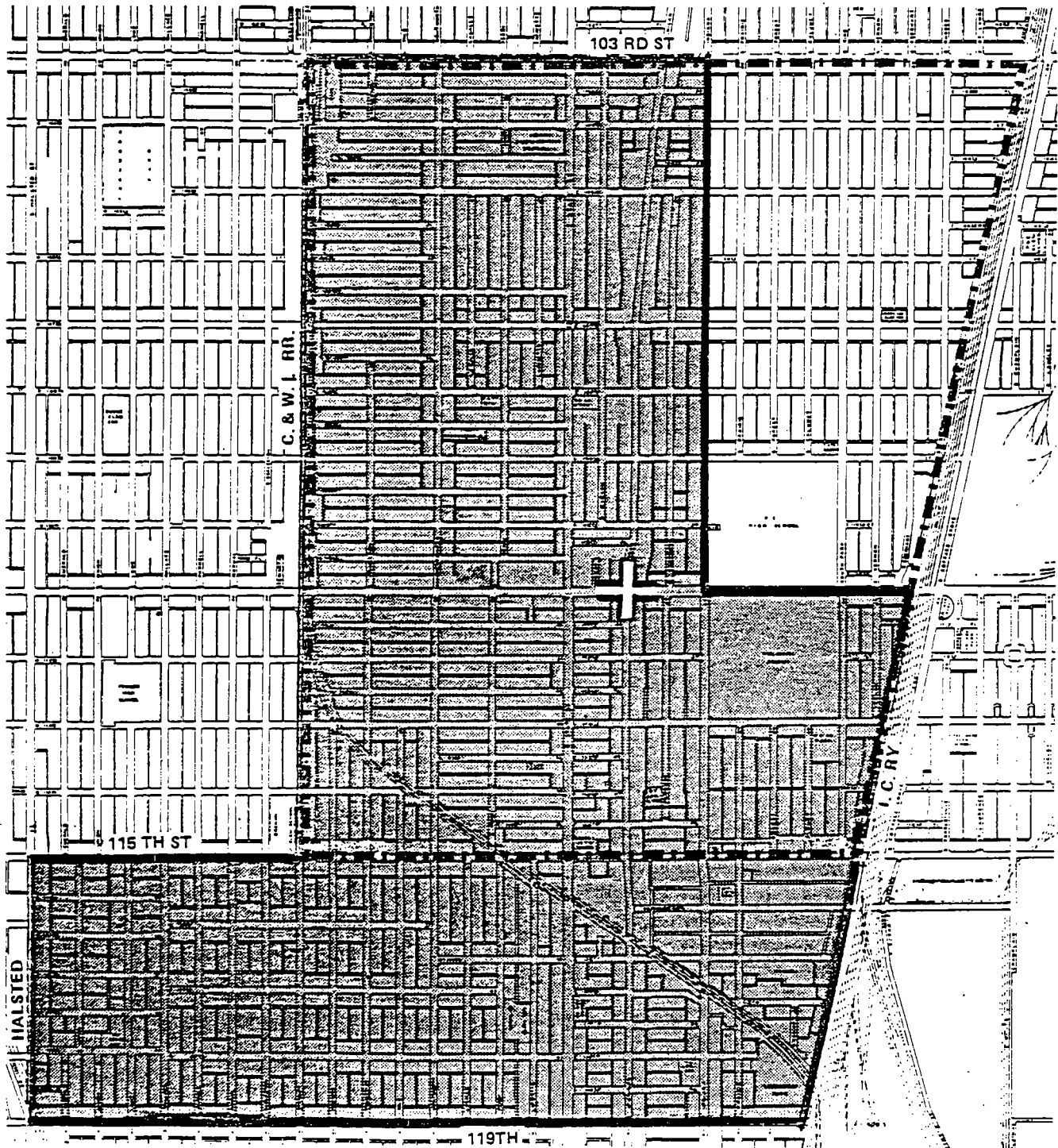
DEPARTMENT OF HOUSING
GERBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM ROSELAND

--- HOMESTEAD BOUNDARY



NEIGHBORHOOD STRATEGY AREA (NSA)



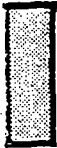
== BUSINESS AREA IMPROVEMENT

CITY OF CHICAGO
JANE M. BYRNE
MAYOR

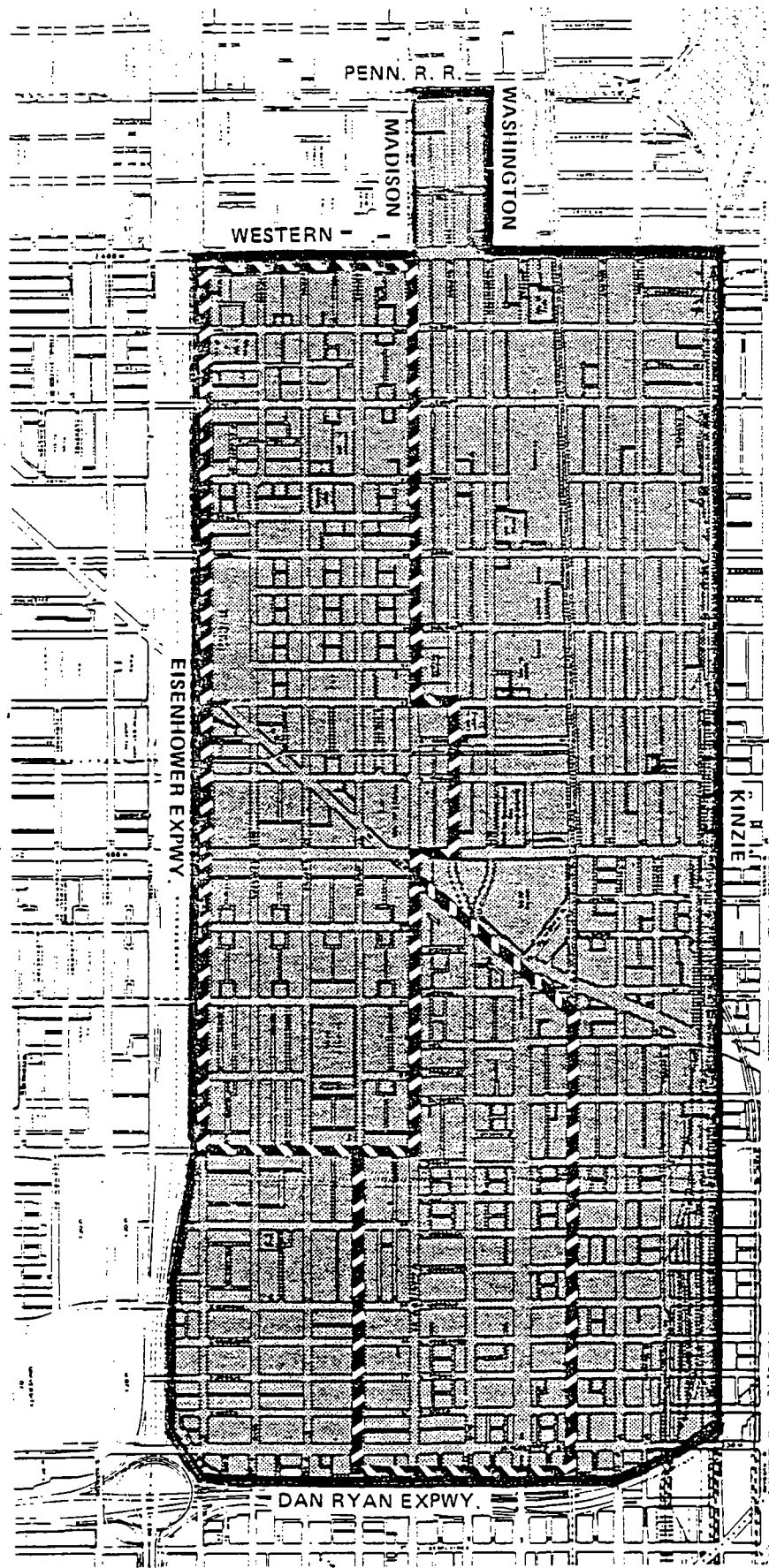


DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM
CENTRAL WEST



NEIGHBORHOOD STRATEGY AREA (NSA)



URBAN RENEWAL

December 18, 1981

JOURNAL--CITY COUNCIL--CHICAGO

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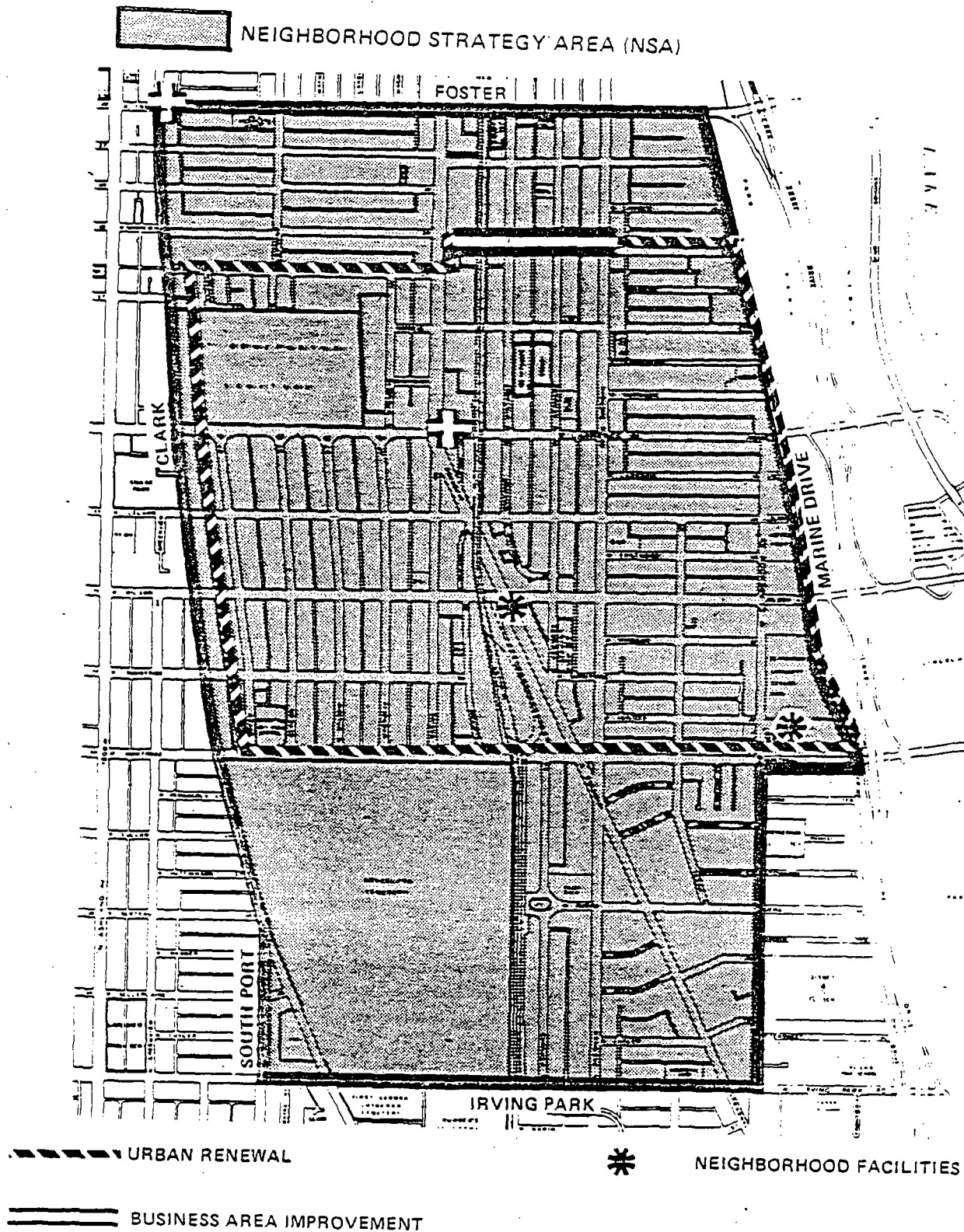
CITY OF CHICAGO
JANE M. BYRNE
MAYOR



DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM UPTOWN

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CITY OF CHICAGO
JANE M. BYRNE
MAYOR



DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

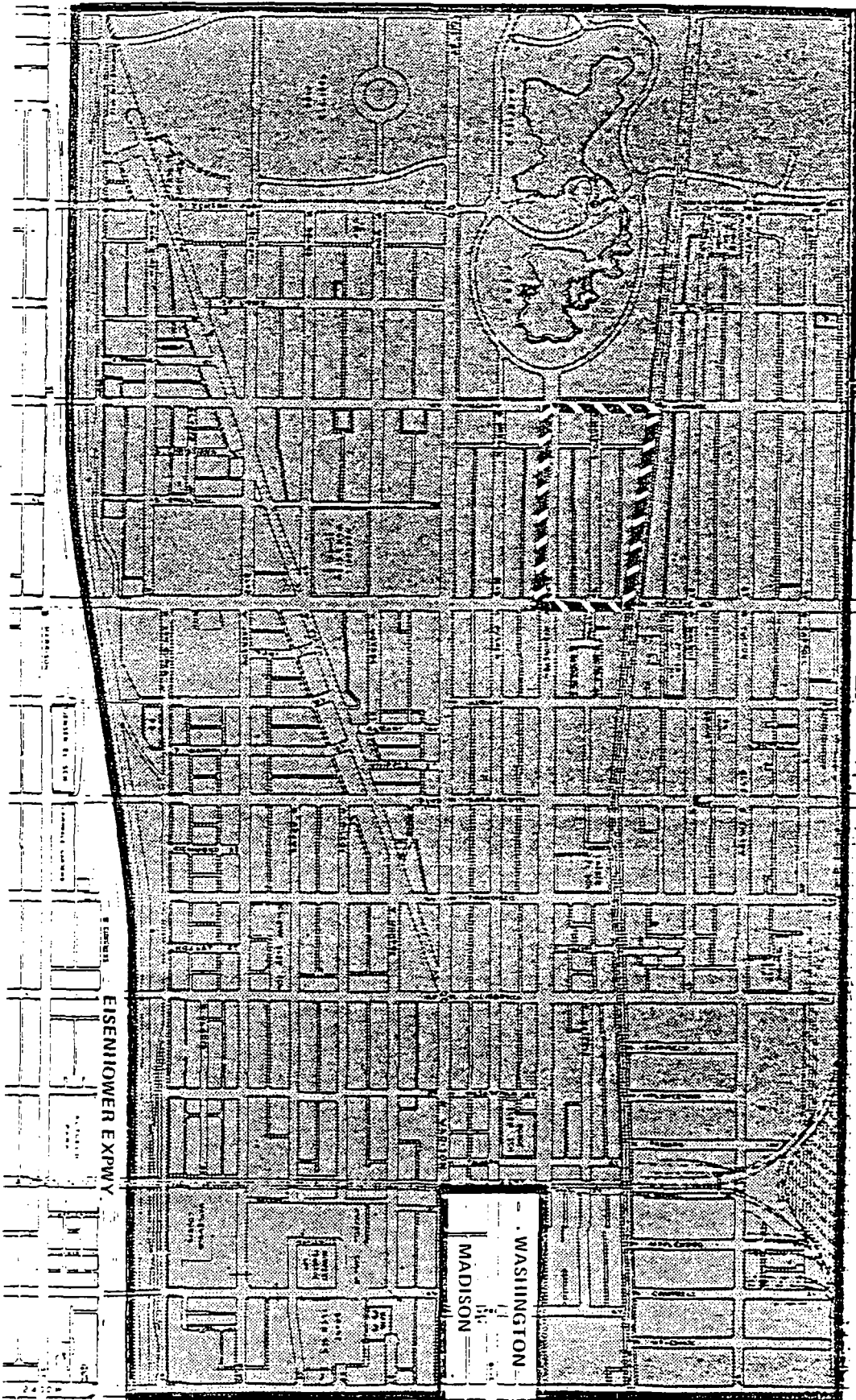
COMMUNITY DEVELOPMENT PROGRAM EAST GARFIELD PARK



NEIGHBORHOOD STRATEGY AREA (NSA)

KINZIE

HAMLIN



WESTERN

URBAN RENEWAL
CITY OF CHICAGO
JANE M. BYRNE
MAYOR

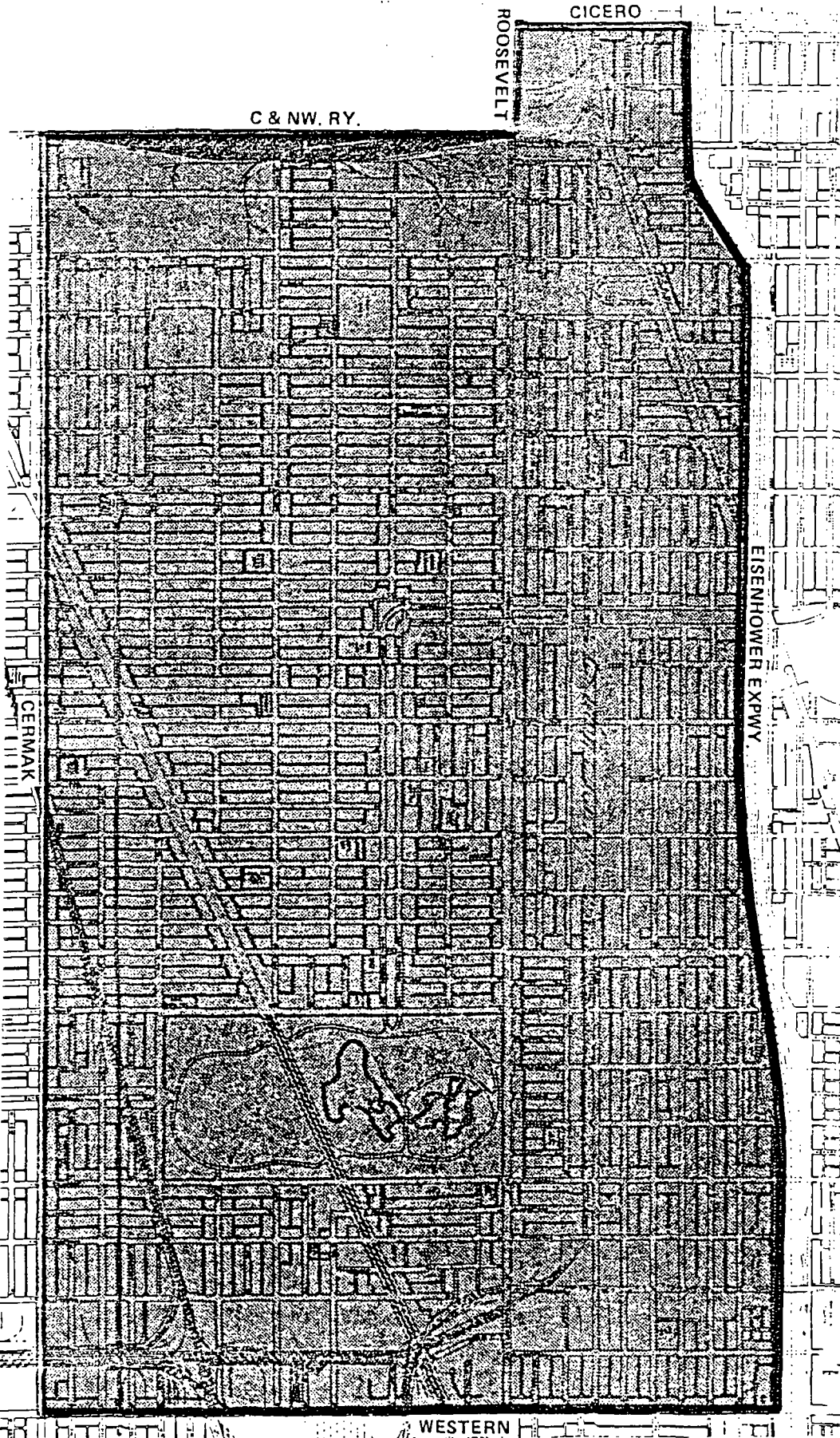


DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

COMMUNITY DEVELOPMENT PROGRAM

LAWNDALE

NEIGHBORHOOD STRATEGY AREA (NSA)



CITY OF CHICAGO
JANE M. BYRNE
MAYOR



DEPARTMENT OF HOUSING
GILBERT J. CATALDO
COMMISSIONER

MATTERS PRESENTED BY THE ALDERMEN.**(Presented by Wards, in Order, Beginning with the Fiftieth Ward).**

Arranged under the following subheadings:

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

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit final 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:

<u>Alderman</u>	<u>Location</u>
Nardulli (for Ray, 27th Ward)	W. Walnut Street, at No. 2110 -- 7:00 A.M. to 5:00 P.M. -- Monday thru Friday;
Volini (48th Ward)	W. Margate Terrace at a point 75 feet west of N. Marine Dr. -- 8:00 A.M. to 4:00 P.M.

**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 and for the distances specified, which were Referred to the Committee on Traffic Control and Safety, as follows:

<u>Alderman</u>	<u>Location and Distance</u>
Roti (1st Ward)	S. Miller Street, at No. 835 (except for handicapped);
Vrdolyak (10th Ward)	S. Clyde Avenue, at No. 9338 (except for handicapped);

Lipinski (23rd Ward)	W. 47th Street (north side) from S. Pulaski Road to S. Komensky Avenue;
	W. 47th Street (south side) from S. Lawndale Avenue to Archer Avenue;
	S. Lawndale Avenue (west side) from W. 55th Street to the first alley north thereof;
	S. Narragansett Avenue, at No. 6321 (except for handicapped);
Marcin (35th Ward)	N. Bernard Avenue, at No. - 4339 (Except for handicapped);
Cullerton (38th Ward)	W. Waveland Avenue, at No. 5946 (except for handicapped);
Oberman (43rd Ward)	N. Astor Street (west side) from a point 220 feet north of W. Schiller Street to a point 60 feet north thereof;
Volini (48th Ward)	W. Eastwood Avenue, at No. 951;
Stone (50th Ward)	W. Howard Street, at No. 2235 (Driveway).

Referred--PROPOSED ORDERS TO DESIGNATE RESIDENTIAL PARKING AREAS.

Alderman Sheahan (19th Ward) presented five proposed orders to designate residential parking areas on specified public ways, at the locations and for the distances specified, which were Referred to the Committee on Traffic Control and Safety, as follows:

- S. Waldon Parkway (both sides) from W. 98th Street to W. 99th Street;
- S. Seeley Avenue (both sides) from W. 95th Street to W. 96th Street;
- S. Damen Avenue (both sides) from W. 94th Street to W. 95th Street;
- S. Hoyne Avenue (both sides) from W. 94th Street to W. 95th Street;
- S. Hoyne Avenue (both sides) from W. 95th Street to W. 96th Street.

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:

<u>Alderman</u>	<u>Location and Type of Sign</u>
Casey (37th Ward)	N. Massasoit Avenue and W. Thomas Street -- "Stop";
Merlo (44th Ward)	N. Lakewood Avenue and W. Barry Avenue -- "Stop";
	N. Lakewood Avenue and W. Fletcher Avenue -- "Stop";
	N. Lakewood Avenue and W. Nelson Avenue -- "Stop";

Volini (48th Ward)

W. Foster Avenue and N. Kenmore
Avenue -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.**Referred--PROPOSED ORDINANCE 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 Building and Zoning, as follows:

BY ALDERWOMAN VOLINI (48th Ward):

To classify as an R3 General Residence District instead of a B5-3 General Service District the area shown on Map No. 19-B, bounded by

W. Bryn Mawr Avenue; a point 342 feet west of N. Broadway; a point 109.1 feet north of W. Bryn Mawr Avenue; a point 90.98 feet east thereof; a point 58.5 feet north of W. Bryn Mawr Avenue; a point 58.5 feet south thereof.

BY ALDERMAN STONE (50th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 15-H bounded by

W. Granville Avenue; N. Leavitt Street; the alley next south of the alley south of W. Granville Avenue or the line extended where no alley exists; a line 49.2 feet west of N. Hamilton Avenue; W. Peterson Avenue; and N. Oakley Avenue.

3. CLAIMS.

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

Alderman

Claimant

Gabinski (32nd Ward)

Mr. Weglinski

**4. UNCLASSIFIED MATTERS
(Arranged in Order According to Ward Numbers).**

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

Presented by**ALDERMAN ROTI (1st Ward):****Referred--PROPOSED ORDINANCE TO AMEND ORDINANCE ESTABLISHING
TAXICAB STAND No. 479.**

A proposed ordinance to amend the ordinance passed by the City Council on November 4, 1981, establishing Taxicab Stand No. 479 on E. South Water Street, north side/upper level, from a point 20 feet east of N. Stetson Avenue to a point 20 feet west of N. Columbus Drive for 8 vehicles. Said ordinance is hereby amended to be for 15 vehicles.--Referred to the Committee on Local Transportation.

Referred--PROPOSED ORDER TO MEMORIALIZE THE C.T.A. TO INSTALL
A BUS STAND ON PORTION OF W. ADAMS ST.

Also a proposed order to memorialize the Chicago Transit Authority to install a bus stand at the north curb of W. Adams Street from a point 100 feet east of S. Wells Street to a point 70 feet east thereof.--Referred to the Committee on Local Transportation.

Presented by

ALDERMAN EVANS (4th Ward):

**Congratulations Extended to Past Grand Master Obed E. Vanderburg
on His Distinguished Career with the Masons.**

A proposed resolution reading as follows:

WHEREAS, Obed E. Vanderburg, a longtime resident of the south side of our great City of Chicago, has enjoyed a lengthy and highly distinguished career in all branches of Masonry, up to the office of Grand Master; and

WHEREAS, Obed E. Vanderburg became a Mason in 1922, was eventually elevated to the Thirty-third Degree in 1950, and became Grand Master in 1955; and

WHEREAS, Obed E. Vanderburg's many activities in Masonry include virtually every program sponsored by this august organization on both state and national levels; locally, he was instrumental in the establishment of the Masonic Temple at No. 4227 South Cottage Grove Avenue, and has long been active in local programs involving education and assistance to the needy, cooperating with many civic and community organizations; and

WHEREAS, At the age of 90 years, Obed E. Vanderburg continues to be a contributing pillar of his community and his society and is affectionately known as the "Dean of the Past Grand Masters", now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 18th day of December, 1981, do hereby honor and congratulate Past Grand Master Obed E. Vanderburg on his long and distinguished career with the Masons, and offer him our most sincere wishes for a bright and fruitful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Obed E. Vanderburg.

Alderman Evans 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 Evans, the foregoing proposed resolution was Adopted.

**Congratulations Extended to "Operation PUSH" on Their 10th Anniversary
and Saturday, December 26, 1981 Declared "Operation
PUSH 10th Anniversary Day."**

Also a proposed resolution reading as follows:

WHEREAS, Operation PUSH is a religious corporation with a ministerial base, and a national human rights organization with both a national and an international concern and perspective; and

WHEREAS, Operation PUSH believes that injustice anywhere is a threat to justice everywhere, that justice delayed is justice denied and that ultimately might is not right, right is might; and

WHEREAS, Operation PUSH continues the process of social change utilizing the love ethic of the Judeo-Christian tradition and the militant non-violent activist tradition of Thoreau, Ghandi and Dr. Martin Luther King Jr; and

WHEREAS, Operation PUSH continues to fight for economic, political, educational and social justice for Black people, poor people and the oppressed everywhere; and

WHEREAS, Operation PUSH has provided and continues to provide a weekly national and international Saturday morning forum for the discussion and articulation of public issues, from many different perspectives, affecting our City, State, Nation and World; and

WHEREAS, Operation PUSH has created and sponsored many programs that have had a significant positive influence in our community, such as: PUSH EXPO (an international business and cultural exposition which has enabled Chicago to become the Black business capital of the nation); PUSH-EXCEL (a national educational program to motivate students and mobilize parents to get involved in the education of their children -- whose model was first tried in Chicago), the PUSH for Economic Justice (which utilizes consumer power to achieve justice); and the PUSH for Political Justice (the Chicago-based Operation PUSH has been the foremost organization in the country in leading public demonstrations throughout the South to extend the 1965 Voting Rights Act -- the most significant piece of social legislation for Black and politically disenfranchised people in the last century); and

WHEREAS, The Reverend Jesse L. Jackson and Operation PUSH has played a pivotal role in mediating labor disputes in our City (including the Fireman's strike, the Cook County Correction Officers strike, the CTA strike, the Cook County Hospital strike and the Chicago Teachers strike) and has helped to resolve many other conflicts in our City over the last 10 years; and

WHEREAS, Operation PUSH has led peace, fact-finding, educational and trade delegations to Europe, Africa (including South Africa), the Middle East and Central America (including Panama); now, therefore,

Be It Resolved, That this body congratulates Operation PUSH and its president, the Reverend Jesse L. Jackson, its founding board chairman, the Reverend Clay Evans, pastor of the Fellowship Baptist Church in Chicago, its present board chairman, Mayor Richard G. Hatcher of Gary, Indiana, its board of directors, staff, members, supporters and friends on its 10th year anniversary observance for its outstanding contribution to the life and growth of Chicago; and

Be It Further Resolved, That Saturday, December 26, 1981, be officially designated as "Operation PUSH 10th Anniversary Day" in the City of Chicago.

Alderman Evans 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 Evans, the foregoing proposed resolution was Adopted.

Presented by

ALDERMAN EVANS (4th Ward) and ALDERMAN STREETER (17th Ward):

**Operation PUSH Commended and Saturday, December 19, 1981 Declared
as "51st Anniversary of the Birth of
Gospel Music Day," Etc.**

A proposed resolution reading as follows:

WHEREAS, Chicago is considered the home of Gospel music; and

WHEREAS, The father of Gospel music, Dr. Thomas A. Dorsey the composer of such Gospel classics as "Precious Lord" and "Peace in the Valley" is a life long resident of Chicago where he still serves as minister of music at the Pilgrim Baptist Church; and

WHEREAS, The "world's greatest Gospel singer", Mahalia Jackson, hailed from Chicago; and the world renowned Reverend, James Cleveland is a native son; and

WHEREAS, The Gospel art form was nurtured in Chicago and still receives its greatest recognition through such world renowned pioneer and contemporary Chicago Gospel artists as: Roberta Martin, Sallie Martin; the Roberta Martin Singers; Delois Barrett Campbell and Barrett Sisters; Professor Theodore Frye; Robert Anderson; Willie Webb; Albertina Walker and the Caravans; and the Reverend Milton Brunson and the Thompson Community Singers; and a host of other singers, musicians, composers, and arrangers, producers and publishers; and

WHEREAS, Operation PUSH will celebrate this 51st anniversary by honoring such surviving pioneers as Dr. Mattie Moss-Clark, Willie Mae Ford Smith, Rev. Cleophus Robinson and a posthumous award to pioneer Gertrude Ward, the matriarch of the world renowned Ward singers; now, therefore,

Be It Resolved, That this body commends Operation PUSH (People United to Serve Humanity), its president, the Reverend Jesse L. Jackson, its board of directors, Mayor Richard G. Hatcher, its chairman, and members for including this 51st year celebration in its 10th year anniversary observance; and

Be It Further Resolved, That we declare Saturday, December 19, 1981, as "51st Anniversary of the Birth of Gospel Music Day" and we call upon all of Chicago to join in the celebration of this glorious event.

Alderman Evans 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 Evans, the foregoing proposed resolution was Adopted.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred--PROPOSED ORDER TO MEMORIALIZE THE C.T.A. TO INSTALL
A BUS STAND ON PORTION OF E. 59TH ST.

A proposed order to memorialize the Chicago Transit Authority to install a bus stand on the north side of E. 59th Street from S. Ellis Avenue to a point 250 feet east thereof.--Referred to the Committee on Local Transportation.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

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

A proposed ordinance to grant permission and authority to Illinois Scrap Processing Company to maintain and operate as now constructed two railroad switch tracks on and across S. Kreiter Avenue and E. 93rd Court, etc.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN HUELS (11th Ward):

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

A proposed ordinance to grant permission and authority to Standard Scrap Metal Company to maintain and operate as now constructed a railroad switch track at street grade on and across S. Princeton Avenue from a point approximately 28 feet south of W. 40th Street to a point 47 feet south thereof.--Referred to the Committee on Local Industries, Streets, and Alleys.

Presented for

ALDERMAN KELLEY (20th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance, presented by Alderwoman Humes, reading as follows:

WHEREAS, The building located at No. 6134 S. Woodlawn Avenue (fire gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; therefore,

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

SECTION 1. The building located at No. 6134 S. Woodlawn Avenue (fire gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderwoman Humes 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

Presented by

ALDERMAN LIPINSKI (23rd Ward):

Drafting of Ordinance Directed for Vacation of Portion of S. Knox Av.

A proposed order reading as follows:

ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. Knox Avenue lying between the south line of W. 59th Street and a line 142.71 feet south thereof, for Spring Aline Co. (No. 15-23-81-760), said ordinance in be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation in the City Council.

On motion of Alderman Lipinski the foregoing proposed order was Passed.

Presented by

ALDERMAN MARZULLO (25th Ward):

**Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.**

A proposed order for issuance of a permit to Franciscan Sisters Health Care Corporation to maintain and use an existing canopy attached to the building or structure located at No. 2885 W. 19th Street.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN DAVIS (29th Ward):

Tribute to the Late Reverend Samuel Mason Carter.

A proposed resolution reading as follows:

WHEREAS, The Almighty God in His infinite wisdom has seen fit to call to his eternal rest our brother, friend and mentor, the most Reverend Samuel Mason Carter; and

WHEREAS, Reverend Samuel Carter came to Chicago in the late 1960's as a Vista volunteer after having spent a very productive life teaching, pastoring and serving as Director of Research for the United Methodist Church in the Maryland-West Virginia area; and

WHEREAS, Upon coming to Chicago, Reverend Carter settled in the Lawndale area, at that time one of the most poverty-stricken and problematic parts of the City; and

WHEREAS, He immediately immersed himself into community life and very soon emerged as a fiery and articulate spokesman for the rights of the people and needs of the community; and

WHEREAS, The Northern Illinois District Conference of the United Methodist Church in recognition of his vast talents asked him to come out of ministerial retirement and to assume pastorage of the Clair Christian United Methodist Church. He agreed and served with distinction until 1979 when age and poor health forced his retirement; and

WHEREAS, Reverend Carter was intimately associated with and served in leadership roles with the Chicago-Youth Centers, Lawndale Peoples' Planning and Action Conference, Y.M.C.A. Urban Programs West, Westside Association for Community Action, Chicago Area Council-Boy Scouts of America, the John Howard Association and many other organizations and groups concerned with bringing about equality, promoting justice and improving the quality of life for all people; now, therefore,

Be It Resolved, That we, the Honorable Jane M. Byrne, Mayor, and the Chicago City Council in meeting this 18th day of December, 1981, do hereby mourn the death of Reverend Samuel Mason Carter and commend him for his efforts in behalf of mankind; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to his family so that they may always remember the esteem in which he was held by the City of Chicago.

Alderman Davis 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 Davis, the foregoing proposed resolution was Adopted, by a rising vote.

Presented by

ALDERMAN GABINSKI (32nd Ward):

**Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.**

A proposed ordinance to grant permission and authority to Gutmann and Company to maintain and operate as now constructed a railroad switch track connecting with the tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in N. Dominick Street near W. Webster Avenue, etc.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN MELL (33rd Ward):

**Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.**

A proposed ordinance to grant permission and authority to Harold S. Zakroff to maintain and use as now constructed a vault underneath the surface of the first east-west public alley south of W. Armitage Avenue near N. Washtenaw Avenue, etc.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN FROST (34th Ward):

**Congratulations Extended to William and Josephine Calhoun on Their
50th Wedding Anniversary.**

A proposed resolution reading as follows:

WHEREAS, William and Josephine Calhoun are celebrating their 50th Wedding Anniversary on December 19, 1981; and

WHEREAS, On December 19, 1931, they were married in the County Building, Chicago, Illinois, by the Reverend Jones, reception was held at 1847 West Lake Street; and

WHEREAS, At the time they met, the father was 16 years old and the mother was 13 years of age, she lived at 321 North Oakley Boulevard, and he lived at No. 300 North Claremont, their back porches faced each other, giving time for the friendship to grow. In 1931 when the young lad proposed to the young lady, he said to her "If you marry me, I'll do the best I can"; and

WHEREAS, Josephine Ferman moved to Chicago with her mother and father in 1916, she attended Hayes and Tennyson Elementary Schools and McKinley High School. She and her family attended Friendship Baptist Church, after her marriage she became a member of St. Stephen A.M.E. Church; and

WHEREAS, Josephine Calhoun has been a member of her church club, "The Criterion" for 32 years; and

WHEREAS, Josephine Calhoun was employed with Electro Manufacturing Company until they relocated in Texas. She is presently employed with the Chicago Police Department; and

WHEREAS, William Calhoun came to Chicago from Atlanta, Georgia with his maternal grandmother, uncles, and aunts in 1923; his mother passed away when he was 6 months old, his father remained in the South; and

WHEREAS, William Calhoun attended Tennyson Elementary School and Crane High School. William Calhoun and his entire family became members of St. Stephen A.M.E. Church, where he has been a member of Usher Board No. 1 for 50 years; and

WHEREAS, William Calhoun was employed at Richardson Company in Melrose Park for 35 years, the company was dissolved in 1962, then he was employed at Wieboldt Stores until his retirement in 1981; and

WHEREAS, William and Josephine have two favorite songs from childhood...."My Blue Heaven", and "A Cottage for Sale"; and

WHEREAS, Mr. and Ms. Calhoun have two daughters, Barbara Aileen C. Cox and Patricia Elaine Calhoun, and a granddaughter, Candace Lynette; and

Be It Resolved, By the City Council of the City of Chicago and the entire City expresses congratulations and wish that you enjoy many more happy years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Ms. William Calhoun.

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

On motion of Alderman Frost, the foregoing proposed resolution was Adopted.

Presented by

ALDERMAN FABINA (36th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27, SECTION 234
OF MUNICIPAL CODE CONCERNING TRAFFIC AND VEHICLES.

A proposed ordinance, presented by Aldermen Farina, Shaw, Barden and Stone, to amend Chapter 27, Section 234 of the Municipal Code of Chicago concerning the posting of "Funeral" banners or flags on vehicles during a funeral procession, etc.--Referred to the Committee on Traffic Control and Safety.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDINANCE TO ESTABLISH A BUS STAND ON PORTION
OF W. LAWRENCE AV.

A proposed ordinance to establish a bus stand on W. Lawrence Avenue (south curb) from a point 20 feet west of the west property line of N. Christiana Avenue to a point 140 feet west thereof.--Referred to the Committee on Local Transportation.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCE TO REPEAL TAXICAB STAND NO. 140.

A proposed ordinance to repeal the ordinance previously passed by the City Council which had established Taxicab Stand No. 140 on N. Rush Street near E. Ontario Street.--Referred to the Committee on Local Transportation.

Presented by

ALDERMAN OBERMAN (43rd Ward):

**Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.**

A proposed ordinance to grant permission and authority to Grant Hospital to install, maintain and use an inspection manhole which is to be set level to sidewalk grade in the east sidewalk adjacent to No. 551 W. Grant Place and is to be used for sewer connection for the building at the address sited above.--Referred to the Committee on Local Industries, Streets and Alleys.

**Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND
MAINTAIN EXISTING CANOPY.**

Also a proposed order for issuance of a permit to American National Bank and Trust Company of Chicago, U/T No. 48338, to construct, maintain and use a canopy attached to the building or structure located at No. 2314 Lincoln Park West.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN CLEWIS (45th Ward):

**Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.**

A proposed order for issuance of a permit to Mar-Jac Corporation to maintain and use an existing canopy attached to the building or structure located at No. 5708 W. Irving Park Road.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN SCHULTER (47th Ward):

**Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.**

A proposed order for issuance of a permit to Stefan Oster to maintain and use two existing metal canopies attached to the building or structure located at No. 2350 W. Sunnyside Avenue.--Referred to the Committee on Local Industries, Streets and Alleys.

Presented by

ALDERMAN STONE (50th Ward) and OTHERS:

**Gratitude Extended to Alan Page for Exemplary Career and Contribution
to the Youth of Chicago and America.**

A proposed resolution, presented by Aldermen Stone, 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, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini and Orr, reading as follows:

WHEREAS, On Sunday, December 20, 1981, Alan Page will end an illustrious career in college and professional football; and

WHEREAS, Alan Page has epitomized the "I Will" spirit of Chicago throughout his college and professional career during the time he played with the Chicago Bears and before that, with the Minnesota Vikings and during his college career at Notre Dame; and

WHEREAS, Alan Page through his tenacity, not only in his athletic ability, but in the goals he set for himself in his educational endeavors and his present and future chosen vocation as an Attorney-at-law practicing before the Minnesota Bar; and

WHEREAS, Alan Page has never allowed his success to cloud his vision and has maintained a position as a role model for the youth of America in all his endeavors and as such does great service for all future generations; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 18th day of December, 1981, do hereby offer our deepest sense of gratitude to Alan Page for an exemplary career in professional athletics and for his contribution to the youth of Chicago and America; and

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

Alderman Stone 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 Stone, seconded by Alderman Bertrand, the foregoing proposed resolution was adopted.

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 Permit:

BY ALDERMAN GABINSKI (32nd Ward):

St. Elizabeth Hospital, No. 1431 N. Claremont Avenue--for the installation of a computerized tomographic body scanner suite, relocation of the morgue and renovation of the critical care units.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Louise Burg Hospital, No. 255 W. Cermak Road.

BY ALDERMAN BURKE (14th Ward):

Central Community Hospital, No. 5701 S. Wood Street.

BY ALDERMAN BRADY (15th Ward):

Holy Cross Hospital, No. 2701 W. 68th Street at S. California Avenue.

BY ALDERWOMAN HUMES (8th Ward) (for Alderman Kelley 20th Ward):

Saint Bernard Hospital, No. 326 W. 64th Street.

BY ALDERMAN NARDULLI (26th Ward):

Saint Mary of Nazareth Hospital Center, No. 2233 W. Division Street.

BY ALDERMAN DAVIS (29th Ward):

Christian Action Ministry Center for Human Development Nursing Center, No. 5130 W. Jackson Boulevard.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Elizabeth Hospital, No. 1431 N. Claremont Avenue.

BY ALDERMAN OBERMAN (43rd Ward):
Augustana Hospital, No. 411 W. Dickens Avenue.

Children's Memorial Hospital, No. 2300 Children's Plaza.

BY ALDERMAN MERLO (44th Ward):
Illinois Masonic Medical Center, No. 836 W. Wellington Avenue.

BY ALDERWOMAN VOLINI (48th Ward):
The Admiral, No. 909 W. Foster Avenue.

United Methodist Homes and Services, No. 1415 W. Foster Avenue.

Cancellations of Warrants for Collection:

BY ALDERMAN HUELS (11th Ward):
St. Mary of Perpetual Help Church, No. 1029 W. 32nd Street--boiler and fuel burning equipment inspection.

BY ALDERMAN SHUMPERT (24th Ward):
Chicago Youth Centers/ABC Youth Center, No. 3415 W. 13th Place--mechanical ventilation inspection.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 12, 1981).

Alderman Streeter moved to correct said printed Official Journal of the regular meeting held on November 12, 1981 as follows:

Page 7947 - by inserting the word "Bond" on the twelfth line from the bottom of the page immediately after the number "1981";

Page 7965 - by inserting the language "thereupon cease, terminate, become void and be discharged and satisfied. In such event the owners of the bonds shall" on the seventh line from the top of the page immediately after the word "shall".

The motion Prevailed.

JOURNAL (December 11, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, December 11, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Streeter moved to correct said printed Official Journal as follows:

By deleting Page 3 of Addendum of the Journal of the Proceedings and inserting the following:

No officer or employee shall have the right to demand continuous employment or compensation by reason of any appropriation if upon the determination of the Department Head, his services are not needed and it becomes necessary to lay him off on account of lack of work or lack of funds. In case of a vacancy in any office or position, the head of a department in which the vacancy occurs shall not be required to fill such office or position if, in his judgment and discretion, there is no necessity therefor.

On or before the first day of February, 1982, and on or before the first day of August, 1982, the head or acting head of each department, commission, or board covered by this ordinance shall file with the City Comptroller for public inspection, a report showing all federal funds received or administered by it during the preceding months of July, 1981, through December, 1981 and the months of January, 1982 through June, 1982, respectively, the amounts disbursed, purposes for which disbursements were made and a list of any pending applications for federal grants of credits or funds to his department, commission or board.

The report shall include funds received or administered (1) directly from the Federal Government and (2) from the State of Illinois as a grant or disbursement made out of federal funds or grants.

A department head whose department receives or administers no federal funds shall be deemed to satisfy this requirement by filing a report stating that fact, which report shall be deemed to continue in effect as a continuing report of no federal funds until such time as there is a change.

SECTION 7. Any employee who is required and is authorized to use his personally-owned automobile regularly in the conduct of official City business shall be allowed, and paid eighteen (\$.18) cents per mile allowance for the number of miles per month use of such privately-owned automobile, to a maximum amount of one hundred fifty dollars (\$150.00) per month; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with contracts approved by the City Council, between the City of Chicago and recognized collective bargaining agents.

The motion Prevailed.

Thereupon, Alderman Streeter 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.

Chapter 194A, of Municipal Code Amended to Create Dept. of Zoning, Etc.

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of the Proceedings of December 11, 1981, page 8280, recommending that the City Council pass a proposed ordinance to amend Chapter 194A, of the Municipal Code concerning creation of a Department of Zoning, etc.

On motion of Alderman Roti 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of the City of Chicago, Chapter 194A, Article 11.1, be and is hereby amended by deleting certain wording as is contained in brackets below and substituting therefore certain words in *italics* below as follows:

11.1 The administration of this comprehensive amendment is hereby vested in three offices of the City of Chicago as follows:

[Bureau of Zoning] Department of Zoning
The Board of Appeals
Department of Planning [City and Community Development]
This Article shall

SECTION 2. The Municipal Code of the City of Chicago, Chapter 194A, Article 11.2-1, be and is hereby amended by deleting certain wording as is contained in brackets below and substituting therefore certain words, in *italics* below as follows:

Department of Zoning

11.2-1 Creation. There is hereby established [a Bureau in the department of buildings] an Executive Department which shall be known as the ["Bureau of Zoning".] Department of Zoning. Said [Bureau] Department shall be under the direction of a Zoning Administrator who shall be appointed by the Mayor by and with the consent of the City Council. The Zoning Administrator may be removed by the Mayor for cause. Such other employees of the [Office of the Zoning Administrator] Department of Zoning shall be appointed as shall be authorized by the City Council in its annual appropriation ordinance.

SECTION 3. The Municipal Code of the City of Chicago, Chapter 194A, Article 11.2-2, be and is hereby amended by the addition of a new sub-section in proper numerical sequence in *italics*, to read as follows:

(10) Receive, consider and decide all requests for exceptions from the requirements of this comprehensive amendment as specified in Article 11.7A.

SECTION 4. The Municipal Code of the City of Chicago, Chapter 194A, Article 11.5-1, be and is hereby amended by an addition to paragraph (2) in *italics* below as follows:

(2) A plat, in duplicate, drawn to scale in such form as may from time to time, be prescribed by the Zoning Administrator, showing the ground area, height, and bulk of the building or structure, the building lines in relation to lot lines, the use to be made of the building or structure or land, and such other information as may be required by the Zoning Administrator for the proper enforcement of their comprehensive amendment.

When a building permit application for the repair, remodeling and/or alteration of pre-ordinance (built before July 8, 1957) residential buildings, or buildings of mixed residential occupancy containing not more than six dwelling units is filed with the Department of Zoning, and zoning certification is sought for the present number of dwelling units existing at the time of submittal of such application, such zoning certification shall be limited to certify, not more than one unit over the number of units, originally authorized. The said permit application must be accompanied by such documents and be in such form as may, from time to time, be prescribed by the Zoning Administrator, to substantiate the density existing prior to the effective date of this comprehensive amendment. Such documents may include, but are not limited to, affidavits, leases, utility records, or any other instruments deemed necessary by the Zoning Administrator to make a determination of authorized non-conformity.

One copy of each of the two plats shall be attached to the application for a building permit when it is submitted to the office of the Zoning Administrator for a zoning certificate and shall be retained by the Zoning Administrator as a public record.

SECTION 5. The Municipal Code of the City of Chicago, Chapter 194A, be and is hereby amended by the Addition of a new Article identified as Article 11.7A, in *italics*, to read as follows:

11.7A Exceptions

11.7A-1. Purpose. The Zoning Administrator, or a representative designated by him, may consider and decide requests for exceptions from the requirements of this comprehensive amendment only in the specific instances hereinafter set forth, where the Zoning Administrator makes a finding of fact that the granting of the exception will not be detrimental to the public welfare nor injurious to other property or improvements in the neighborhood in which the property is located.

11.7A-2. Application for Exception. An application for an exception shall be filed with the the Zoning Administrator. The application shall contain such information as the Zoning Administrator may, from time to time, provide.

11.7A-3. Authorized Exceptions. Exceptions from the requirements of this comprehensive amendment may be granted by the Zoning Administrator only in the following instances and in no others:

- (1) To permit a reduction of up to 50% in the depth of any yard required by the applicable regulations; and to waive the side yard requirement for any portion or extension thereof, of an existing building situated on the side lot line or at a proximity to it that is less than that prescribed by the Ordinance;
- (2) To permit the use of a lot for a use otherwise prohibited solely because of the insufficient area of the lot, but in no event shall the area of the lot be less than 90% of the required lot area;
- (3) In an R6, R7, or R8 District, to reduce the off-street parking requirements by not more than five parking spaces or 20%, whichever is greater, in the case of a dwelling which existed on the effective date of this comprehensive amendment and which subsequently is converted into a two-family or multiple-family dwelling;
- (4) In the case of building permit applications for the repair, remodeling and/or alteration of pre-ordinance (built before July 8, 1957) residential buildings, or buildings of mixed residential occupancy, containing not more than six dwelling units, sought to correct Notices of Violation cited by the Department of Inspectional Services, or for the voluntary rehabilitation of such structures, in which there is evidence that the building has been converted, altered or used for a greater number of dwelling units than existed at the time of its construction, the Zoning Administrator may make zoning certification of the increased density, not to exceed more than 1 unit above its original construction, upon review of the documentary evidence supporting such increase in density, submitted by the owner, and pursuant to Article 11.5-1.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and due publication.

**Chicago Zoning Ordinance Amended to Reclassify Area
Shown on Map No. 13-G.
As Amended**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of December 11, 1981, page 8283, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

On motion of Alderman Roti the said proposed ordinance was Passed, as amended, 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, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the Residential Planned Unit Development symbols and indications as shown on Map No. 13-G in the area bounded by

a line 179 feet north of W. Berwyn Avenue; the west boundary line of Lincoln Park; W. Berwyn Avenue; and N. Sheridan Road

to the designation of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

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

**Original Street Names Added to Existing Street Names in
Pullman Historic District.**

On motion of Alderman Stone the City Council took up for consideration the report of the Committee on Cultural Development and Historical Landmark Preservation deferred and published in the Journal of the Proceedings of November 12, 1981, pages 8038-8039, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to add original street names to the existing street names in the Pullman Historic District.

On motion of Alderman Stone 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, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the names of the streets in the area bounded by E. 111th Street on the north, S. Langley Avenue on the west, E. 114th Street on the south, and S. Cottage Grove Avenue on the east, while retaining their present names, be given additional names as follows, said additional names being those names by which said streets were known prior to annexation to the City of Chicago:

Present Name	Limits	Additional Name
E. 111th Street	S. Cottage Grove Avenue and S. Langley Avenue	E. Florence Boulevard
S. Langley Avenue	E. 111th Street and E. 114th Street	S. Fulton Avenue
S. Champlain Avenue	E. 111th Street and E. 114th Street	S. Stephenson Avenue
S. St. Lawrence Avenue	E. 111th Street and E. 114th Street	S. Watt Avenue
S. Forrestville Avenue	E. 111th Street and E. 114th Street	S. Morse Avenue
S. Cottage Grove Avenue	E. 111th Street and E. 114th Street	S. Pullman Drive
E. 112th Street	S. Cottage Grove Avenue and S. Langley Avenue	E. Arcade Row

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

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Friday, the eighteenth (18th) day of December, 1981, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-ninth (29th) day of December, 1981, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Bertrand moved that the City Council do Adjourn. The motion prevailed and the City Council stood Adjourned to meet in regular meeting on Tuesday, December 29, 1981, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.