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COPY



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

Regular Meeting—Thursday, January 21, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

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

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

Attendance at Meeting.

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

Absent--Aldermen Kenner, Evans, Burke, Marzullo, Ray, Casey, Laurino.

Call to Order.

On Thursday, January 14, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) President Pro Tem: Alderman Edward R. Vrdolyak, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Quorum present.

On motion of Aldermen Bertrand, Carothers and Cullerton, respectively, it was ordered noted in the Journal that Aldermen Evans and Ray were in the hospital and Alderman Casey was absent due to illness.

Invocation.

Alderwoman Eloise Barden, 16th Ward, opened the meeting with prayer.

Approval Given to Mayor's Appointment of Michael Cardilli as a Member of the Chicago Transit Authority Board.

Alderman Frost moved to *Suspend the Rules Temporarily*, to take up Out of the Regular Order of Business the report of the Committee on Local Transportation, (referred on January 14, 1982) recommending that the City Council approve the Mayor's appointment of Michael Cardilli as a member of the Chicago Transit Authority Board. The motion *Prevailed*, by a viva voce vote.

On motion of Alderman Hagopian the said appointment of Michael Cardilli was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--39.

Nays--Alderman Oberman--1.

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

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

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

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

Proclamations.

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

"YOUNG AUDIENCES WEEK IN CHICAGO":
March 21-27, 1982;

"CATOE DAY IN CHICAGO":
February 28, 1982;

"CHICAGO CHAMBER BRASS DAY IN CHICAGO":
January 15, 1982;

"DON H. MERSHON DAY IN CHICAGO":
January 19, 1982;

"UKRAINIAN INDEPENDENCE DAY IN CHICAGO":
January 22, 1982;

"BRAZILIAN CARNIVAL DAY IN CHICAGO":
February 20, 1982;

"MARCH OF DIME MAN OF THE YEAR DAY IN CHICAGO":
February 23, 1982;

"UNICEF WEEK IN CHICAGO":
April 20-27, 1982;

"OUR WORLD UNDERWATER WEEK IN CHICAGO":
April 30 - May 2, 1982.

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 January 14, 1982, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 21, 1982 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 14, 1982 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 21, 1982.

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

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

*Summary of Adopted Budget for 1982 Showing
Distribution of Appropriations.*

A communication from the Office of Budget and Management transmitting a summary of the adopted Budget for 1982 showing the distribution of appropriations by function including local funds and General Revenue Sharing Funds.--Placed on File.

Claims against City of Chicago.

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

Allstate Ins. Co. (3) John Cannizzo, James Dolan, Charles E. Richee, American States Insurance and North American Printing, Inc.;

Central Steel and Wire Co., Chicola Desirae A., Curley Cynthia G.;

Denson Jessie M., Dillard Lawrence and Annette, R. L. Dunne and Co. and Sager Sealant Corp.;

Flex Judith, Fross G. Gerald;

Hard Board Fabricators, Inc.;

Illinois Bell Telephone Co. (3);

Kemper Group and Jerry O'Neill, Kryston Josephine, Kyle Patricia A.;

Perrone Joseph Jr., Pizza Joseph;

Reed James, Remedi Robert P., Ruth Lee;

H. A. Shearer Carpet and Rug Cleaners, Skipitis Anthony, State Farm Ins. Co. and Carrie Lenore, Sullivan Lula, Swanson Donald E.;

Teeling Walter L.;

Wade Jimmie, Warren Cheryl Robin;

Zawaski John K.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of January 20, 1982, which read as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1452 N. Cleveland Avenue, which was authorized by ordinance passed October 6, 1981, page 7314, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1451 N. Mohawk Street, which was authorized by ordinance passed October 6, 1981, page 7319, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3541 S. Princeton Avenue, which was authorized by ordinance passed August 19, 1981, page 6907, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 6440 S. Rhodes Avenue, which was authorized by ordinance passed August 19, 1981, page 6907, Council Journal.

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

The following is a summary of said bids:

No. 1452 N. Cleveland Av.

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid \$15,600.00, deposit check \$1,560.00 (Cashier's check);

No. 1451 N. Mohawk St.

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid \$15,000.00, deposit check \$1,500.00 (Cashier's check);

No. 3541 S. Princeton Av.

Leroy Perrino, 3551 S. Princeton Avenue, Chicago, Illinois 60609: Amount bid \$3,900.00, deposit check \$390.00 (Cashier's check);

No. 6440 S. Rhodes Av.

Charles C. Machen, 6436 S. Rhodes Avenue, Chicago, Illinois 60637: Amount bid \$2,000.00, deposit check \$200.00 (Cashier's check).

*Referred--AN ORDINANCE CONCERNING THE "RECALL"
OF ELECTED CITY OFFICERS.*

Also a communication received in the City Clerk's office from Joseph Wawrzyk, an individual, requesting that an ordinance concerning the "Recall" of elected City officers be introduced to the City Council.--*Referred to the Committee on Committees and Rules*:

*Referred--NOTIFICATION AS TO SELECTION OF PROXY TO AFFIX
SIGNATURE OF CITY COMPTROLLER TO PURCHASE CONTRACT FOR
GENERAL OBLIGATION TAX ANTICIPATION NOTES, SERIES OF
JANUARY, 1982.*

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

OFFICE OF THE COMPTROLLER
CITY OF CHICAGO

January 14, 1982.

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to the Purchase Contract for General Obligation Tax Anticipation Notes, Series of January, 1982, in the amounts and for the specific purposes as follows:

<i>Amount</i>	<i>Purpose</i>
\$ 22,525,000	Chicago Public Library -
	Maintenance and Operation
2,700,000	Chicago Public Library -
	Buildings and Sites
9,300,000	City Relief -
	General Assistance
94,775,000	Corporate
6,925,000	Judgment

and which Tax Anticipation Notes for said respective purposes were authorized to be issued by ordinances adopted by the City Council of the City of Chicago on January 14, 1982.

Appended hereto is a written signature of my name as the same will appear on said Purchase Contract for said General Obligation Tax Anticipation Notes, Series of January, 1982, as executed by said Charles A. Whelpley and with the proxy's signature underneath, all as required by statute.

Very truly yours,

(Signed) ANTHONY N. FRATTO,
City Comptroller.

[Signatures appended as stated]

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for
The Adler Planetarium.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program to The Adler Planetarium.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Adler Planetarium is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Adler Planetarium is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Thirty Five Thousand Dollars (\$35,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Adler Planetarium, No. 1300 South Lake Shore Drive, Chicago, Illinois 60605.

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

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this _____ day of _____, 198__ by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and The Adler Planetarium, a not-for-profit Illinois Corporation, hereinafter referred to as the Planetarium;

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1981; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Adler Planetarium in the sum of \$35,000.00 for the purpose of making the Planetarium more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Thirty-five Thousand and no/100 dollars (\$35,000.00), The Adler Planetarium undertakes to perform as follows:

1. *Scope of Services:*

(a) The Planetarium shall use said grant for the following purposes:

1. Curb cuts
2. Parking place markings
3. Removable seats in the Universe Theatre
4. Grabrails and sink-pipe installation in the men's washroom
5. Benches
6. Modified seating in the Sky Theatre
7. Directional signals throughout the building
8. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Planetarium.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) *Compensation:*

The Planetarium shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Planetarium within the terms of the budget.

(b) *Method of Payment:*

The City agrees to pay the Planetarium an amount not to exceed \$35,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by the Planetarium under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by the Planetarium. As often as determined by the City, the Planetarium will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by the Planetarium in the performance of this contract and claimed as an allowable cost. The above documents

should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Planetarium hereunder exceed the maximum sum of \$35,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number _____.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to the Planetarium addressed to Dr. Joseph M. Chamberlain, President, The Adler Planetarium, 1300 South Lake Shore Drive, Chicago, Illinois 60605.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by the Planetarium in accordance with architectural plans and specifications prepared by the Planetarium's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Planetarium under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Planetarium agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00

In Witness Whereof, the City and The Adler Planetarium, have executed this contract as of the date first above written.

[Signature forms omitted]

Part II. General Conditions--Non-Discrimination.

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 242 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts continuing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of
Architectural Barriers under Community
Development Block Grant for The
Art Institute of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The Art Institute of Chicago.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed.

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Art Institute of Chicago is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Art Institute of Chicago is a not-for-profit Illinois Corporation, serving the needs of citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Seventy Thousand Dollars (\$70,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Art Institute of Chicago No. 200 S. Michigan Avenue, Chicago, Illinois, 60602.

SECTION 2. These funds are to be allocated subject to an agreement entered into between the City of Chicago and The Art Institute of Chicago attached hereto.

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and The Art Institute of Chicago a not-for-profit Illinois Corporation, hereinafter referred to as The Art Institute:

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Art Institute in the sum of \$70,000.00 for the purpose of making The Art Institute more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Seventy Thousand Dollars (\$70,000.00), the Art Institute undertakes to perform as follows:

1. *Scope of Services:*

(a) The Art Institute shall use said grant for the following purposes:

1. Modifications of the main washrooms

2. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

- (b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the _____.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) Compensation

The Art Institute shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Art Institute within the terms of the budget.

(b) Method of Payment

The City agrees to pay the Art Institute an amount not to exceed \$70,000.00 which shall constitute full and complete compensation for all of the obligations undertaken by the Art Institute under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by The Art Institute as often as determined by the City, the Art Institute will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by the Art Institute in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that, in no event will the total amount paid to the Art Institute hereunder exceed the maximum sum of \$70,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number _____.

5. *Notices:*

Notices and communications under this contract shall be sent first-class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 and to The Art Institute, addressed to E. L. Chalmers, Jr., President, The Art Institute of Chicago, Michigan Avenue at Adams Street, Chicago, Illinois 60604.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by The Art Institute in accordance with architectural plans and specifications prepared by The Art Institute's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Art Institute under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based

on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Art Institute agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and the Art Institute of Chicago have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes]

Part II General Conditions -- Non-Discrimination

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole, or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts continuing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages

at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for
The Chicago Academy of Science.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for the The Chicago Academy of Science.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Chicago Academy of Science is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Chicago Academy of Science is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Chicago Academy of Sciences, No. 2001 North Clark Street, Chicago, Illinois, 60614.

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

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement

on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and the Chicago Academy of Sciences a not-for-profit Illinois Corporation, hereinafter referred to as The Academy of Sciences;

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Academy of Sciences in the sum of \$20,000.00 for the purpose of making The Academy of Sciences more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Twenty Thousand Dollars (\$20,000.00), The Academy of Sciences undertakes to perform as follows:

1. *Scope of Services:*

(a) The Academy of Sciences shall use said grant for the following purposes:

1. Installation of accessible water fountains
2. Installation of benches
3. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the _____.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) *Compensation*

The Academy of Sciences shall be compensated on a reimbursement basis for site improvement and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Academy of Sciences with the terms of the budget.

(b) Method of Payment

The City agrees to pay The Academy of Sciences an amount not to exceed \$20,000.00 which shall constitute full and complete compensation for all of the obligations undertaken by The Academy of Sciences under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by The Academy of Sciences. As often as determined by the City, The Academy of Sciences will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by The Academy of Sciences in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that, in no event will the total amount paid to The Academy of Sciences hereunder exceed the maximum sum of \$20,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number _____.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, No. 121 N. LaSalle Street, Chicago, Illinois 60602 and to The Academy of Sciences addressed to W. J. Beecher, Director, Chicago Academy of Sciences No. 2001 N. Clark Street, Chicago, Illinois 60614.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions-Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by the Academy of Sciences in accordance with architectural plans and specifications prepared by the Academy of Sciences architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Academy of Sciences under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Academy of Sciences agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and the Academy of Sciences have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes]

Part II General Conditions--Non-Discrimination

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will co-operate with the City of Chicago, who has the responsibility of reporting on and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 242 et sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or natural origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or natural origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for
The Chicago Historical Society.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The Chicago Historical Society.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Chicago Historical Society is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Chicago Historical Society is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Twenty Five Thousand Dollars (\$25,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Chicago Historical Society, Clark Street and North Avenue, Chicago, Illinois 60614.

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

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and Chicago Historical Society a not-for-profit Illinois Corporation, hereinafter referred to as The Historical Society;

WHEREAS, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

WHEREAS, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

WHEREAS, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to the Historical Society in the sum of \$25,000.00 for the purpose of making the Historical Society accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Twenty Five Thousand Dollars (\$25,000.00), the Historical Society undertakes to perform as follows:

1. *Scope of Services:*

(a) The Historical Society shall use said grant for the following purposes:

1. Installation of automatic doors
2. Renovation of the passenger elevator
3. Installation of accessible water fountain
4. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and The Historical Society.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) *Compensation:*

The Historical Society shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Historical Society within the terms of the budget.

(b) *Method of Payment:*

The City agrees to pay The Historical Society an amount not to exceed \$25,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by The Historical Society under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by The Historical Society. As often as determined by the City, The Historical Society will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by The Historical Society in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) *Maximum Compensation:*

It is expressly understood and agreed that, in no event will the total amount paid to The Historical Society

hereunder exceed the maximum sum of \$25,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number _____.

5. *Notices:*

Notices and communications under this contract shall be sent first - class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North La Salle Street, Chicago, Illinois 60602 and to the Historical Society addressed to Ellsworth H. Brown, Director, Chicago Historical Society, Clark Street at North Avenue, Chicago, Illinois 60614.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions -- Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by The Historical Society in accordance with architectural plans and specifications prepared by The Historical Society's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by The Historical Society under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Historical Society agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00

In Witness Whereof, the City and Historical Society, have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes.]

Part II. General Conditions -- Non-Discrimination.

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the

enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 242 et sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for The
Field Museum of Natural History.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The Field Museum of Natural History.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Field Museum of Natural History is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Field Museum of Natural History is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Seventy Thousand Dollars (\$70,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at the Field Museum of Natural History, Roosevelt Road and Lake Shore Drive, Chicago, Illinois 60608.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Field Museum of Natural History attached hereto.

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 198__, by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and the Field Museum of Natural History a not-for-profit Illinois Corporation, hereinafter referred to as the "Field Museum";

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to the Field Museum in the sum of \$70,000.00 for the purpose of making the Field Museum more accessible to the elderly and handicapped;

Now, therefore, in consideration of said grant, in the sum of Seventy Thousand and no/100 Dollars (\$70,000.00), the Field Museum of Natural History undertakes to perform as follows:

1. *Scope of Services:*

(a) The Field Museum shall use said grant for the following purposes:

1. Revisions to stairwell, handrails
2. Exterior and interior signage

3. Washroom revisions

4. Curb cuts and parking place markings

5. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Field Museum.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-82-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) The Field Museum shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Field Museum within the terms of the budget.

(b) *Method of Payment:*

The City agrees to pay the Field Museum an amount not to exceed \$70,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by the Field Museum under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by the Field Museum. As often as determined by the City, the Field Museum will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by the Field Museum in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) *Maximum Compensation:*

It is expressly understood and agreed that, in no event will the total amount paid to the Field Museum hereunder exceed the maximum sum of \$70,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number 025-1005.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to the Field Museum addressed to Willard L. Boyd, President, Field Museum of Natural History, Roosevelt Road at Lake Shore Drive, Chicago, Illinois 60608.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions -- Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by the Field Museum in accordance with architectural plans and specifications prepared by the Field Museum architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Field Museum under this procedure

will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Field Museum agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and the Field Museum, have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes.]

Part II. General Conditions--Non-Discrimination.

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 242 et sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for The
Chicago Theater Group, Inc. (Goodman Theater).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The Chicago Theater Group, Inc. (Goodman Theater).

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Goodman Theater is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Goodman Theater is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Chicago Theater Group, Inc. (Goodman Theater), No. 200 S. Columbus Drive Chicago, Illinois 60604.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and The Chicago Theater Group, Inc. attached hereto.

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this _____ day of _____, by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City," and The Chicago Theater Group, Inc., a not-for-profit Illinois Corporation, hereinafter referred to as the "Goodman Theater";

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 198__; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Chicago Theater Group, Inc. in the sum of \$12,500.00 for the purpose of making the Goodman Theater more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Twelve Thousand, Five Hundred and no/100 Dollars (\$12,500.00) The Chicago Theater Group, Inc. undertakes to perform as follows:

1. *Scope of Services:*

(a) The Goodman Theater shall use said grant for the following purposes:

1. Installation of a single channel infrared sound system
2. Installation of removable seating in the theaters
3. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Goodman Theater.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982, whichever is later.

3. *Compensation and Method of Payment:*

(a) Compensation

The Goodman Theater shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by the Goodman Theater within the terms of the budget.

(b) Method of Payment

The City agrees to pay the Goodman Theater an amount not to exceed \$12,500.00 which shall constitute full and complete compensation for all of the obligations undertaken by the Goodman Theater under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by the Goodman Theater. As often as determined by the City, the Goodman Theater will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by the Goodman Theater

in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Goodman Theater hereunder exceed the maximum sum of \$12,500.00

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number _____

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North La Salle Street, Chicago, Illinois 60602 and to the Goodman Theater, addressed to Mr. Stanley M. Freehling, Chairman, Chicago Theater Group, Inc., No. 200 S. Columbus Drive, Chicago, Illinois 60603.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions -- Non-Discrimination" attached hereto and made a part hereof. All work will be contracted by the Goodman Theater in accordance with architectural plans and specifications prepared by the Goodman Theater's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Goodman Theater under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval of the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Goodman Theater agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and The Chicago Theater Group, Inc. have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes.]

Part II. General Conditions--Non-Discrimination.

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 242 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural Barriers
under Community Development Block Grant for
The Museum of Science and Industry.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program, for The Museum of Science and Industry.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Museum of Science and Industry is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Museum of Science and Industry is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The Museum of Science and Industry, 57th Street and Lake Shore Drive, Chicago, Illinois 60637.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and The Museum of Science and Industry attached hereto.

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City", and the Museum of Science and Industry a not-for-profit Illinois Corporation, hereinafter referred to as The Museum of Science and Industry;

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Museum of Science and Industry in the sum of \$112,000.00 for the purpose of making the Historical Society more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of One Hundred and Twelve Thousand Dollars (\$112,000.00), The Museum of Science and Industry undertakes to perform as follows:

1. *Scope of Services:*

(a) The Museum of Science and Industry shall use said grant for the following purposes:

1. The modification of auditorium seating in three theaters
2. Installation of accessible washrooms in the East Pavillion
3. Modification of an existing freight elevator in the East Pavillion
4. Installation of a wheelchair lift in the "Circus" exhibit area
5. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and The Museum of Science and Industry.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) *Compensation:*

The Museum of Science and Industry shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by The Museum of Science and Industry within the terms of the budget.

(b) *Method of Payment:*

The City agrees to pay The Museum of Science and Industry an amount not to exceed \$112,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by The Museum of Science and Industry under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by the Museum of Science and Industry. As often as determined by the City, the Museum of Science and Industry will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by The Museum of Science and Industry in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) *Maximum Compensation:*

It is expressly understood and agreed that, in no event will the total amount paid to The Museum of Science and Industry hereunder exceed the maximum sum of \$112,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number_____.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to The Museum of Science and Industry addressed to Victor J. Danilov, Chairman, The Museum of Science and Industry, 57th Street and Lake Shore Drive, Chicago, Illinois 60637.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions - Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by The Museum of Science and Industry in accordance with architectural plans and specifications prepared by The Museum of Science and Industry's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Museum of Science and Industry under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Museum of Science and Industry agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and the Museum of Science and Industry this contract as of the date first above written.

[Signature forms omitted for printing purposes]

Part II General Conditions -- Non-Discrimination

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employee's without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of the reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community

Development Coordinating Committee hereinafter referred to as the Coordinating Committee. Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

Execution of Agreement Authorized for Removal of Architectural Barriers under Community Development Block Grant for The Newberry Library.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The Newberry Library.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed.

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Newberry Library is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Newberry Library is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Fifteen Thousand Dollars (\$15,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at the Newberry Library, No. 60 W. Walton Street, Chicago, Illinois 60610.

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

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 198__, by the City of Chicago, a municipal corporation, hereinafter referred to as the "City", and the Newberry Library a not-for-profit Illinois Corporation, hereinafter referred to as the Newberry Library;

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The Newberry Library in the sum of \$15,000.00 for the purpose of making The Newberry Library more accessible to the elderly and handicapped;

Now, therefore, in consideration of said grant, in the sum of Fifteen Thousand No/100 Dollars (\$15,000,000), The Newberry Library undertakes to perform as follows:

1. *Scope of Services:*

(a) The Newberry Library shall use said grant for the following purposes:

All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and The Newberry Library.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006; or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) Compensation

The Newberry Library shall be compensated on a reimbursement basis for site improvements and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by The Newberry Library within the terms of the budget.

(b) Method of Payment

The City agrees to pay The Newberry Library an amount not to exceed \$15,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by The Newberry Library under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by The Newberry Library. As often as determined by the City, The Newberry Library will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by The Newberry Library in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that, in no event will the total amount paid to The Newberry Library hereunder exceed the maximum sum of \$15,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number ____.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to The Newberry Library addressed to Mr. Chalkley J. Hambleton, Chairman, The Newberry Library, 60 W. Walton, Chicago, Illinois 60610.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions -- Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by The Newberry Library in accordance with architectural plans and specifications prepared by The Newberry Library's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by The Newberry Library under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

The Newberry Library agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and The Newberry Library have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes.]

Part II General Conditions--Non-Discrimination

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; 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, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole, or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee. Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**Execution of Agreement Authorized for Removal of Architectural
Barriers under Community Development Block Grant for
The El Valor Corporation.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing an agreement for the removal of architectural barriers to the elderly and handicapped under the Community Development Block Grant Program for The El Valor Corporation.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, El Valor Corporation is one of Chicago's major cultural institutions; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, El Valor Corporation is a not-for-profit Illinois Corporation, serving the needs of the citizens of the City of Chicago; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Seventy Five Thousand Dollars (\$75,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at The El Valor Corporation, No. 1850 W. 21st Street, Chicago, Illinois, 60608.

SECTION 2. These funds are to be allocated subject to agreement entered into between the City of Chicago and The El Valor Corporation attached hereto.

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

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

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

Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City", and El Valor Corporation a not-for-profit Illinois Corporation, hereinafter referred to as The El Valor;

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of and expenditure of funds for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to The Elderly and Handicapped"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers" funds as a grant to The El Valor in the sum of \$75,000.00 for the purpose of making The El Valor more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Seventy-five Thousand Dollars (\$75,000.00), The El Valor Corporation undertakes to perform as follows:

1. *Scope of Services:*

(a) El Valor shall use said grant for the following purposes:

1. Installation of a Hydraulic Elevator
2. All engineering and architectural costs pursuant to the "Removal of Architectural Barriers" project.

(b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and The El Valor Corporation.

2. *Time for Performance:*

The contract shall be performed in the period provided for the sixth year program designated as Project B-81-MC-17-0006, or through September 30, 1982 whichever is later.

3. *Compensation and Method of Payment:*

(a) Compensation.

El Valor shall be compensated on a reimbursement basis for site improvement and costs expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursements by the City shall be for money actually expended by The El Valor within the terms of the budget.

(b) Method of Payment

The City agrees to pay The El Valor Corporation an amount not to exceed \$75,000.00 which shall constitute full and complete compensation for all of the obligations undertaken by The El Valor under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by The El Valor. As often as determined by the City, The El Valor will submit to the City a requisition for reimbursement supported by the City as to expenditures incurred by The El Valor in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that, in no event will the total amount paid to The El Valor hereunder exceed the maximum sum of \$75,000.00.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from Fund Number

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner Department of Planning, Room 1000, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 and to The El Valor addressed to Vincent Allocco PH.D., Executive Director, El Valor Corporation, 1850 W. 21st Street, Chicago, Illinois 60608.

6. *Terms and Conditions:*

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions - Non-Discrimination" attached hereto and made a part hereof.

All work will be contracted by The El Valor in accordance with architectural plans and specifications prepared by El Valor's architect, and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by The El Valor under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of the project. All contractors shall be subject to the approval by the Department of Planning. Each contractor shall become familiar with all local, state and federal laws and regulations regarding labor, discrimination and all other relevant subjects.

El Valor agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.00.

In Witness Whereof, the City and The El Valor Corporation have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes]

Part II General Conditions--Non-Discrimination

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974; 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

**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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--41.

Nays--None.

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

Fire Department.

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

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

<i>From:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4212-314	Fuel Oil	\$33,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4213-228	Automobile Allowance	\$33,000.00

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

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:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
200-8356-181	Energy	\$ 343,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
200-8111-149	Other Professional and Technical Services	\$ 343,000.00

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

**Authority Granted for Issuance of \$500,000 Industrial
Revenue Bond for the Inland Midwest Corporation
Project.**

The Committee on Finance submitted a report 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 for the construction of facilities to Inland Midwest Corporation Project.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--41.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "Issuer") is authorized and empowered by the provisions of Article VII, Section 6 of the 1970 Illinois Constitution and Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of Chicago on December 12, 1975 as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, or extension of any economic development project in order to encourage economic development of the municipality; and

WHEREAS, The Issuer is further authorized by the Enabling Ordinance to issue economic development project revenue bonds payable solely from payments to be derived by the Issuer from the user of such facilities and secured by a mortgage and a pledge of said payments and the Enabling Ordinance provides that such bonds shall be entitled to a mortgage and a pledge of such payments; and

WHEREAS, As a result of negotiations between the Issuer and Inland Midwest Corporation, an Illinois corporation (the "Company"), contracts have been or will be entered into by Chicago Title and Trust Company, not personally but as Trustee under the Provisions of a Trust Agreement dated November 1, 1968, and known as Trust No. 52969 (the "Land Trustee") and Robert J. Morris (the "Borrower") for the acquisition, remodeling and equipping of a facility for the manufacture and distribution of precision screw machine parts and shafts (the "Project") within the boundaries of the Issuer, for leasing to the company pursuant to the Lease Agreement dated as of January 1, 1982 (the "Lease"), 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 economic development project revenue bond to finance the Project upon terms which will be sufficient to pay the cost of acquisition, remodeling and equipping of the project as evidenced by such economic development 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 economic development project revenue bond, will be not less than \$500,000; 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 economic development revenue bond hereinafter authorized and designated "Economic Development Project Revenue Bond (Inland Midwest 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 January 1, 1982 by and between the Issuer, the Land Trustee and the Borrower, as from time to time amended and supplemented together with the Note of the Land Trust and the Borrower in the form appended thereto.

"Assignment" means the Assignment and Agreement dated as of January 1, 1982 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 (Inland Midwest Corporation Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of January 1, 1982 between the Issuer and the Bank.

"Bond Ordinance" means this Ordinance.

"Borrower" means Robert J. Morris of Nos. 5551-5555 North Northwest Highway, Chicago, Illinois, and his heirs and assigns.

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

"Company" means Inland Midwest Corporation, an Illinois corporation, and its successors and assigns.

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

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of Chicago on December 12, 1975, as from time to time supplemented and amended.

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.

"Land Trustee" or "Land Trust" means Chicago Title and Trust Company, not personally, but as Trustee under the provisions of a Trust Agreement dated November 1, 1968, and known as Trust No. 52969, an Illinois land trust of which Robert J. Morris owns a 100% beneficial interest, and its successors and assigns.

"Lease" means the Lease Agreement dated as of January 1, 1982 between the Land Trustee and the Borrower, as lessors, and the Company, as lessee, as supplemented and amended.

"Mortgage" means the Mortgage and Security Agreement dated as of January 1, 1982 of the Land Trustee and the Borrower.

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

"Prime Rate" means the interest rate per annum announced from time to time by American National Bank and Trust Company of Chicago, Chicago, Illinois, as its prime rate.

"Project" means the Building, Project Site and Equipment to be financed with the proceeds of the Bond, as each is 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 Land Trustee, the Borrower and the Company 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 Economic Development Project Revenue Bond (Inland Midwest Corporation Project), in the principal sum of \$500,000 dated the date of delivery thereof, and payable as to principal in 179 consecutive monthly principal installments that become due on March 1, 1982 and on the first day of each month thereafter to and including January 1, 1997 in accordance with the schedule attached to the Bond. Installments of principal shall bear interest on the unpaid principal amount at the rate of eleven and one-half per cent (11-1/2%) payable February 1, 1982 and on the first day of each month of each year thereafter until the principal amount shall have been fully paid; provided however that on January 1, 1987 and on January 1, 1992, the interest rate on the Bond shall change as prescribed by the Bank to a rate not to exceed 70% of the Prime Rate as in effect on such date and be effective for the next succeeding five years, and provided further that each five year interval, a new schedule of level principal and interests payments shall be computed.

The Issuer shall have the privilege at any time during the term of the Bond to make prepayments, in whole or in part, without penalty. In the event of a Determination of Taxability as defined in Section 6.5 of the Loan Agreement, the interest rate on the Bond shall be increased to one percentage point in excess of the Prime Rate, as determined from time to time from and after the effective date of taxability. All principal shall bear interest after maturity or after an Event of Default under the Loan Agreement at the rate of two percentage points above the then applicable interest rate on the Bond in effect from time to time until paid. Interest shall be payable on the basis of a year consisting of 360 days.

The principal installments of the Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price of par without premium plus accrued interest to the prepayment date upon written notice given by the Land Trustee and the Borrower on behalf of the Issuer, at least five business days prior to the installment payment date the Land Trustee and the Borrower shall designate as the prepayment date.

If other funds in an amount in excess of \$1,000 shall become available in the Bond Fund, and are not otherwise required to be applied to the payment of Bond, the Bank shall, without notice from the Borrower, the Land Trustee, or the Issuer, promptly, but in any event within fifteen business days from the receipt of funds, apply such funds to the prepayment of the Bond at the prepayment price set forth above, and shall give notice to the Borrower of such prepayment. All principal installments of the 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.

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 in Chicago, Illinois. The Bond is nontransferable by the Bank, except as a whole. 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, the Note, the Mortgage and the Lease (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 receipts derived from the Agreement, the Note, the Mortgage and the Lease, 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, the Note, the Mortgage and the Lease.

Bond Form

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

Schedule A
PAYMENT RECORD

<i>Date</i>	<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>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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, THE NOTE, THE MORTGAGE AND THE LEASE AGREEMENT

Economic Development Project Revenue Bond
(Inland Midwest Corporation Project)

_____ 1982

\$500,000

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:

Five Hundred Thousand Dollars (\$500,000) in 179 consecutive monthly principal installments that become due on March 1, 1982 and on the first day of each month thereafter to and including January 1, 1997 in accordance with the schedule attached hereto. Installments of principal shall bear interest on the unpaid principal amount at the rate of eleven and one-half percent (11½%) payable February 1, 1982 and on the first day of each month of each year thereafter until principal amount shall have been fully paid; provided however that on January 1, 1987 and on January 1, 1992, the interest rate on this Bond shall change as prescribed by the Bank to a rate not to exceed 70% 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, at its prime rate (the "Prime Rate") as in effect on such date and be effective for the next succeeding five years, and provided further that at each five year interval, a new schedule of level principal and interest payments shall be computed.

The Issuer shall have the privilege at any time during the term of this Bond to make prepayments, in whole or in part, without penalty. In the event of a Determination of Taxability as defined in Section 6.5 of the Loan Agreement (as hereinafter defined), the interest rate on this Bond shall be increased to one percentage point in excess of the Prime Rate, as determined from time to time from and after the effective date of taxability. All principal shall bear interest after maturity or after an Event of Default under the Loan Agreement at the rate of two percentage points above the then applicable interest rate on this Bond until paid. Interest shall be payable on the basis of a year consisting of 360 days. 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 \$500,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago by the City Council of the Issuer on December 12, 1975, as from time to time amended and supplemented (the "Enabling Ordinance") 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, remodeling and equipping a facility for the manufacture and distribution of precision screw parts and shafts (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 Chicago Title and Trust Company, not personally, but as Trustee under the Provisions of a Trust Agreement dated November 1, 1968, and known as Trust No. 52969, an Illinois land trust, (the "Land Trustee") and Robert J. Morris of 5551-55 North Northwest Highway, Chicago, Illinois (the "Borrower") for the costs of acquiring, remodeling and equipping of the Project, under the terms of a Loan Agreement dated as of January 1, 1982 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement") and the Project will be leased by the Land Trustee and the Borrower to Inland Midwest Corporation, an Illinois corporation (the "Company") under the terms of a Lease Agreement dated as of January 1, 1982 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Lease").

This Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Agreement, the Note, the Lease and a mortgage on the Project pursuant to an Assignment and Agreement dated as of January 1, 1982 (the "Assignment") from the Issuer to the Bank, as more fully described in the Bond Ordinance passed by the City Council on _____, 1982. 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 five days' prior written notice given by the Land Trustee and the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price or 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, particularly the Enabling Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by a note, a mortgage, assignment and lease and payable solely out of the receipts derived by the Issuer from the Agreement, the Note, the Mortgage and the Lease 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, the Note, the Mortgage and the Lease. 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 (Inland Midwest 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 Ordinance.

It is Hereby Certified, Recited and Declared, that all acts, conditions and things required by 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 and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, all as of the date first above written.

[Signature forms omitted for printing purposes.]

*Custody and Application of Proceeds of Bond:
Acquisition 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 Acquisition 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 Acquisition Fund which shall be held in a separate account by Bank as depository. Moneys in the Acquisition Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.6 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Acquisition Fund and all disbursements therefrom.

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 Borrower required by Section 3.7 of the Agreement. Any moneys thereafter remaining in the Acquisition 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, remodeling and equipping 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 Land Trustee or 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, the Note, the Mortgage and the Lease 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 (Inland Midwest 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) a sum equal to the accrued interest paid by the purchaser of the bond, if any; (b) all prepayments specified in Article IV of the Agreement; (c) all payments and other amounts paid by the Land Trustee and the Borrower pursuant to Section 3.3 of the Agreement and the Note; and (d) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage or the Lease. 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. All amounts on deposit in the Bond Fund shall be applied to interest and principal on the Bond, in that order.

The Issuer covenants and agrees that should there be an Event of Default or event that 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, the Note, the Mortgage and the Lease.

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), the Note, the Mortgage and the Lease (except any payment made pursuant to the Lease relating to indemnification of the Issuer by the Company), 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 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 record of the Issuer.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Acquisition Fund created pursuant to Section 5 hereof or as part of Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Land Trustee and 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 charged to such fund, which loss shall be an obligation of the Land Trustee and the Borrower as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Borrower 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.

The Issuer hereby covenants with the purchaser 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 of 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, the Note, the Mortgage and the Lease 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, the Note, the Mortgage and the Lease 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, the Note, the Mortgage and the Lease or of its rights under the Agreement, the Note, the Mortgage or the Lease.

The Issuer covenants and agrees that all books and documents in its possession relating to the receipts derived from the Agreement, the Note, the Mortgage and the Lease 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 the Bank is hereby authorized to enforce all of the Issuer's rights and all of the obligations of the Borrower under the Agreement, the Note, the Mortgage and the Lease 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, the Note, the Mortgage and the Lease.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default for five days after receipt of written notice thereof by the Borrower and the Company in the due and punctual payment of principal of or interest on the Bond.
- (b) Any Event of Default under Section 7.1 of the Agreement shall have occurred.

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. 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 \$500,000 plus accrued interest, if any, 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 acts of whatever nature necessary to effect and carry out the authority conferred by the Bond Ordinance. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, 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, postage prepaid, return receipt requested, addressed to the Issuer at City of Chicago, 121 North LaSalle Street, Chicago, Illinois 60602, 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 Land Trustee if the same shall be duly mailed to the Land Trustee by registered or certified mail, postage prepaid, return receipt requested, addressed to 111 West Washington Street, Chicago, Illinois, or to such other address as the Land Trustee 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 Company if the same shall be duly mailed to the Company by registered or certified mail, postage prepaid, return

receipt requested, addressed to the Company at 5551-55 N. Northwest Highway, Chicago, Illinois, or to such other address as the Borrower may file from time to time with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed to the Company by registered or certified mail, postage prepaid, return receipt requested, addressed to the Company at 5551-55 N. Northwest Highway, Chicago, Illinois, 60630, or to such other address as the Company may file from time to time with the Bank and the Issuer. 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: Kurt Liljedahl, 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 the payment of principal of or interest on the Bond) when:

- (a) all expenses of the Issuer and the Bank shall have been paid as provided in the Agreement;
- (b) the Issuer, the Land Trustee 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.

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 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 19. 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.

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

[Assignment and Agreement, Bond Purchase Agreement Loan Agreement
and Memorandum of Agreement omitted for printing purposes.]

[Schedule of Direct Reduction Loan printed on pages
9289 - 9293 of this Journal.]

**Ordinance Amended Authorizing Issuance of an Industrial
Revenue Bond for WGH Corporation (Homaco, Inc.)
Project in the Amount of \$800,000.00.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending an ordinance passed on December 18, 1981, C.J.P. pp. 8495-8499 authorizing issuance of an Industrial Revenue Bond for WGH Corporation (Homaco, Inc.) Project, in the amount of \$800,000.00.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--41.

Nays--None.

(Continued on page 9294)

SCHEDULE OF DIRECT REDUCTION LOAN

© 1977 BANK-A-COUNT FORM 1

CUSTOMER NAME _____

LOAN NUMBER _____

024088
CUSTOMER NUMBERT86759 \$
ORDER NUMBER00
PAYMENT11 500 %
RATE

\$

500 000 00
LOAN

PAYMENT		PAYMENT ON					TOTAL PAYMENT		BALANCE OF LOAN		DATE
NUMBER	INTEREST	DUE DATE—PAID TO		PRINCIPAL							
	1	4 791	67	2-1-82			4 791	67	500 000	00	
	2	4 791	67	3-1-82	1 061	57	5 853	24	498 938	43	
	3	4 781	49	4-1-82	1 071	75	5 853	24	497 866	68	
	4	4 771	22	5-1-82	1 082	02	5 853	24	496 784	66	
	5	4 760	85	6-1-82	1 092	39	5 853	24	495 692	27	
	6	4 750	38	7-1-82	1 102	86	5 853	24	494 589	41	
	7	4 739	82	8-1-82	1 113	42	5 853	24	493 475	99	
	8	4 729	14	9-1-82	1 124	10	5 853	24	492 351	89	
	9	4 718	37	10-1-82	1 134	87	5 853	24	491 217	02	
	10	4 707	50	11-1-82	1 145	74	5 853	24	490 071	28	
	11	4 696	52	12-1-82	1 156	72	5 853	24	488 914	56	
	12	4 685	43	1-1-83	1 167	81	5 853	24	487 746	75	
	13	4 674	24	2-1-83	1 179	00	5 853	24	486 567	75	
	14	4 662	94	3-1-83	1 190	30	5 853	24	485 377	45	
	15	4 651	53	4-1-83	1 201	71	5 853	24	484 175	74	
	16	4 640	02	5-1-83	1 213	22	5 853	24	482 962	52	
	17	4 628	39	6-1-83	1 224	85	5 853	24	481 737	67	
	18	4 616	65	7-1-83	1 236	59	5 853	24	480 501	08	
	19	4 604	80	8-1-83	1 248	44	5 853	24	479 252	64	
	20	4 592	84	9-1-83	1 260	40	5 853	24	477 992	24	
	21	4 580	76	10-1-83	1 272	48	5 853	24	476 719	76	
	22	4 568	56	11-1-83	1 284	68	5 853	24	475 435	08	
	23	4 556	25	12-1-83	1 296	99	5 853	24	474 138	09	
	24	4 543	82	1-1-84	1 309	42	5 853	24	472 828	67	
	25	4 531	27	2-1-84	1 321	97	5 853	24	471 506	70	
	26	4 518	61	3-1-84	1 334	63	5 853	24	470 172	07	
	27	4 505	82	4-1-84	1 347	42	5 853	24	468 824	65	
	28	4 492	90	5-1-84	1 360	34	5 853	24	467 464	31	
	29	4 479	87	6-1-84	1 373	37	5 853	24	466 090	94	
	30	4 466	70	7-1-84	1 386	54	5 853	24	464 704	40	
	31	4 453	42	8-1-84	1 399	82	5 853	24	463 304	58	
	32	4 440	00	9-1-84	1 413	24	5 853	24	461 891	34	
	33	4 426	46	10-1-84	1 426	78	5 853	24	460 464	56	
	34	4 412	79	11-1-84	1 440	45	5 853	24	459 024	11	
	35	4 398	98	12-1-84	1 454	26	5 853	24	457 569	85	
	36	4 385	04	1-1-85	1 468	20	5 853	24	456 101	65	

SCHEDULE OF DIRECT REDUCTION LOAN

1977 BANK-A-COUNT FORM

CUSTOMER NAME.

LOAN NUMBER

024088	T 86759	\$
CUSTOMER NUMBER	ORDER NUMBER	

00	11.500 %	\$
PAYMENT	RATE	

500 000 | 00
LOAN

[illegible]

SCHEDULE OF DIRECT REDUCTION LOAN

1977 BANK-A-COUNT FORM NC

CUSTOMER NAME.

LOAN NUMBER

024088

T 86759

\$

100

11

500 %

3

500 000 | 00

CUSTOMER NUMBER

ORDER NUMBER

PAYMENT

RATE

LOAN

[illegible]

(Continued from page 9288)

The following is said ordinance as passed:

WHEREAS, On December 18, 1981 this City Council did adopt an ordinance entitled "An ordinance providing for the financing by the City of Chicago, Cook County, Illinois, of an Industrial Development Project, authorizing the issuance of \$800,000.00 aggregate principal amount of industrial development revenue bonds (WGH Corporation Project) and confirming the sale thereof, and authorizing the execution and delivery of a loan agreement, a mortgage, assignment of rents and security agreement, and indenture of trust and a bond purchase agreement" (the "Bond Ordinance"); and

WHEREAS, The sale of \$800,000.00 aggregate principal amount of Industrial Revenue Development Bonds (WGH Corporation Project) (the "Bonds") therein authorized was confirmed to First State Bank of Chicago, in Chicago, Illinois and The Bank & Trust Company of Arlington Heights, in Arlington Heights, Illinois; and

WHEREAS, The Bonds therein authorized were to be issued under an Indenture of Trust dated as of December 1, 1981 by and between the City of Chicago and Parkway Bank and Trust Company, in Harwood Heights, Illinois, as Trustee; and

WHEREAS, The Bonds therein authorized were to be secured by a Letter of Credit to be issued by Harris Trust and Savings Bank, in Chicago, Illinois; and

WHEREAS, Subsequent to December 18, 1981 it was determined that The Bank & Trust Company of Arlington Heights would purchase the entire principal amount of the Bonds and would also act as Trustee under the Indenture of Trust and that such Bonds would be secured during the first three years such Bonds were outstanding by a Letter of Credit to be issued by Lake View Trust and Savings Bank, in Chicago, Illinois and would be secured during the last seven years that the Bonds were outstanding by a Letter of Credit from Harris Trust and Savings Bank; and

WHEREAS, It is considered desirable to amend the Bond Ordinance to provide for the deletion of First State Bank of Chicago as a purchaser, for the revision in the designation of the issuer of the Letter of Credit and for the revision in the designation of the Trustee under the Indenture of Trust; now, therefore,

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

SECTION 1. Section 1 of the Bond Ordinance is hereby amended as follows:

- (a) The definition of Bond Purchase Agreement shall be revised to provide that it shall be by and among the City of Chicago, Illinois, WGH Corporation and The Bank & Trust Company of Arlington Heights, in Arlington Heights, Illinois, as purchaser.
- (b) The definition of Letter of Credit shall be revised to read as follows: "Letter of Credit" means the Letters of Credit dated the date of the original issuance of the Bonds and issued by Lake View Trust and Savings Bank, in Chicago, Illinois and by Harris Trust and Savings Bank, in Chicago, Illinois in favor of the Trustee as additional security for the Bonds.
- (c) The definition of Trustee shall be revised to read as follows: "Trustee" means the Bank & Trust Company of Arlington Heights, in Arlington Heights, Illinois, and its successors in trust.

SECTION 2. Section 3 of the Bond Ordinance shall be revised so as to provide that all principal installments of premium, if any, and interest on the Bonds shall be payable at the principal corporate trust office of the Trustee in Arlington Heights, Illinois except as otherwise provided in the Indenture.

SECTION 3. Section 6 of the Bond Ordinance shall be revised so as to provide for the sale of the Bonds in the aggregate principal amount of \$800,000 to The Bank & Trust Company of Arlington Heights at a price of 100% of the principal amount thereof.

SECTION 4. The appointment of The Bank & Trust Company of Arlington Heights, in Arlington Heights, Illinois, as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 5. 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.

SECTION 6. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 7. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance, and in particular, "an ordinance providing for the financing by the City of Chicago, Cook County, Illinois of an Industrial Development Project, authorizing the issuance of \$800,000 aggregate principal amount of Industrial Development Revenue Bonds (WGH Corporation Project) and confirming the sale thereof, and authorizing the execution and delivery of a loan agreement, a mortgage, assignment of rents and security agreement, an indenture of trust and a bond purchase agreement" 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.

**Ordinance Amended Authorizing Revisions to an Agreement with State of Illinois
for Rehabilitation of North Damen Avenue Viaduct.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending an ordinance passed on October 16, 1980, C.J.P. pp. 4175-4176 authorizing revision of an agreement with the State of Illinois for the Rehabilitation of the North Damen Avenue Viaduct Project.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, McJerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement and rehabilitation of the Damen Avenue Viaduct described therein, said agreement to be substantially in the following form:

Whereas, on March 12, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to rehabilitate the existing deteriorated viaduct structure in Damen Avenue (FAU Route 2850) between Diversey Avenue and Fullerton Avenue, hereinafter referred to as the "Project"; and

Whereas, the City and the State are desirous of revising the source and percentage of Federal participation in the Project, and of increasing the upper limit of State participation therein; and of updating the cost estimates.

Now, Therefore, Be It Agreed, that all references to "Federal Project IX-5000(150)" in said Agreement are revised to read "Federal Project M-5000(150)".

Be It Further Agreed, that the third and fourth "WHEREAS" paragraphs of the aforementioned Agreement are deleted therefrom and replaced by the following:

"WHEREAS, the State and the City wish to avail themselves, where possible of Federal-Aid Urban System funds authorized by the Federal-Aid Highway Act of 1978 or subsequent Federal-Aid Highway Act for the force account construction, construction engineering and contract construction associated with the Project; and"

Be It Further Agreed, that numbered paragraph 13 of the aforementioned Agreement be revised to read as follows:

13. That the estimated cost of the Project as covered under the Agreement is:

Contract Construction	\$ 4,218,750.00
Construction Supervision and Construction Engineering	\$ 168,750.00
Force Account Construction	\$ 112,500.00
TOTAL:	\$ 4,500,000.00

and that based upon the current ratio of Federal-Aid Urban to Non-Federal funds, the estimated participation for the project will be:

Federal-Aid (75.18% of \$4,500,000.00)	\$ 3,383,100.00
Non-Federal Funds (24.82% of \$4,500,000.00)	\$ 1,116,900.00
TOTAL:	\$ 4,500,000.00

and that the State's participation in final actual costs of the Project is limited to a maximum of \$1,228,590.00, with any Non-Federal share required in excess of that amount to be provided by the City or by Amendment to this Agreement.

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

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

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

[Signature forms omitted for printing purposes.]

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

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

Ordinance Amended Authorizing Revisions of Agreement with State of Illinois for Rehabilitation of Randolph Street Viaduct.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending an ordinance passed on October 16, 1980, C.J.P. pp. 4175-4176 authorizing agreement with State of Illinois for the Rehabilitation of Randolph Street Viaduct Project.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the replacement of the Randolph Street Viaduct described therein, said agreement to be substantially in the following form:

Whereas, on March 12, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City," and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State," entered into a Joint Agreement to replace the existing deteriorated and obsolete viaduct structure in Randolph Street (FAU Route 1407) over the Chicago Union Station Company railway tracks between N. West Water Street and N. Canal Street, hereinafter referred to as the "Project"; and

Whereas, the City and the State are desirous of revising the source and percentage of Federal participation in the Project, and of increasing the upper limit of State participation therein;

Now, Therefore, Be It Agreed that all references to "Federal Project IX-5000(154)" in said Agreement are revised to read "Federal Project M-5000(150)."

Be It Further Agreed that the third and fourth "WHEREAS" paragraphs of the aforementioned Agreement are deleted therefrom and replaced by the following:

"Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Federal-Aid Highway Act of 1978 or subsequent Federal-Aid Highway Act for the force account construction, construction engineering and contract construction associated with the Project; and"

Be It Further Agreed that numbered paragraph 15 of the aforementioned Agreement be revised to read as follows:

15. That the estimated cost of the Project as covered under the Agreement is:

Contract Construction	\$ 3,000,000.00
Construction Supervision and	
Construction Engineering	\$ 250,000.00
Force Account Construction	\$ <u>50,000.00</u>
TOTAL:	\$ 3,300,000.00

and that based upon the current ratio of Federal-Aid Urban to Non-Federal funds, the estimated participation for the project will be:

Federal-Aid (75.18% of \$3,300,000.00)	\$ 2,480,940.00
Non-Federal Funds (24.82% of \$3,300,000.00)	\$ <u>819,060.00</u>
TOTAL:	\$ 3,300,000.00

and that the State's participation in final actual costs of the Project is limited to a maximum of \$900,966.00, with any Non-Federal share required in excess of that amount to be provided by the City or by Amendment to this Agreement.

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

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

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

[Signature forms omitted for printing purposes.]

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

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

Lease Agreement Authorized with Rush Presbyterian-St. Luke's Medical Center, for Premises at No. 3026 S. California Av.

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the City of Chicago/Department of Public Works for office space on the first (1st) floor of the Municipal Contagious Disease Hospital, Building No. 3 at No. 3026 S. California Avenue for use by Rush Presbyterian-St. Luke's Medical Center; such lease to be approved by the Commissioner of the Department of Public Works and as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 9300 of this Journal]

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

Rider "A" attached to this ordinance reads as follows:

Rider "A"

- FIFTH: In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon Lessee or Lessor, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessor from time to time in writing may appoint, or if to Lessee as follows: Office of Legal Affairs, Rush-Presbyterian-St. Luke's Medical Center, No. 1753 W. Congress Parkway, Chicago, Illinois 60612, or at such other place as the Lessee from time to time in writing may appoint.
- Said notice or demand shall be deemed to have been served at the time copies are received at said location.
- SIXTH: Lessee shall pay any and all leasehold or use taxes on said premises, if levied.
- SEVENTH: Either party may cancel said Lease at any time by giving the other party thirty (30) days prior written notice at the locations cited herein.
- EIGHTH: During the term of said Lease the Lessee shall at its own expense keep in force Landlord/Tenant insurance for said premises in the amount of \$1,000,000.00 combined single limit with the City of Chicago named as an additional insured.
- NINTH: Lessee agrees to indemnify and hold City harmless 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 injury to or death of any person, arising from Lessee's use of and occupation of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments, rendered against City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

(Continued on page 9301)

LEASE# 205 (ILLINOIS)

This Agreement. Made this _____ day of _____
 A. D. 19 _____ Between The City of Chicago/Department of Public Works
 _____ party of the first part and Rush-Presbyterian-St. Luke's Medical
 Center _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the
 premises, situated in the City of Chicago _____ County of Cook _____
 and State of Illinois, known and described as follows:
 The first (1st) floor of Building #3 of the Municipal Contagious Disease
 Hospital, used by the Department of Microbiology of Rush-Presbyterian-St. Luke's
 Medical Center, at 3026 South California Avenue.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st
 day of January _____ A. D. 19 82 until the _____ 31st _____ day of December
 A. D. 19 82. And the party of the second part in consideration of said demise, does covenant and agree with the
 party of the first part as follows:

FIRST.—To pay to Lessor at Office of the City Comptroller _____
 as rent for said leased premises for said term the sum of Thirty Three Thousand Six Hundred and 00/100
 (\$33,600.00) payable in advance in equal monthly installments of Two Thousand Eight Hundred and 00/100
 Dollars (\$2,800.00) upon the first day of each and every month during the term hereof.

SECOND.—That it has examined and know the condition of said premises; and has received the same in
 good order and repair, and that it will keep said premises in good repair during the term of this lease, at its
 own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good
 condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written
 consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
 mised premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee see Rider "A" attached
 to and made a part hereof.

~~The party of the second part hereby irrevocably constitutes _____ or any
 attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any
 of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial
 by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns
 for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party
 of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may
 be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty
 Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a
 consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of
 the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to
 forcible entry and detainer.~~

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, ter-
 minate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises
 by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply
 and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 9299)

- TENTH: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the 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.
- ELEVENTH: Lessee shall not make any substantial improvements to said premises without prior written consent of the City's Departments of Finance and Public Works.
- TWELFTH: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color or national origin.
- THIRTEENTH: Lessee shall not use said premises for any commercial profit making, fund raising or political activities.
- FOURTEENTH: Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.
- FIFTEENTH: Lessee agrees to maintain at its own expense the operation of the air-conditioners and other laboratory equipment.
- SIXTEENTH: Lessor will provide and pay for heat.
- SEVENTEENTH: Lessor will provide and pay for electricity including electricity for air conditioning.
- EIGHTEENTH: Lessee will provide and pay for its own custodial services and janitorial services.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

**Lease Agreement Authorized with Quam Nichols Company for Vacant Property
Located at Northwest Corner of Marquette Rd. and S. Prairie Av.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to Quam Nichols Company, for approximately 32,000 square feet of vacant land located at the northwest corner of Marquette Road and Prairie Avenue, said property being legally described as follows:

starting at a point on the north line of East Marquette Road where it intersects the right-of-way of the New York Central Railroad right-of-way and extending west along the north line of East Marquette Road 251.25 feet to a point on the east line of South Prairie Avenue, thence north along the east line of Prairie Avenue 255 feet to the south line of the New York Central Railroad right-of-way, thence southeasterly along the railroad right-of-way approximately 357.98 feet to the point of the beginning, all in Block 5 in Free's Subdivision of the East half of the northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Said property to be used solely for the parking of automobiles. Said lease to be approved by the City Comptroller, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease Attached to this ordinance printed on page 9303 of this Journal.]

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

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

Rider "A"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Four Hundred Fifty and no/100 dollars (\$450.00) quarterly for the period beginning on the 1st day of March, 1982 and ending on the 28th day of February, 1987.

Rent is payable in advance on the 1st day of March, June, September, and December of each year during the term of the lease to the office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Illinois. If said lease commences on a date other than the 1st day of a quarter, then the rental rate for that quarter shall be prorated to reflect the actual number of days the demised premises are occupied by lessee.

Rider "B"

Attached hereto and made a part hereof the lease between the City of Chicago, a Municipal Corporation, as lessor and Quam-Nichols, as lessee, for approximately 32,000 square feet of vacant property for parking of cars located at the northeast corner of Marquette Road and Prairie Avenue, Chicago, Illinois.

Lessor and Lessee Responsibilities

- Fifth: Lessee shall pay in addition to the rental for said premises, all general taxes, leasehold taxes and special assessments, if any, assessed against or levied upon said premises or upon lessee for the term of the lease.
- Sixth: Lessee shall not use said premises for any fund raising or political activities.
- Seventh: Lessee shall comply with at all times the provisions of the Municipal Building Code in use of said premises.
- Eighth: Lessee shall provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution.

(Continued on page 9304)

(Continued from page 9302)

Said annual insurance coverage shall be renewed for each year during the term of this lease with lessor to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the lessee shall mail to the lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

- Ninth: Lessee shall not construct any building or structures or make any improvements on said premises without receiving prior written consent of the lessor.
- Tenth: Lessee shall be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.
- Eleventh: Lessee agrees to indemnify and hold lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from lessor by reason of or on account of damage to the property of the lessor or injury to or death of any person, arising from lessee's use and occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments rendered against lessor for any cause for which lessee is liable hereunder shall be conclusive against lessee as to liability and amount.
- Twelfth: Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by the lessee, its employees, agents or servants. Lessee further agrees that the lessor shall not be liable, and lessee waives all claims for damage to property or injury to any person resulting from any act or omission of lessor, its agents, employees or servants.
- Thirteenth: Lessee shall use demised premises solely for the parking of cars and other similar vehicles belonging to or used by the lessee in operation of and incident to lessee's business located at 218 East Marquette Road. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.
- Fourteenth: Lessee shall not (A) assign or convey this lease or any interest under it; (B) allow any transfer hereof or any lien upon lessee's interest by operation of law; (C) sublet the premises or any interest thereof; (D) permit the use and occupancy of the premises or any part thereof by anyone other than the lessee and for purposes other than those specified in Section 13 of this Rider, without, in each and every case, obtaining written approval of the lessor. Nothing contained herein shall be construed as precluding the lessee from assigning this lease in the event of and as an incident to the sale, lease or mortgage of all or any part of the premises owned by lessee and which abut and adjoin the demised premises and the lessor hereby expressly agrees to such assignment provided the assignee submits an economic disclosure statement to the Lessor as required by the Municipal Code.

- Fifteenth:** Lessor reserves the right of entry upon leased premises by its servants, agents, and employees for the purpose of inspecting, maintaining or repairing the Chicago Skyway Road; and the lessor further reserves the right of immediate entry on leased premises and the right to take possession thereof in case of any emergency with respect to said skyway.
- Sixteenth:** Lessor shall have the right to terminate this lease upon (30) days prior written notice to lessee at the address cited herein. If said cancellation clause is exercised, rental payment under this lease shall be prorated and lessor shall make any appropriate refund to the lessee.
- Seventeenth:** Lessor shall have the right, without obligation to inquire into validity thereof, at all times to pay taxes, assessments, water rents or other charges herein agreed to be paid by lessee, which shall remain unpaid after becoming payable and pay to and redeem said premises for sales, liens, charges and claims arising therefrom, and the amount so paid by lessor, including reasonable expenses, shall be so much additional rent due from lessee to lessor upon demand after such payments.
- Eighteenth:** In every instance where it shall be necessary or desirable for the lessee to serve any notice or demand upon lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the lessor from time to time may appoint said notice or demand shall be deemed to have been served at the time copies are received at said location.
- Nineteenth:** In the event of a breach of any of the covenants, terms and conditions contained herein by lessee, lessor shall have the right to terminate this lease upon giving written notice by certified or registered mail to lessee at the address cited herein. Failure or neglect of lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.
- Twentieth:** In the case of termination of this lease by lapse of time or under any provision contained herein, at the election of the lessor, lessee will surrender said premises peaceably to lessor, and if lessee shall hold possession of said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, lessee shall be deemed guilty of forcible detainer of said premises and shall be subject to eviction and removal, forcibly or otherwise without process of law.
- Twenty-first:** In the case of termination of this lease by lapse of time or under any provision contained herein, all additions, extensions, alterations and improvements to and upon the demised property whether made by lessor or lessee, shall be and remain the property of lessor without any obligation whatsoever upon lessor to pay or allow to lessee compensation or credit thereof.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

**Bids Rejected and City Comptroller Authorized to Re-advertise
for Sale Parcel of City-owned Vacant Property at Nos. 533-537
N. St. Clair St./200-218 E. Grand Ave. Parking Site 10.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith to reject bids for City-owned property at Nos. 533-537 N. St. Clair St./200-218 E. Grand Avenue.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--39.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by Ordinance adopted on the 4th day of November, 1981, at pages 7820 and 7821 of the Journal of Proceedings, authorized the advertisement for sale of the following described City-owned parking garage site:

(Commonly known as Nos. 200-218 East Grand Avenue/533-537 North
St. Clair Street, Parking Garage Site No. 10).

The West 216 1/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago in the North half of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Easement over the North 9 feet of the premises in question granted to Underwriters Laboratory Corporation of Illinois by Anita McCormick Blaine and Cyrus H. McCormick, as successors contained in the agreement dated June 17th, 1924 and recorded July 1st, 1924 as Document 8491432, which agreement discloses the said 9 foot strip is also used by the tenants of said grantors in Block 20. Subject to an ordinance passed by the City Council on September 14th, 1981 (Journal of the City Council Proceedings, Pages 7139-7140) granting a permanent and perpetual easement to construct, maintain and use an 18 inch combination sewer beneath the North 9 feet of the premises in question to La Salle National Bank as trustee under Trust Number 101563 by the City of Chicago.

WHEREAS, Pursuant to the advertisement for sale of this property, two (2) bids were deposited with the City Comptroller and opened at the regular meeting of the City Council of the City of Chicago on January 14, 1982; and

WHEREAS, The Finance Committee of the City Council has duly reviewed each bid, together with appraisal data and determined that the best interest of the City of Chicago requires the rejection of both bids; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects two bids to purchase the City-owned parking garage site legally described as follows:

The West 216 1/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago in the North half of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Easement over the north 9 feet of the premises in question granted to Underwriters Laboratory Corporation of Illinois by Anita McCormick Blaine and Cyrus H. McCormick, as successors contained in the agreement dated June 17th, 1924 and recorded July 1st, 1924 as Document 8491432, which agreement discloses that said 9 foot strip is also used by the tenants of said grantors in Block 20. Subject to an ordinance passed by the City Council on September 14th, 1981 (Journal of the City Council Proceedings, Pages 7139-7140) granting a permanent and perpetual easement to construct, maintain and use an 18 inch combination sewer beneath the north 9 feet of the premises in question to La Salle National Bank as trustee under Trust Number 101563 by the City of Chicago.

SECTION 2. The City Clerk of the City of Chicago is authorized to refund the deposit checks received in response to the advertisement for proposal of sale of City-owned parking garage site to each bidder.

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

**Authorization for Acceptance of Judgment Order in Acquisition
of Property at Nos. 4016-4024 W. 63rd St. for West Lawn
Branch Library.**

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

Ordered, That the Corporation Counsel, in accordance with its recommendation of June 17, 1981 is hereby authorized to acquire the following described property needed for the West Lawn Branch Library, to wit:

Lots 21, 22, 23, and 24 in block 1 of Burrow's Subdivision of the south 1/2 of the south east 1/4 of the south east 1/4 of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

in the amount of One Hundred Forty-five Thousand Dollars and no cents (\$145,000.00) plus statutory interest from the date of the judgment Order to the date of deposit, and \$29.00 Court Costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers to the County Treasurer of Cook County, Illinois and pay the amount when approved by the Corporation Counsel from appropriations made from the Fund 471-6118-610.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Cullerton, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--39.

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 January 14, 1982, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order.

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Edgewater Hospital (sundry locations)	B3-100840 (Pub. Place of Assmb.)	\$ 19.50
	F4-130315 (Mech. Vent.)	375.00
	F4-130316 (Mech. Vent.)	80.00
	F4-130317 (Mech. Vent.)	80.00
The 14th Church of Christ, Scientist, No. 1713 W. Sunnyside Avenue	P1-015543 (Fuel Burn. Equip.)	20.00
Sydney R. Forkosh Memorial Hospital No. 2544 W. Montrose Avenue	B3-100846 (Pub. Place of Assmb.)	80.50
	C2-141537 (Refrg.)	228.00
	F4-129981 (Mech. Vent.)	417.50
Franciscan Fathers (St. Peter Church) No. 108 W. Madison Street	A1-112348 (Elev.)	92.00
The Church Home (Home for the Aged) No. 5445 S. Ingleside Avenue.	A1-112898 (Elev.)	46.00
Incarnation Lutheran Church No. 1345 N. Karlov Avenue	F4-124015 (Mech. Vent.)	10.00
	P1-108596 (Fuel Burn. Equip.)	40.00
Japanese American Service Committee No. 4427 N. Clark Street	F4-128358 (Mech. Vent.)	20.00
Jewish Home for the Blind No. 3525 W. Foster Avenue	A1-111590 (Elev.)	46.00
LaRabida Children's Hospital and Research Center, No. 6500 S. Promontory Drive	B3-101001 (Pub. Place of Assmb.)	25.00
	B3-101002 (Pub. Place of Assmb.)	25.00

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	B3-101003 (Pub. Place of Assmb.)	\$ 45.00
Self Help Home for the Aged No. 908 W. Argyle Street	B3-101018 (Pub. Place of Assmb.)	69.00
	F4-130601 (Mech. Vent.)	92.50
	F4-924768 (Mech. Vent.)	37.50
	F4-924769 (Mech. Vent.)	55.00
Sisters of Charity, BVM No. 6364 N. Sheridan Road	F4-130506 (Mech. Vent.)	50.00
St. Benedict Church No. 2215 W. Irving Park Road	A1-112744 (Elev.)	23.00
	A1-122721 (Elev.)	46.00
St. Elizabeth Hospital No. 1408 N. Oakley Boulevard	B3-100901 (Pub. Place of Assmb.)	34.50
	P1-112876 (Fuel Burn. Equip.)	640.00
University of Chicago (sundry locations)	B1-113141 (Bldg.)	69.00
	B1-115484 (Bldg.)	94.50
	B1-116594 (Bldg.)	46.00
	F4-116547 (Mech. Vent.)	85.00
	F4-117696 (Mech. Vent.)	17.50
	F4-117702 (Mech. Vent.)	157.50
	F4-120173 (Mech. Vent.)	10.00
	F4-120169 (Mech. Vent.)	30.00
	P1-108872 (Fuel Burn. Equip.)	15.00
Louis A. Weiss Memorial Hospital No. 4646 N. Marine Drive	B3-100927 (Pub. Place of Assmb.)	72.50
	B3-102240 (Pub. Place of Assmb.)	276.00

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--43.

Nays--None.

**Authority Granted for Issuance of Free Permits and License Fee Exemptions
for Certain Charitable, Educational and Religious Institutions.**

The Committee on Finance to which had been referred (January 14, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--43.

Nays--None.

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

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

FREE PERMITS.

Bais Yaakov Hebrew Parochial School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bais Yaakov Hebrew Parochial School, No. 2447 W. Granville Avenue, for installation of a fire alarm system on the premises known as No. 6122 N. California Avenue (new building).

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Misericordia Home.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water

are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Misericordia Home, No. 6300 N. Ridge Avenue for construction of a new building and remodeling existing structures on the premises known as No. 6300 N. Ridge Avenue.

Said building shall be used exclusively for children and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

—
Northwestern University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern University, No. 310 E. Superior Street for the renovating and remodeling of the 4th floor of the Morton Building on the premises known as Northwestern University, No. 310 E. Superior Street.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

—
LICENSE FEE EXEMPTIONS.

Homes.

Convalescent Home of the First Church of Deliverance.

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 Convalescent Home of the First Church of Deliverance No. 4314 S. Wabash Avenue is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

—
Grace Convalescent 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 Grace Convalescent Home, No. 2800 W. Grace Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

Jewish Peoples Convalescent 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 Jewish Peoples Convalescent Home, No. 6512 N. California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

Selfhelp Home for the Aged, Incorporated.

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 Selfhelp Home for the Aged, Incorporated, No. 908 W. Argyle Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

St. Pauls House.

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, St. Pauls House, No. 3831 N. Mozart Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

Hospitals.

Michael Reese Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982: Michael Reese Hospital and Medical Center E. 29th Street and S. Ellis Avenue.

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

*Michael Reese Hospital and Medical Center
(Children's Psychiatric Unit).*

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: Michael Reese Hospital and Medical Center (Nicholas J. Pritzker Children's Psychiatric Unit) E. 29th Street and S. Ellis Avenue.

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

Norwegian American 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:

Norwegian American Hospital
No. 1044 N. Francisco Avenue.

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

South Shore 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 Shore Hospital
No. 8015 South Luella Avenue.

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

St. Frances Xavier Cabrini 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. Frances Xavier Cabrini Hospital
No. 811 S. Lytle Street.

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

Dispensary.

Erie Neighborhood House.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Erie Neighborhood House, No. 1347 W. Erie Street, is hereby exempted from payment of the annual license fee provided therefore in Section 118-4, for the year 1982.

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

**Authority Granted for Laying Water Mains
at Sundry Locations.**

The Committee on Finance submitted two proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

Vicinity of E. 118th Street, S. Avenue O, S. Ewing Avenue and E. 117th Street -- installation of 2,617 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$296,104.08, chargeable to Revolving Fund, Department of Public Works.

The above work to be done under Order No. 37011.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Greenview Avenue from N. Clybourn Avenue to W. Fullerton Avenue -- installation of 896 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$129,960.00, chargeable to 1982 Capital Improvement Account, Replacement.

The above work to be done under Order No. 37278.

**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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Patricia J. Gass, 272264, District 1; injured June 3, 1981	\$ 65.55
Charles E. Hamilton, 316342, District 3; injured June 16, 1981	144.00
Dennis Heenan, 334955, District 8; injured July 21, 1981	160.00
Edward Heffernan, 335202, District 16; injured July 5, 1981	233.50
Jack Hightower, 345080, District 21; injured July 11, 1981	50.00
James R. Hoffheimer, 349885, District 3; injured July 27, 1981	64.00
John Hooks, 354611, District 10; injured July 21, 1981	65.00
Dorothy D. Houston, 358254, District 3; injured July 18, 1981	212.75
William G. Hurto, 365728, District 15; injured July 11, 1981	120.75
James B. Indoranto, 367981, District 5; injured July 28, 1981	129.00
Joseph C. Ippolito, 368760, District 18; injured July 31, 1981	110.00
Roy A. Isakson, 369402, District 13; injured July 12, 1981	54.00
Steve J. Janka, 376884, District 20; injured July 2, 1981	136.50
William Jackson, 373109, District 13; injured July 24, 1981	109.00
Billie Johnson, 387452, District 2; injured July 18, 1981	100.00

Richard E. Jones, 390710, District 22; injured July 1, 1981	\$ 81.50
Roy Jones, 391040, District 23; injured July 9, 1981	163.00
Steve D. Kaplan, 399755, District 19; injured July 22, 1981	74.00
Richard Kary, 401612, District 7; injured July 24, 1981	409.95
Charles Kerbs, 414924, District 10; injured July 30, 1981	72.50
Raymond C. Kilroy, 418612, District 14; injured July 1, 1981	80.00
Richard M. Klasen, 423415, District 17; injured July 28, 1981	155.50
John G. Klein, 424327, Marine Unit; injured July 3, 1981	33.80
James J. Kmiecik, 426455, District 21; injured July 15, 1981	241.00
Ronald L. Korzeniewski, 432972, District 11; injured July 27, 1981	71.00
Brantley Kustwin, 445256, District 1; injured July 7, 1981	221.55
Thomas Lanigan, 12229, District 22; injured July 21, 1981	100.00
Philip LasCola, 454204, District 9; injured July 18, 1981	145.25
Edwin F. Bosse, 062982, District 13; injured April 10, 1981	1,019.88
Peter Parisi, 631129, District 17; injured February 15, 1981	7,172.00
Michael Parker, 631702, District 2; injured July 21, 1981	249.00
Ferdinand D. Paus, 635731, District 13; injured July 27, 1981	149.24
Robert E. Paxton, 636561, District 14; injured July 2, 1981	75.00
Henry R. Pennington, 639775, District 1; injured June 24, 1981	330.75
Walter Perkins, 640778, District 12; injured July 18, 1981	126.00
Frank Perry, 641642, Narcotics Section; injured July 28, 1981	295.80
Hollis Petway, 645627, District 6; injured July 9, 1981	258.25
Robert M. Pietrowski, 648936, District 13; injured July 6, 1981	72.50
Edgar J. Pochie, 653582, District 8; injured July 31, 1981	35.00
Francis A. Power, 659249, District 13; injured July 24, 1981	230.00
William Proctor, 664079, District 16; injured July 31, 1981	101.00
Thomas Quinn, 669861, District 4; injured August 16, 1981	1,626.70
Elois Raggs, 671769, District 15; injured July 13, 1981	76.00
Mitchell J. Ramski, 673202, District 9; injured July 26, 1981	60.20

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Terri S. Redden, 677062, Recruit Training; injured July 15, 1981	\$ 75.00
William R. Reynolds, 683532, District 18; injured July 4, 1981	110.00
Charles J. Richker, III, 686188, District 13; injured July 2, 1981	53.00
Angelo A. Rinchiuso, 688378, Area 4 Violent Crimes; injured July 29, 1981	93.50
Denise Roberts, 691401, Youth Division Area 2; injured July 23, 1981	118.00
Herman Robinson, 692581, District 5; injured July 18, 1981	68.00
Michael R. Rock, 694470, Area 4 Property Crimes; injured July 11, 1981	73.00
Kevin Rogers, 695805, District 11; injured July 18, 1981	67.40
Joseph G. Rosner, 700506, District 10; injured July 28, 1981	107.00
Richard Rybicki, 712235, District 13; injured July 15, 1981	47.00
Leroy G. Starr, 775870, Auto Theft Section; injured July 24, 1981	25.00
Michael A. Stather, 776225, District 19; injured July 19, 1981	157.00
Charles Stella, 778430, Youth Division; injured July 12, 1981	173.00
John L. Sullivan, 789050, District 18; injured July 10, 1981	235.00
Joseph J. Sullivan, 789495, District 21; injured July 14, 1981	50.00
Gary W. Szparkowski, 796524, Special Operations Group; injured July 10, 1981	153.00
Jeffery Thompson, 807970, District 2; injured July 18, 1981	100.00
Edward C. Tomasik, 813150, District 3; injured July 9, 1981	100.00
Martin C. Touhy, 815493, District 14; injured May 23, 1981	100.50
Andrew Tranchita, 816850, District 16; injured July 13, 1981	289.75
Claudia E. Tribett, 818265, District 1; injured July 25, 1981	146.00
Martin Tully, 821749, District 6; injured July 30, 1981	100.00
Edward Vanek, 830185, District 24; injured July 12, 1981	132.50
James J. Waltemath, 844991, District 8; injured July 11, 1981	90.00
Karl F. Walter, 845075, Intelligence Section; injured July 9, 1981	118.50
Thomas D. Ward, 846836, District 13; injured July 20, 1981	67.00
John M. Wheaton, 859694, District 8; injured July 7, 1981	1,636.25
Cynthia White, 860767, District 6; injured July 23, 1981	93.00
Charles L. Williams, 866590, District 3; injured July 18, 1981	124.00
Nicholas M. Williams, 869106, Recruit Training; injured July 9, 1981	65.00

Francis R. Wurtz, 883453, District 18; injured July 18, 1981	\$ 213.55
John Zagodan, 887773, District 15; injured July 31, 1981	1,853.25

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and the vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Carmen Abbate, 000321, District 24; injured October 8, 1981	\$ 398.80
Charles Bugajsky, 085785, Youth Division; injured July 23, 1981	503.50
Charles Burns, 090540, District 1; injured April 7, 1981	65.55
Thomas Capparelli, 104424, Public Vehicle Section; injured January 19, 1981	250.00
Frank Cascio, 112257, District 9; injured April 30, 1981	1,016.00
James Haughey, 329321, District 17; injured August 10, 1981	342.25
Larry Johnson, 385739, District 7; injured July 13, 1981	143.00
Walter Kardynalski, 400564, Enforcement Section; injured July 5, 1981	55.00
James Kokaska, 429879, District 22; injured July 8, 1981	156.40
Raymond Kolasinski, 430217, District 13; injured July 4, 1981	54.00
Kathleen Krywaruczenko, 441297, District 17; injured September 20, 1980	46.50
Donald J. Pezzuto, 644755, Enforcement Section; injured July 13, 1981	515.10
Joseph Santoro, 718273, District 10; injured July 21, 1981	129.00
Thelma Simmons, 749871, District 6; injured July 3, 1981	166.00
Michael Joyce, 393515, District 22; injured July 23, 1981	127.65

Edward Kendzior, 412210, Bomb and Arson Section; injured July 27, 1981	\$ 187.00
Lee Patton, 634965, District 16; injured September 10, 1980	420.00
Ronald Trepac, 818009, District 10; injured June 11, 1981	20.00
William Gleason, Lieutenant, Engine Co. 116; injured May 10, 1981	50.00
William Klodnicki, Fire Fighter, Engine Co. 10; injured November 3, 1980	75.00
James LaGreca, Captain, Engine Co. 26; injured April 3, 1981	215.00
Joseph McLary, Paramedic, Ambulance No. 6; injured July 7, 1981	98.00
Kenneth Pedersen, Paramedic, Ambulance No. 31; injured July 31, 1981	65.00
David Stack, Fire Fighter, Truck No. 41; injured August 5, 1981	186.00
Steve Warner, Fire Fighter, Hook and Ladder 41; injured November 4, 1980	579.00

**Authority Granted for Payments of Miscellaneous
Refunds, Compensation for Property Damage, Etc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and locations by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance, City Comptroller: Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Carter Ronald and Guidice Davis, 908 W. 31st Street, Chicago, Illinois 60608	12874 Food	\$ 25.00
Sovereign Catering Company, Incorporated, 1040 W. Granville Avenue, Chicago, Illinois 60660	4343 Food	200.00

Jesus Gonzalez, 4019 W. 26th Street, Chicago, Illinois 60623	33637 Food and Milk	\$ 85.00
Ivan Georgiev, 3000 W. Montrose Avenue, Chicago, Illinois 60618	30630 Food and Milk	75.00

Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Better Built Lumber Co., 17350 S. Cicero Avenue, Country Club Hills, Illinois 60477	B-597887	\$ 33.75
University Square Limited c/o Schain, Burney and Kenny, 180 N. La Salle Street, Chicago, Illinois 60601	B-557958	1,210.50
University Square Limited c/o Schain, Burney and Kenny, 180 N. La Salle Street, Chicago, Illinois 60601	B-557959	1,210.50
University Square Limited c/o Schain, Burney and Kenny, 180 N. La Salle Street, Chicago, Illinois 60601	B-557960	1,210.50

Personal Injury.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Patrick J. Millea for Nancy A. Millea (Minor) 2911 N. Dawson Avenue, Chicago, Illinois 60618	8-5-81 Navy Pier	\$ 121.75

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 date and location by type of claim with said amount to be charged to the activity and account specified as follows:

Refund on Water Leak.

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Mr. and Mrs. Migula Garcia, 2734 W. Haddon Avenue, Chicago, Illinois	2734 W. Haddon Avenue	\$ 27.55

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.

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<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Marie E. Grant 2873 N. Elston Avenue Chicago, Illinois 60618	2873 N. Elston Avenue	\$ 130.11
Luella Weems 1400 S. Komensky Avenue Chicago, Illinois 60623	1400 S. Komensky Avenue	300.00

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO PROPERTY, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, January 19, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred June 7, 1978, and subsequently, sundry claims as follows:

Compensation for Damage to Property:

(June 7, 1978)	Richard Dean
(October 24, 1979)	Bernice Wilczewski
(October 24, 1979)	Edward Sosnowski
(October 24, 1979)	Shelva Washington
(October 24, 1979)	George Covaci
(October 24, 1979)	Louise Barnes.

Compensation for Damage to Vehicles:

(November 14, 1978)	State Farm and Leticia Gautani
(November 14, 1978)	Allstate Insurance Company and Angelo S. Palermo
(November 14, 1978)	State Farm Insurance and Albert Friedman
(November 14, 1978)	General Accident Group and James and Helen Gorman
(November 14, 1978)	State Farm Insurance Company and Lee Jones
(November 14, 1978)	Hartford Insurance Company and Vidal Mercado
(November 14, 1978)	State Farm Insurance Company and John Janulis
(November 14, 1978)	Annie Johnson
(November 14, 1978)	Richard Colonado
(November 14, 1978)	Brian Kantor
(November 14, 1978)	Barbara J. Cusimano.

Compensation for Various Refunds:

(October 2, 1980)	Robert Nelson
(October 2, 1980)	Virginia J. Fogle
(October 2, 1980)	Cedar Park Cemetery Association, Incorporated c/o Lawrence C. Anspach
(October 2, 1980)	Bruno Streck
(October 2, 1980)	Jimmie D. Boykins
(October 2, 1980)	Michael Gricki
(October 2, 1980)	Minnie O'Neal
(October 2, 1980)	Harrison Derusia.

Compensation for Personal Injuries:

(May 23, 1979)	Joan DeGiuseppi
(May 23, 1979)	Willie May Johnson.

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, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--42.

Nays--None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Department of Public Works, dated January 8, 1982 concerning the Monthly Progress Report on Sewer Bond Issue Projects for the month of November, 1981.

A communication from the Department of Public Works, dated January 14, 1982 concerning the Monthly Progress Report on Sewer Bond Issue Projects for the month of December, 1981.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
ACCEPTANCE OF BID FOR CITY-OWNED
VACANT PROPERTY AT NO. 506 N. RUSH ST.
PARKING SITE NO. 4.

The Committee on Finance submitted the following report, which was, on motion of Alderman Bloom and Alderman Oberman, *Deferred* and ordered published:

CHICAGO, January 19, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication from the Office of the City Comptroller transmitting a proposed Ordinance authorizing the acceptance of a bid from American Medical Association, No. 535 North Dearborn Street, in the sum of \$8,056,791.00, for the City-Owned property located at No. 506 North Rush Street, Parking Site No. 4 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass*, the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, The City of Chicago is the owner of property commonly known as No. 506 N. Rush Street, Chicago, Illinois, upon which is situated a parking garage facility (Garage Site No. 4); and

WHEREAS, Pursuant to the provisions of the Cities and Villages Act (Ill. Rev. Stat. 1979, Chapter 24, 11-12-4 *et. seq.*), the Chicago Plan Commission has reviewed and approved the proposed disposition of the indicated parking facility; and

WHEREAS, The City Council of the City of Chicago by Ordinance adopted on the 4th day of November, 1981, determined that the subject parcel of City property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago; and

WHEREAS, In response to the publication of the proposal for sale of the City-owned property, one bid was deposited with the City Comptroller and duly opened at the regular meeting of the City Council of the City of Chicago on January 14, 1982; and

WHEREAS, The Finance Committee of the City Council of the City of Chicago has duly reviewed the bid, together with appraisal data and recommended that the said parcel should be sold in accordance with the bid; now, therefore,

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

SECTION 1. Subject to the provisions of Section 2 of this ordinance, the City of Chicago hereby accepts the bid of The American Medical Association to purchase for the sum of Eight Million Fifty-six Thousand Seven Hundred Ninety-one and no/100 Dollars (\$8,056,791.00), the City-owned Parking Garage Site No. 4, commonly known as No. 506 N. Rush Street, Chicago, Illinois, previously advertised pursuant to Council authority passed November 4, 1981, Council Journal pages 7819 and 7820, described as follows:

Lots 1, 2, 5, 6, 9, 10, 11 and 12 in Block 16 in Kinzie's Addition to Chicago, being a Subdivision of the North fractional half of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian; also, Lots 1 to 5 inclusive in the Subdivision of Lots 3 and 4 in said Block 16 in Kinzie's Addition to Chicago; also, Lots 1 to 6 inclusive, in the subdivision of Lots 7 and 8 in said Block 16 in Kinzie's Addition to Chicago; and also, the vacated East and West alley lying within said Block 16, in Cook County, Illinois.

Subject to General Taxes after delivery of Deed.

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

SECTION 2. The acceptance of this bid by the City of Chicago is Subject to the condition that the said purchaser within seven (7) days of the passage of this ordinance establish in conjunction with the City of Chicago, an escrow with a recognized title company, and deposit the balance of the bid amount into the escrow within thirty (30) days of the passage of this ordinance. Failure to comply with this condition will result in the bidder's deposit being forfeited and surrendered to the City of Chicago as an agreed amount of liquidated damages.

SECTION 3. The Mayor and the City Clerk are hereby authorized to execute and attest a Quit Claim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 4. The City Clerk is authorized to deliver the deposit check of Eight Hundred Five Thousand Six Hundred Seventy-nine and 10/100ths Dollars (\$805,679.10) as earnest money submitted by said bidder to the City Comptroller, who is authorized to deliver said Quit Claim Deed into escrow upon the desposit of balance of the Bid Amount into the escrow by said purchaser.

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

COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK PRESERVATION.

Designation of First Baptist Congregational 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 transmitted therewith (which was referred to the Committee on December 11, 1981):

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 of Chicago Historical and Architectural Landmark, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the First Baptist Congregational Church, designed by architect Gurden P. Randall and built between 1869 and 1871, be designated a Chicago Landmark.

SECTION 2. The structure known as the First Baptist Congregational Church located on property commonly known as No. 60 North Ashland Avenue, Chicago, Illinois, and legally described as :

Lots 1 through 6 and the 14 feet x 125 feet vacated portion of alley lying immediately West in the Subdivision of Lot 1 and the East 30 feet of Lot 2 in Block 64 of Page 8, Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, 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.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--43.

Nays--None.

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

Designation of Chapin and Gore 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 September 11, 1981):

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 Landmark, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Chapin and Gore Building, designed by architects Hugh Garden and Richard Schmidt and built in 1904, be designated a Chicago Landmark.

SECTION 2. The structure known as the Chapin and Gore Building located on property commonly known as 63 East Adams Street, Chicago, Illinois, and legally described as:

The East 81 feet of Lot 2 of Block 5 in fractional section 15, Township 39 North, Range 13 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.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

Designation of City Hall-County 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 September 11, 1981):

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 Landmark, filed with the City Council pursuant to Section 21-64

of the Municipal Code of Chicago, that the City Hall-County Building, designed by the architectural firm of Holabird and Roche and built between 1905 and 1909, be designated a Chicago Landmark.

SECTION 2. The structure known as the City Hall-County Building located on property commonly known as 121 North LaSalle Street and 118 North Clark Street, Chicago, Illinois, and legally described as:

All of Block 39 in original town of Chicago in the South East quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, platted by Canal Commissioners August 4, 1830, recorded May 29, 1837 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 hereby 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 or the first floor public lobbies and corridors.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

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

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO A SOUTHERLY DIRECTION ON PORTION OF S. SPAULDING AVENUE IN 13th WARD.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on S. Spaulding Avenue from W. 59th Street to W. 63rd Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDER TO INSTALL PARKING METERS ON PORTION OF N. ASHLAND AV.

Alderman Schulter (47th Ward) presented a proposed order for the installation of two parking meters in front of Nos. 3826 through 3830 N. Ashland Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented ordinances to prohibit at all times the parking of vehicles at the locations designated, for distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Farina (36th Ward)	N. Central Avenue (both sides) east and west service drive from W. Palmer Street to W. Grand Avenue;
Rittenberg (40th Ward)	W. Peterson Avenue (both sides) from a point 150 feet east of N. Ravenswood Avenue to a point 150 feet west of N. Ravenswood Avenue;
Schulter (47th Ward)	W. Sunnyside Avenue, at No. 1622 (except for handicapped);
Orr (49th Ward)	N. Glenwood Avenue (east side) from a point 70 feet north of W. Pratt Avenue to a point 25 feet north thereof.

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. COLUMBUS DR.

Alderman Roti (1st Ward) presented a proposed ordinance to prohibit the parking of vehicles on S. Columbus Drive (west side) between E. Monroe Street and E. Jackson Boulevard from 4:00 p.m. to 6:00 p.m. on Monday thru Friday; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR
VEHICLES ON PORTION OF N. CALIFORNIA AV.*

Alderman Rittenberg (40th Ward) presented a proposed ordinance to limit the speed of vehicles to 15 miles per hour on N. California Avenue between W. Carmen Avenue and W. Foster Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER TO ESTABLISH TOW AWAY ZONE
ON PORTION OF W. WARREN BLVD.*

Alderman Nardulli (for Ray, 27th Ward) presented a proposed order to establish a tow away zone on W. Warren Boulevard (both sides) from N. Halsted Street east to the Dan Ryan Expressway; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDERS FOR INSTALLATION
OF TRAFFIC SIGNS.*

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Vrdolyak (10th Ward)	E. 131st. Street and S. Baltimore Avenue--"4-way Stop";
Lipinski (23rd Ward)	S. Nashville Avenue and W. 56th Street--"Stop";
Rittenberg (40th Ward)	W. Foster Avenue and N. Francisco Avenue--"Stop".

*Referred--PROPOSED ORDER FOR INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNALS AT SPECIFIED INTERSECTION.*

Alderman Rittenberg (40th Ward) presented a proposed order for the installation of automatic traffic-control signals at the intersection of W. Balmoral Avenue and N. Damen Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER FOR INSTALLATION OF "PEDESTRIANS
CROSSING" SIGNS AT SPECIFIED INTERSECTIONS.*

Alderman Rittenberg (40th Ward) presented a proposed order for the installation of "Pedestrians Crossing" signs at the intersection of W. Winona Street and N. California Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

Alderman Madrzyk (13th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as a B2-1 Restricted Retail District instead of C1-1 Restricted Commercial and C2-1 General Commercial Districts the area shown on Map No. 16-L bounded by

W. 63rd Street; S. Cicero Avenue; W. 65th Street; the alley next west of and parallel to S. Cicero Avenue; the alley next south of and parallel to W. 63rd Street; and S. Leamington 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

Roti (1st Ward)

Mell (33rd Ward)

Cullerton (38th Ward)

Claimant

Marie Meravy

Delores M. Stynoski (Medina)

Garden Shop.

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 ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to Chicago South Water Associates, a limited Illinois partnership, to construct, maintain and use a canopy attached to the building or structure located at No. 35 E. South Water Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN HUELS (11th Ward):

**Gratitude Expressed to Msgr. Edward J. Smaza for His Contributions to
His Church and His Community at St. Mary of Perpetual Help Parish.**

A proposed resolution reading as follows:

WHEREAS, On January 24, 1982, Msgr. Edward J. Smaza will be honored by the congregation of St. Mary of Perpetual Help Parish for the 31 years he has served as pastor; and

WHEREAS, Msgr. Smaza, a native Chicagoan, came to the parish in 1950 after serving for thirteen years with the Archdiocesan Metropolitan Tribunal; and

WHEREAS, Msgr. Smaza has been an articulate proponent of the concerns of the community and parish;
and

WHEREAS, The members of St. Mary of Perpetual Help can look to the example of Msgr. Smaza for encouragement and inspiration in their endeavors on behalf of the Church and their community; and

WHEREAS, As Pastor Emeritus, Msgr. Smaza will still be able to disseminate his virtues and ideals for the benefits of the members of his congregation; and

WHEREAS, Msgr. Smaza's devotion to the intellectual and spiritual development of his Catholic Family has been an inspiration to all who had contact with him; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council, duly assembled this 21st Day of January, 1982, do hereby express their gratitude to Msgr. Smaza for his contributions to his Church and community and join in to honor him for his long years of service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Msgr. Edward J. Smaza.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHEAHAN (19th Ward) and Others:

*Referred--*PROPOSED RESOLUTION REQUESTING THE STATE OF ILLINOIS
AND/OR THE CITY OF CHICAGO TO EXPAND ALLOCATED FUNDS FOR
NEW STREET CONSTRUCTION PROGRAM.

A proposed resolution, presented by Aldermen Sheahan, Bertrand, Shaw, Majerczyk, Madrzyk, Kellam, Sherman, Lipinski, and Merlo, requesting the State of Illinois and/or the City of Chicago to allocate the necessary funds to complete the New Street Construction Program, etc.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN KELLEY (20th Ward):

**Honor Extended to Clark Terry, Great Jazz Musician,
for His Achievements in the Field of Jazz.**

A proposed resolution reading as follows:

WHEREAS, Clark Terry, internationally renowned jazz musician, returns, to Chicago for an engagement at Rick's Cafe American January 26 - February 6, 1982; and

WHEREAS, Clark Terry has etched his name in the development of American Jazz in this century, both as a performer and as an educator; and

WHEREAS, The recipient of numerous awards and coveted Grammy nominations, Clark Terry's phonograph records are highly prized and in themselves carry his consummate musicianship to all corners of the world; and

WHEREAS, Clark Terry was born in St. Louis, Missouri, December 14, 1920; served in the U.S. Navy from 1942 to 1945, spending some of his time at Great Lakes; later played with such other jazz greats as Charlie Barnett, Charlie Ventura, and Eddie "Cleanhead" Vinson; appeared for three years with the Count Basie orchestra, and eight years with Duke Ellington. He joined the NBC staff with the Tonight Show with Jack Parr, then staying on with Johnny Carson for 12 years. He has toured the world; Europe as well as the Middle and Far East. Last fall he put together groups of college musicians and toured the United States, playing various colleges. He is a member of many musical organizations, including Harmony Lodge No. 88; and

WHEREAS, Clark Terry is the author of *Let's Talk Trumpet (1873)*, *Interpretation of the Jazz Language (1976)* and *Circular Breathing (1977)*, which are used by many musicians as textbooks; and

WHEREAS, the City of Chicago is indeed fortunate to have Clark Terry as an annual visitor; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 21st Day of January, 1982, do hereby honor the great jazz musician, Clark Terry, By naming February 4, 1982, as "Clark Terry Day In Chicago" and that we express to this fine citizen our deepest admiration and appreciation for his towering achievements in the field of jazz; and

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

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

On motion of Alderman Kelley, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 88 OF MUNICIPAL CODE
CONCERNING "BROAD BAND CABLE NETWORK TELEVISION AND RADIO
DISTRIBUTION SYSTEMS."

A proposed ordinance to amend Chapter 88 of the Municipal Code of the City of Chicago by adding a new section to be known as Sections 645.1 through 645.12 concerning "Broad Band Cable Network Television and Radio Distribution Systems" to protect the public from defective workmanship in the installation of Communication Systems.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN RITTENBERG (40th Ward):

Honor Extended to Police Sgt. Robert D. Killion on Occasion
of His Retirement.

A proposed resolution reading as follows:

WHEREAS, Outstanding Police Sergeant Robert D. Killion is retiring after over thirty years of distinguished service; and

WHEREAS, Sergeant Killion, Star No. 2000, was appointed to the Chicago Police Department April 24, 1948, and was promoted to Sergeant September 30, 1960, then was promoted to the position of Assistant Administrator of Personnel July 16, 1973, which position he has served with distinction. His own personnel file contains 25 letters of recognition for outstanding service both to the Department's membership and to the citizens of our great City of Chicago; and

WHEREAS, Sergeant Robert D. Killion's excellent career as a true servant to the public should not go unnoticed by the leaders of our great City; now, therefore,

Be It Resolved, That we, the Members of the City Council of the City of Chicago, gathered here this 21st Day of January, 1982, do hereby express our deepest appreciation and gratitude to Chicago Police Sergeant Robert D. Killion on the occasion of his retirement, and do extend to this great man and his family our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sgt. Robert D. Killion.

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

On motion of Alderman Rittenberg, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCE TO AMEND A GRANT OF PRIVILEGE IN
PUBLIC WAY FOR NICK BEUCHER & SONS COMPANY.

A proposed ordinance to amend the ordinance passed by the City Council on January 14, 1982 granting permission to Nick Beucher & Sons Company for maintenance of a railroad switch track at N. Cherry Avenue near W. Weed Street etc., to now read in Section 1 where appropriate "Nick Beucher & Sons Co., and Klemp Corporation."--*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Broadacre Management Company, No. 33 E. Cedar Street;

Croydon Hotel Company, No. 616 N. Rush Street.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDER TO INSTALL AN ALLEY LIGHT AT THE
REAR OF NO. 4834 N. DAMEN AV.

A proposed order to install an alley light at the rear of the premises located at No. 4834 N. Damen Avenue.--
Referred to the Committee on Finance.

Presented by

ALDERWOMAN VOLINI (48th Ward):

Honor Extended to Robert Remer for Outstanding Service to
Edgewater Community.

A proposed resolution reading as follows:

WHEREAS, Robert Remer was elected to three consecutive terms as President of the Edgewater Community Council (ECC), the maximum number of terms allowed under the organization's charter; and

WHEREAS, Under his leadership, the Edgewater Community Council achieved City-wide recognition for its innovative community action programs; and

WHEREAS, Robert Remer spent many evenings patrolling Edgewater streets and alleys as a volunteer crime watcher in the Edgewater-Uptown Citizen Safety Program's radio patrol; and

WHEREAS, During his three years as President, the Edgewater Community Council embarked on a challenging neighborhood preservation program, leading successful efforts to obtain the Broadway Armory and the lakefront Viatorian Brothers' property for public park land; and

WHEREAS, He led the Edgewater Community Council's fight for protection of the City's beautiful lakefront through stopping high-rise construction at Sheridan-Thorndale and implementing Operation Lakewatch, to identify polluters of Lake Michigan; and

WHEREAS, During this time, the Edgewater Community Council maintained an active housing conservation program, working with Alderwoman Volini, Alderman Orr and local block clubs to upgrade the neighborhood housing stock; and

WHEREAS, Robert Remer's tenure as ECC President was capped, in December 1981, by the publication of the highly acclaimed neighborhood housing study produced by the Council's "Operation Winthrop-Kenmore"; and

WHEREAS, Robert Remer has earned the respect of his fellow workers and all Edgewater residents for his honesty, hard work, and dedication to his community; now, therefore,

Be It Resolved, That Robert Remer be honored for his outstanding service to the Edgewater community by the City Council of the City of Chicago; and

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

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

On motion of Alderwoman Volini, the foregoing proposed resolution was *Adopted*.

5. 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:

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Pacific Garden Mission Medical Clinic, No. 646 S. State Street.

BY ALDERMAN BLOOM (5th Ward):

Albert Merritt Billings Hospital, No. 950 E. 59th Street.

Chicago Lying-In Hospital, No. 5841 S. Maryland Avenue.

Wyler, Silvain and Arma Children's Hospital, No. 950 E. 59th Street.

BY ALDERMAN MARTINEZ (31st Ward):

Rockwell Baptist Day Care Center, No. 1342 N. Rockwell Street.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, No. 45 W. 111th Street.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Home for the Aged of the Methodist Church, No. 4950 N. Ashland Avenue.

Bethany Hospital of the Methodist Church, No. 5025 N. Paulina Street.

Cancellations of Warrants for Collection:

BY ALDERMAN VRDOLYAK (10th Ward):

Annunciata Church, No. 11128 S. Avenue G--boiler and fuel burning equipment inspection.

BY ALDERMAN NARDULLI (for ALDERMAN RAY, 27th Ward):

Goodwill Industries of Chicago and Cook County, No. 120 S. Ashland Boulevard--elevator, public place of assembly, sign inspections (3).

BY ALDERMAN HAGOPIAN (30th Ward):

Symons Y.M.C.A., No. 3600 W. Fullerton Avenue--boiler and fuel burning equipment, mechanical ventilation inspections (2).

BY ALDERMAN CULLERTON (38th Ward):

Daughters of Saint Mary (Saint Mary of Providence School), No. 4200 N. Austin Avenue--mechanical ventilation inspection.

St. Patrick High School, No. 5900 W. Belmont Avenue--mechanical ventilation inspection.

BY ALDERMAN CULLERTON (for ALDERMAN LAURINO, 39th Ward):

Albany Park Community Center, sundry locations--mechanical ventilation inspections.

Booth Memorial Hospital/The Salvation Army, No. 5040 N. Pulaski Road--building, elevator, mechanical ventilation, refrigeration equipment inspections (5).

Queen of All Saints School, No. 6280 N. Sauganash Avenue--elevator inspection.

Lydia Home Association, No. 4300 W. Irving Park Road--mechanical ventilation inspection.

BY ALDERMAN RITTENBERG (40th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue (for their premises located at No. 1625 W. Edgewater Avenue)--building inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, sundry locations--building, boiler and fuel burning equipment, and unfired pressure vessel inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Anti-Cruelty Society, No. 157 W. Grand Avenue (for their premises located at No. 516 N. LaSalle Street)--elevator inspection.

BY ALDERMAN AXELROD (46th Ward):

Anshe Emet Synagogue, N. Pine Grove Avenue at W. Grace Street--elevator, mechanical ventilation inspections (2).

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--boiler and fuel burning equipment, mechanical ventilation, refrigeration equipment inspections (3).

BY ALDERWOMAN VOLINI (48th Ward):

Weiss Memorial Hospital, No. 4646 N. Marine Drive (for sundry locations)--mechanical ventilation inspections (2).

Winthrop Towers, No. 4848 N. Winthrop Avenue--building, mechanical ventilation inspections (2).

BY ALDERMAN STONE (50th Ward):

Chicago Services for Work and Rehabilitation, No. 4001 W. Devon Avenue (for their premises located at No. 6606 N. Clark Street)--parking sign maintenance inspection.

Exchange National Bank, U/T No. 9330, No. 1308 S. LaSalle Street/Ruth and Robert S. Levy Rehabilitation Center, Nos. 6608-6610 N. Clark Street--driveway inspection.

Water Rate Exemption:

BY ALDERMAN HAGOPIAN (30th Ward):

Symons Y.M.C.A., No. 3600 W. Fullerton Avenue.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (December 11, 1981).

Alderman Sawyer moved to *Correct* said printed Official Journal of the regular meeting held on December 11, 1981 as follows:

Page 8285 - by deleting the number "fifty" appearing on the sixth line from the bottom of the page and inserting the number "fifth" in lieu thereof.

The motion *Prevailed*.

Journal (January 14, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, January 14, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Sawyer moved to *Correct* said printed Official Journal as follows:

Page 9064--by inserting the following language at the bottom of the page:

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

SECTION 1. The City of Chicago hereby accepts the bid of Saint Michael Missionary Baptist Church, 4200 W. Adams St., Chgo., Il. to purchase for the sum of \$5,500.00, the City-owned vacant property, previously, advertised, pursuant to Council authority passed August 19, 1981, page 6905 described as follows:

Lots 1 and 2 in Block 4 in D. S. Place's Subdivision of the East half of the East half of the Northwest quarter of the Northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4201-4203 W. Adams Street, Permanent Tax No. 16-15-213-010.)

The motion *Prevailed*.

Alderman Sawyer moved to further *Correct* said printed Official Journal as follows:

Page 9167--by inserting the following ordinances immediately after the thirtieth line from the bottom of the page:

Grant to Carl Gorr Printing Company.

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

SECTION 1. Permission and authority are hereby given and granted to Carl Gorr Printing Co., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a one-story covered bridge or passageway over the east-west public alley south of W. Byron Street, in the rear of the premises known as No. 1801 W. Byron Street, connecting premises known as 1800 Bernice Street at a point approximately ten (10) feet west on the west line of Ravenswood Avenue. Said covered bridge or passageway shall not exceed one-story in height, seven (7) feet in width, and the lowest portion of same shall be held more than twelve (12) feet above the surface of the alley at this location. Said privilege shall exist by authority herein granted for a period of five (5) years from and after December 7, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of December 7, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Ideal Investment Corporation: Covered Bridge (Passage).

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

SECTION 1. Permission and authority are hereby given and granted to Ideal Investment Corporation upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a two-story covered bridge or

passage seventeen (17) feet in width over and across the north-south public alley between N. Paulina Street and N. Hermitage Avenue seventy-six (76) feet north of the north line of W. Irving Park Road, connecting the second and third floors of the premises known as Nos. 4002-4006 N. Paulina Street with the corresponding floors of the premises known as Nos. 4003-4007 N. Hermitage Avenue, the lowest portion thereof to be not less than sixteen (16) feet above the surface of the public way at said location; for a period of five (5) years from and after January 26, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of January 26, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to

determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Ideal Investment Corporation: Tunnel.

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

SECTION 1. Permission and authority are hereby given and granted to Ideal Investment Corporation to maintain and use as now constructed a tunnel four (4) feet in width and seven (7) feet in depth, inside dimensions, under the surface of the north-south public alley between N. Paulina Street and N. Hermitage Avenue seventy-six (76) feet north of the north line of W. Irving Park Road, connecting the basements of the premises known as Nos. 4002-4006 N. Paulina Street with the premises known as Nos. 4003-4007 N. Hermitage Avenue; for a period of five (5) years from and after January 26, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 dollars (\$400.00) per annum, in advance, the first payment to be made as of January 26, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Illinois Institute of Technology.

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

SECTION 1. Permission and authority hereby are given and granted to Illinois Institute of Technology, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a foot-passage and pipe tunnel six (6) feet in width, and eight (8) feet two (2) inches in height, containing steam pipes, conduits and other equipment, located under and across W. 33rd Street one hundred eighty (180) feet west of the west line of S. State Street, connecting the properties of the grantee on both sides of said street at said location; for a period of five (5) years from and after December 21, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 dollars (\$400.00) per annum, in advance, the first payment to be made as of December 21, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

The motion to correct *Prevailed*.

Thereupon, Alderman Sawyer 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

None.

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 Thursday, the twenty-first (21st) day of January, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the tenth (10th) day of February, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

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

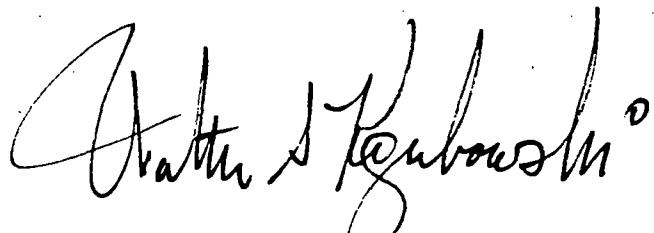
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Marcin moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 10, 1982, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.