

COPY



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

Regular Meeting—Tuesday, March 2, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--Alderman Ray.

Call to Order.

On Tuesday, March 2, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

Quorum Present.

Invocation.

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

**Appreciation Extended to Matthew J. Lamb and Sons for
Their Humanitarian Services.**

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

WHEREAS, For the past twenty years Matthew J. Lamb, through his Blake-Lamb Funeral Homes has provided funeral services for Chicago police officers and firefighters who have given their lives in the line of duty; and

WHEREAS, Mr. Lamb performed these humanitarian services without regard for his own pecuniary gain and has exemplified the finest ideals of citizenship; and

WHEREAS, He is one of the reasons why Chicago is known as the "City of Big Shoulders" and Mr. Lamb's warmth and understanding have supported many families and friends during their hours of need; and

WHEREAS, Matthew J. Lamb is eighty-three years old and semi-retired, his loyal sons, Matthew and Richard continue this fine tradition in the performance of their business; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the City Council at a meeting assembled this 2nd day of March, 1982 that we do hereby express our sincere appreciation to Matthew J. Lamb and his sons for their compassion and regard for the families of our fallen and their continuous contribution to humanitarian causes; and

Be It Further Resolved, That a copy of this resolution be prepared and forwarded to Matthew J. Lamb.

Alderman Burke 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 Burke, (seconded by Alderman Huels and Natarus) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented the Chicago Medal of Merit to Matthew J. Lamb, which was accepted by his sons, Matthew Jr. and Richard, who both expressed their thanks to the Mayor and the City Council for the honor accorded their father.

CONGRATULATIONS EXTENDED TO VEHICLE STICKER CONTEST WINNER.

Honorable Jane M. Byrne, Mayor and Honorable Walter S. Kozubowski, City Clerk, presented to the Council, Gustavo Longoria, Carl Schurz High School, as the winner of the Vehicle Sticker Drawing Contest. The young man was presented a Certificate of Recognition and a \$100 Savings Bond, and the school was presented with art supplies. Gustavo thanked the City Clerk, the Mayor and the City Council for the honor accorded him and he also expressed his appreciation for the assistance given by his teacher, Mr. Charles Ventura. Gustavo Longoria was warmly applauded by all the Members of the City Council and assembled guests.

Tribute to Late Monsignor Richard A. Rosemeyer.

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

WHEREAS, Monsignor Richard A. Rosemeyer was called to his eternal rest by Almighty God on Sunday, February 28, 1982; and

WHEREAS, Monsignor Rosemeyer was in the service of God as the pastor of St. Athanasius Catholic Church in Evanston; and

WHEREAS, Monsignor Rosemeyer was an outstanding spiritual leader, having served as an aide to John Cardinal Cody and as a Vicar General of the Roman Catholic Archdiocese of Chicago; and

WHEREAS, Monsignor Rosemeyer was hailed for his many hours of work in coordinating the visit to Chicago of Pope John Paul II in 1979, and just five weeks ago he was named by Cardinal Cody to head the Vatican Art Council of Chicago that is planning an exhibition of Vatican Art in 1983; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, at a meeting assembled this 2nd day of March, 1982, do hereby express our sincere condolences to the family of Monsignor Rosemeyer and sorrow at the death of this great spiritual leader; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the family of Monsignor Richard A. Rosemeyer.

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

**Tribute to Police Officers James Doyle, William Fahey and
Richard O'Brien Killed in the Line of Duty.**

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

WHEREAS, In the faithful performance of their avowed duty to "protect and serve," the lives of three officers of the Chicago Police Department were recently taken in criminal incidents which have shocked this City and the nation; and

WHEREAS, On February 5, 1982, Officer James Doyle sustained fatal gunshot wounds while apprehending a suspect; and

WHEREAS, On February 9, 1982, Officer William Fahey sustained fatal gunshot wounds while apprehending a suspect and his life came to a tragic end on February 10, 1982, as a result of his wounds, and

WHEREAS, On February 9, 1982, the life of Officer Richard O'Brien was taken as he went to the assistance of his partner Officer Fahey; and

WHEREAS, Officer James Doyle was sworn to duty as a Chicago Police Officer on June 8, 1981, and in his brief career earned the respect and friendship of his fellow officers; and

WHEREAS, Officer William Fahey was sworn to duty as a Chicago Police Officer on October 23, 1972, and during his career received numerous awards, honors and commendations and earned the respect and friendship of his fellow officers; and

WHEREAS, Officer Richard O'Brien was sworn to duty as a Chicago Police Officer on March 19, 1973, and during his career received numerous awards, honors and commendations and earned the respect and admiration of his fellow officers; and

WHEREAS, The citizens of Chicago and the members of the Chicago Police Department have had their lives greatly enriched by the service of Officers Doyle, Fahey and O'Brien and will remember their example as police officers and friends; now, therefore,

Be It Resolved, That we the Mayor and the Members of the City Council of the City of Chicago in meeting assembled this 2nd day of March, 1982, do personally grieve the passing of Police Officers James Doyle, William Fahey and Richard O'Brien; we extend our heartfelt sympathy to their fine families; and we humbly express appreciation that the City of Chicago forever has been enriched by the service, courage and devotion to duty of Police Officers James Doyle, William Fahey and Richard O'Brien, whose memory will be everlasting; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the families of Police Officer James Doyle, Police Officer William Fahey and Police Officer Richard O'Brien.

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

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred--MAYOR'S APPOINTMENT OF FRANK ZELLET AS MEMBER OF
STATE STREET MALL COMMISSION.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of

two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO.

March 2, 1982.

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

LADIES AND GENTLEMEN--I appoint Frank Zellet as a member of the State Street Mall Commission to fill the vacancy created by the resignation of Arthur Muenze and respectfully request your approval of this appointment.

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

Mayor.

*Referred--*MAYOR'S APPOINTMENT OF DR. WALTER MASSEY AS MEMBER
OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--I have appointed Dr. Walter Massey as a member of the Economic Development Commission for the term ending May 26, 1984, to replace the unexpired term of Mr. Charles Marshall, resigned.

Your approval of this appointment is respectfully requested.

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

Mayor.

*Referred--*MAYOR'S APPOINTMENT OF CHARLES C. SKLAVANITIS AS
COMMISSIONER OF ECONOMIC DEVELOPMENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--I appoint Charles C. Sklavanitis as Commissioner of the Department of Economic Development of the City of Chicago.

Your approval of this appointment will be appreciated.

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

Mayor.

*Referred--*MAYOR'S APPOINTMENT OF CLARK BURRUS AS MEMBER OF
BOARD OF EDUCATION OF CITY OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--I have appointed Mr. Clark Burrus as a member of the Board of Education for a term commencing on May 1, 1982, and expiring on April 30, 1987, replacing Reverend Kenneth Smith, whose term expires on April 30, 1982.

Your approval of this appointment is respectfully requested.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND ORDINANCE PROVIDING
FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
TOM INVESTMENT PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance amending a December 18, 1981 ordinance providing for the issuance of an industrial revenue bond in the amount of \$500,000 for the construction of a project by Tom Investment Partnership.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR CHICAGO BUDGET
RENT-A-CAR CORP.

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

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OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,700,000 for the construction of a project by Chicago Budget Rent-a-Car Corp., a Delaware corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR THE
WASHTENAW PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$500,000 for the construction of a project by The Washtenaw Partnership, an Illinois general partnership.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR APPROVAL OF
REDEVELOPMENT PROJECT BY CUSTOM
ORGANICS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the

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approval of a Redevelopment Project for the use of Custom Organics, Inc. and authorizing the Executive Director of the Economic Development Commission to execute a redevelopment agreement on behalf of the City of Chicago with Custom Organics, Inc. and to execute a cooperative land purchase agreement on behalf of the City of Chicago with New England Mutual Life Insurance Company for the cooperative purchase of the project site for the use of Custom Organics, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF
APPLICATION WITH URBAN DEVELOPMENT
ACTION GRANT PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance authorizing the filing and implementation of an application for the Urban Development Action Grant Program with the United States Department of Housing and Urban Development.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING
ORDINANCE IN AREA OF KEDZIE-AINSLIE
REDEVELOPMENT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, acting as Chairman of the Department of Urban Renewal Board, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for a Residential Planned Development for the area located at 4814 to 4858 North Kedzie, part of which is Disposition Parcel No. 1 in the Kedzie-Ainslie Redevelopment Project.

Enactment of the ordinance by the City Council would greatly facilitate redevelopment of the project.

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Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING
ORDINANCE IN AREA OF PRAIRIE AVENUE
HISTORIC DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an application for an Institutional Planned Development Amendment to the Chicago Zoning Ordinance for The Prairie Avenue Historic District and Architectural Park.

Enactment of the ordinance by the City Council will facilitate development of the District and Park.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 3 TO
CENTRAL WEST REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "To Approve Amendment No. 3 to the Central West Redevelopment Plan".

Also inclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a Special Meeting on February 9, 1982, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO CHANGE NAME OF ACHSAH BOND
DRIVE TO SOLIDARITY DRIVE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith, at the request of the Commissioner of Streets and Sanitation, an ordinance changing the name of Achsah Bond Drive, along its entire length, to Solidarity Drive.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED LABOR CONTRACT BETWEEN CHICAGO
FIRE FIGHTERS UNION, LOCAL 2, ETC. AND CITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith, at the request of the Commissioner of the Chicago Fire Department, the Labor Contract between Chicago Fire Fighters Union, Local 2, International Association of Fire Fighters, AFL-CIO, CLC and the City of Chicago, Illinois.

Your favorable consideration of this contract will be appreciated.

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

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

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:

"SOLIDARITY DAY IN CHICAGO":

January 30, 1982;

"REHABILITATION HOSPITAL WEEK IN CHICAGO":

February 28 - March 6, 1982;

"ILLINOIS WOMEN'S HISTORY DAYS IN CHICAGO":

March 7 - 13, 1982;

"CHICAGO INSURANCE DAY":

April 30, 1982;

"SALUTE TO HOSPITALIZED VETERANS DAY":

February 14, 1982;

"CHICAGO BEAUTY WEEK":

February 27 - March 6, 1982;

"SHERMAN PARK BRANCH LIBRARY DAY":

February 16, 1982;

"PREVENTION OF MENTAL RETARDATION WEEK":

February 21 - 27, 1982;

"NATIONAL ASSOCIATION OF HEALTH SERVICES EXECUTIVES DAYS":

March 2-6, 1982;

"MERIT MUSIC SCHOOL DAY":

March 3, 1982;

"YEAR OF DISABLED PERSONS IN CHICAGO":

Year of 1982;

"CABDA BICYCLING PROMOTION WEEKEND":

March 6-7, 1982;

"CHILDREN AND HOSPITALS WEEK":

March 22-29, 1982;

"VARIETY WEEK IN CHICAGO":

March 28 - April 3, 1982;

"BETTER SPEECH AND HEARING MONTH IN CHICAGO":

Month of May, 1982;

"SCHOOL SOCIAL WORKERS DAY IN CHICAGO":

March 19, 1982;

"SAVE YOUR VISION MONTH IN CHICAGO":

Month of March, 1982;

"FAST FOR POLAND DAY":

February 24, 1982;

"AMERICAN IRISH HERITAGE MONTH":

Month of March, 1982;

"ARTISTS-IN-RESIDENCE MONTH":

Month of March, 1982;

"WILLIAM H. HANSEN DAY IN CHICAGO":

February 26, 1982;

"CHILDREN'S NUTRITION WEEK IN CHICAGO":

March 1-7, 1982;

"CHICAGO METRO HISTORY FAIR WEEK IN CHICAGO":

May 12-16, 1982;

"I VOLUNTEER MONTH IN THE CITY OF CHICAGO":
Month of April, 1982;

"LIONS CIRCUS PARTY DAYS IN CHICAGO":
March 1-2, 1982;

"AGRICULTURE DAY IN CHICAGO":
March 18, 1982;

"BIELARUSIAN INDEPENDENCE DAY IN CHICAGO":
March 25, 1982.

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

Also communications from Sigmund C. Ziejewski, District Engineer, under dates of February 19th and 22nd announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

November 13, 1981

Approval given to decrease funds to close out Street Cleaning Maintenance for Year 1980;

December 18, 1981

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

Amendatory Ordinance to reduce funds for Maintenance Street Resurfacing-1975;

Amendatory Ordinance to reduce funds for Snow and Ice Control of Improved Streets, County and State Highways;

Funds decreased to close out Maintenance of Pavements of Improved Streets and Highways-1970-Asphalt;

Funds decreased to close out Maintenance of Street Lighting on other than Arterial Streets-1979;

Funds decreased to close out Snow and Ice Control-1980;

Funds decreased to close out Maintenance of Street Lighting on other than Arterial Streets-1977;

December 29, 1981

Amendatory Ordinance to decrease funds for installation of Traffic Signals at N. Clark and W. Elm Streets to close out Project;

Ordinances amended concerning funds for installation or rehabilitation of Traffic Control Signals and to close out Projects as follows:

S. Dearborn St. and W. Adams St.;

S. Franklin St. and W. Adams St.;

S. Franklin St. and W. Madison St.;

S. Franklin St. and W. Monroe St.;

S. Franklin St. and W. Jackson Blvd.;

N. Franklin St. and W. Randolph St.;

S. Franklin St. and W. Van Buren St.;

N. Orleans St. and W. Ontario St.;

Amendatory ordinance to increase funds for engineering and construction of Reverse Flow Bus Lanes in the Central Business District;

January 14, 1982

Authority granted for amendment to Agreement between City and State of Illinois providing for Extension of S. Canal St. Viaduct Limits from Madison St. to Roosevelt Rd.;

January 21, 1982

Ordinance amended authorizing revisions to an Agreement with State of Illinois for rehabilitation of North Damen Avenue Viaduct;

Ordinance amended authorizing revisions of Agreement with State of Illinois for rehabilitation of Randolph Street Viaduct.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of March 1, 1982, which reads as follows:

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

Annual report to Stockholders for the fiscal year ended December 31, 1981, filed with the Securities and Exchange Commission.

Monthly statement to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), of electric utility monthly statement for the month of January, 1982.

Statement for bills issued in March, 1982 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Letter to Stockholders dated January 20, 1982 containing dividend information for preparing 1981 Federal income tax returns.

Monthly power plant report to the Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of January, 1982.

Micro-fiche copy of Commonwealth Edison Company's Plant Ledger as of December 31, 1981.

Commonwealth Edison Company, Form Y53, Year-to-Date controls reporting balances as of December 31, 1981.

Commonwealth Edison Company, Plant Accounting Departmental Instruction No. 1-41: Uniform System of Accounts".

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 February 10, 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 March 2, 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 February 10, 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 March 2, 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:

Report of School Finance Authority.

A report filed in the City Clerk's office from the Chicago School Finance Authority pursuant to Section 606 of the School Finance Authority Act.--*Placed on File.*

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

Also a communication signed by Martin R. Murphy, Commissioner, Department of Planning, City and Community Development under date of February 8, 1982, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on and deferred matters on December 15, 1981, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

Zoning Reclassifications of Particular Areas.

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

American National Bank & Trust Co., U/T No. 54552--to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-G bounded by

a line 263.3 feet south of and parallel to W. Belden Avenue; N. Racine Avenue; a line 407.3 feet south of and parallel to W. Belden Avenue; and a public alley 124.15 feet west of and parallel to N. Racine Avenue;

David A. Beran--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 16-N bounded by

a line 92 feet 10.875 inches south of and parallel to W. 64th Place; the alley next east of and parallel to S. Harlem Avenue; a line 192 feet 10.875 inches south of and parallel to W. 64th Place; and S. Harlem Avenue;

Stephan M. Dorfman--to classify as an R6 General Residence District instead of an R4 General Residence District the area shown on Map No. 11-G bounded by

W. Lakeside Place; N. Clarendon Avenue; W. Leland Avenue; a line 196.71 feet west of and parallel to N. Clarendon Avenue; the alley next north of and parallel to W. Leland Avenue; and a line 124 feet west of and parallel to N. Clarendon Avenue;

General Parking Corp.--to classify as a Commercial-Manufacturing Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by

W. Lake Street; N. Franklin Street; a line 140.0 feet south of and parallel to W. Lake Street; a line 80.82 feet west of and parallel to N. Franklin Street; a line 180.76 feet south of and parallel to W. Lake Street; and a public alley 181.17 feet west of and parallel to N. Franklin Street;

Richards Building Supply Co.--to classify as a C3-5 Commercial-Manufacturing District instead of a B5-1 General Service District the area shown on Map No. 14-K bounded by

W. 55th Street; a line 159.14 feet east of and parallel to S. Keating Avenue; the alley next south of and parallel to W. 55th Street; the alley next east of S. Keating Avenue; a line 239 feet south of and parallel to W. 55th Street; and S. Keating Avenue;

Richards Building Supply Co.--to classify as a C3-5 Commercial-Manufacturing District instead of a B5-1 General Service District the area shown on Map No. 14-K bounded by

a line 100 feet south of and parallel to W. 55th Street; the alley next east of and parallel to S. Cicero Avenue; the alley south of and parallel to W. 55th Street; S. Keating Avenue; a line 259 feet south of and parallel to W. 55th Street; and S. Cicero Avenue;

Urban Works, Inc.--to classify as a C3-5 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of W. Superior Street; N. Sedgwick Street; W. Superior Street; and N. Hudson Avenue.

—
Claims against City of Chicago.

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

Aetna Life and Cas. Co. and Ila Rothchild, Alex Ruth, Allstate Ins. Co. (3) John Cannizzo, Morris Kaplan, Lorie Reed, Arby's Roast Beef Restaurant, Aristocrat Limo Serv., Inc.;

Babcock Lyndon Ross III, Barlow Emmett, Barnes Arthur, Berry Claudine V., Beverly Mills Finest Foods, Inc., Bitterman J., Bojan Karen, Brazier Flossie, Butler Navie, Bulinski Valerie;

Cantore Dominick, Cassidy Rory, Collins Juanita W., Colonial Penn Ins. Co. and Preston Helm, Jr., Comings James, Cordero Bob;

District Furniture and Appliance;

E & D Catering, Electric Service Corps.;

Fairfax Heyward, Finelsen Deborah E., Franco Luis, Franklin Herbert J.;

Gaza Steven, Gerhardt Marcia, Gill John J., Gocal Mrs. Henry, Gonska Helene, Gresham Joseph, Grieco Gerardo A.;

Handy Edna B., Hayes William, H.L.F. Realty Deve, Hollins Joe W., Holub Mike;

Jackson Sammie, Jones Jennie Irene;

Kemp Charles, Kim Vannora, Koeller Ralph T., Jr., Koziol Catherine;

Lee A. Scott, Lerner Dawn, Lindell Charles E., Loose Kenneth, Los Dos Laredos, Inc.;

Maali Zahieh, Maciulis John, Madrid Jose Ramon, Magana Alfonso, Malek George, Mason Ann Kathleen, Morgan Eugene, Munnecke Will G., Myers Ruby;

Neri John Jr., Neubauer Theresa, Nudelman Stuart A.;

Ondof Anthony;

Padilla Jose A., P. C. W. Tap and Liquors, Inc., Petrine Kenneth J., Pickens Robert, J. D. Pierce, Inc., Pomerantz Irving, Pourrahimi Parvaneh, Pruyn Michael F.;

Ralph Jay Stuart, Recovery Services Int'l. and Adele and Ernest Carroll, Redini Kenneth F., Reese Ottis M.;

Sansone Robert, Schreuder Eric M., Security Cas. Co. and H. Haluzak, Seleski Samuel, Siegel Ellis, Sienko Joseph A., Solo Sharon I., Starnes Lavada, Stoklosa Helen, Stunard Corinne S., Suleiman Fakhouri, Swain John;

Tyrell Sam, Tatar Howard J.;

Underwriters Adjusting Co. (2), Benny and Lottie Loda, Victor Nahnias;

Valdes Julio Jr., Valentin Katrina Doherty;

Walker Billy (2), Walker Clarence, Wallace Curtis, Wendell Gary, Wenderski Lois A., Wesolowsky Oleh, Woods James J., F. W. Woolworth Co.;

Yellow Cab. Co., Yoonkee Choi.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of March 1, 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. 2262 N. Greenview Avenue, which was authorized by ordinance passed October 22, 1981, page 7628, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 4663-4669 S. Lake Park Avenue, which was authorized by ordinance passed December 18, 1981, page 8565, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 851 N. Elston Avenue, which was authorized by ordinance passed November 4, 1981, page 7817, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1609 S. Halsted Street, which was authorized by ordinance passed December 18, 1981, page 8564, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 1606-1608 S. Halsted Street, which was authorized by ordinance passed December 18, 1981, page 8564, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1056 West Huron Street, which was authorized by ordinance passed November 4, 1981, page 7818, Council Journal.

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

The following is a summary of said bids:

No. 851 N. Elston Av.

Thomas P. Driscoll, 855 N. Elston Avenue, Chicago, Illinois 60622: Amount bid \$3,010.00, deposit check \$301.00 (Cashier's check);

No. 2262 N. Greenview Av.

Jack Rukin, 2267 N. Clybourn Avenue, Chicago, Illinois 60614: Amount bid \$2,700.00, deposit check \$270.00 (Cashier's check);

Nos. 1606-1608 S. Halsted St.

Miguel Centeno, 1601 S. Halsted Street, Chicago, Illinois 60608: Amount bid \$5,900.00, deposit check \$590.00 (Certified check);

No. 1609 S. Halsted St.

Miguel Centeno, 1601 S. Halsted Street, Chicago, Illinois 60608: Amount bid \$3,000.00, deposit check \$300.00 (Certified check);

No. 1056 W. Huron St.

Vincent J. and Geraldine Pompipio, 1048 W. Huron Street, Chicago, Illinois 60622: Amount bid \$4,650.00, deposit check \$465.00 (Certified check);

Nos. 4663-4669 S. Lake Park Av.

John Bartolomeo, 2715 W. 90th Place, Evergreen Park, Illinois 60642: Amount bid \$15,500.00, deposit check \$1,550.00 (Certified check).

*Approval by Chicago Plan Comm. and Dept. of
Planning, City and Community Development
of Certain Proposals.*

Also copies of resolutions adopted by the Chicago Plan Commission on January 14 and February 11, 1982 and reports of the Department of Planning, City and Community Development approving the following proposals, which were *Placed on File*:

January 14, 1982

DEPARTMENT OF FINANCE:

Improved Property Dispositions

Ref. No. 81-305-02

834 East 75th Street
(Police Station)

81-306-02	3542 West Fullerton Avenue (Fire Station)
81-307-02	3700 West Huron Street (Fire Station)
81-308-02	714 North Kedzie Avenue (Fire Station)
81-309-02	3138 West Lake Street (Fire Station)
81-310-02	5259 South Wood Street (Fire Station)

Vacant Property Dispositions:

Ref. No.	81-311-02	352-56 South Cicero Avenue
	81-312-02	5411 West Harrison Street
	81-313-02	750 South Independence Boulevard
	81-314-02	1543-47 South Keeler Avenue
	81-315-02	112-24 North Oakley Boulevard
	81-316-02	666 West Lake Street
	81-317-02	4316-18 South Lake Park Avenue
	81-318-02	4463 South Lake Park Avenue
	81-319-02	3971 South Langley Avenue
	81-320-02	5565 South LaSalle Street
	81-321-02	4948 South Vincennes Avenue
	81-322-02	2236 West Washington Boulevard
	81-323-02	5344 South Wells Street
	81-324-02	1447 South Trumbull Avenue
	81-326-02	504 West 62nd Street
	81-327-02	1611 South Sawyer Avenue
	81-328-02	4865 South Princeton Avenue

COMMERCIAL DISTRICT DEVELOPMENT COMMISSION:

Ref. No. 81-329-20
Designation of Blighted Commercial Area-
Lawrence/Pulaski.

Ref. No. 81-330-20
Redevelopment Plan for Blighted Commercial Area-
Lawrence/Kedzie.

February 11, 1982

DEPARTMENT OF FINANCE:

Vacant City-Owned Property Dispositions

Ref. No.	82-007-02	2504-16 North Willetts Court (Parking Facility No. 66)
	82-008-02	2851 West Congress Parkway
	82-009-02	919 North Honore Street
	82-010-02	6434 South Kimbark Avenue
	82-011-02	3091 South Lyman Street
	82-012-02	747-59 West 70th Street/ 7001 South Halsted Street
	82-013-02	624-32 West 61st Street
	82-014-02	326 South Spaulding Avenue
	82-015-02	211-19 East 35th Street
	82-019-02	1758 West Cullerton Street
	82-021-02	2136-38 North Winchester Avenue
	82-022-02	2124 West 19th Street
	82-023-02	2219 West 21st Street
	82-024-02	6125-27 South Ellis Avenue
	82-025-02	6116-18 South Greenwood Avenue
	82-026-02	6647 South Kenwood Avenue
	82-027-02	6630-32 South Kimbark Avenue
	82-028-02	6137-39 South Woodlawn Avenue
	82-029-02	1745 North Drake Avenue
	82-030-02	1411 North Kildare Avenue
	82-031-02	2838 North Sacramento Boulevard
	82-032-02	1635 North Sawyer Avenue
	82-034-02	6531 South Yale Avenue

Improved City-Owned Property Disposition

Ref. No.	82-033-02	4835 North Lipps Avenue (Fire Station)
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DEPARTMENT OF PUBLIC WORKS:

Ref. No. 82-002-06
Reconstruction of Ridge Boulevard from West Peterson Avenue to West Howard Street.

DEPARTMENT OF SEWERS:

Ref. No. 82-003-09
Acquisition of property for utilization by the Department of Sewers as a Construction Storage Area located in the vicinity of West 31st Place and South Benson Street.

DEPARTMENT OF URBAN RENEWAL:

Ref. No. 82-004-08
Amendment No. 1 to the Revised Lawndale Conservation Plan.

Ref. No. 82-005-08
Amendment No. 4 to the Central Englewood Urban Renewal Plan.

*Settlements of Suits with Entries of Judgments
against City.*

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on February 10, 1982) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended December, 1981.--*Referred to the Committee on Finance.*

Referred-- PROPOSED ORDINANCES RECOMMENDED BY
BOARD OF LOCAL IMPROVEMENTS FOR *Repeal* OF
CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted five communications from Edwin J. Kowalski, Secretary of the Board of Local Improvements, Department of Streets and Sanitation under date of February 26, 1982, transmitting proposed ordinances to *Repeal* ordinances passed on the dates noted, which were *Referred to the Committee on Local Industries, Streets and Alleys*:

- | | |
|----------|--|
| Ward 12- | Grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 44th Street, S. Troy Street and S. Kedzie Avenue, etc. (passed 6-26-81); |
| Ward 12- | Grading, paving and otherwise improving the roadways of the alleys between W. 41st Street, W. 42nd Street, S. Fairfield Avenue and S. California Avenue, etc. (passed 1-14-82); |
| Ward 14- | Grading, paving and otherwise improving the roadways of the alleys between W. 51st Street, W. 51st Place, S. Hoyne Avenue and Pittsburgh, Cincinnati, Chicago and St. Louis Railroad, etc. (passed 6-26-81); |
| Ward 34- | Grading, paving and otherwise improving the roadways of the alleys between W. Vermont Street, W. 129th Place, S. Morgan Street and the Chicago City Limits. (passed 6-26-81); |
| Ward 34- | Grading, paving and otherwise improving the roadways of the alley between W. 97th Place, W. 98th Street, S. Racine Avenue and S. Throop Street. (passed 6-26-81). |

*Placed on File--*NOTIFICATION AS TO SELECTIONS OF PROXIES TO
AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO
GENERAL OBLIGATION BONDS, SERIES OF MARCH, 1982.

The City Clerk transmitted the following communications, which were *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1982.

NOTICE OF DESIGNATION OF PROXY

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Leonard Marynowski as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all General Obligation Bonds, Series of March, 1982, authorized to be issued in the principal amount of \$125,000,000 by Ordinance adopted by the City Council of the City of Chicago on March 2, 1982, and any other instrument, certificate or document required to be signed by the Mayor pursuant to such Ordinance.

Appended hereto is a written signature of my name as the same will appear on said General Obligation Bonds as executed by said Leonard Marynowski and with the proxy's signature underneath, all as required by statute.

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

Mayor.

[Signatures appended as stated]

—
OFFICE OF THE COMPTROLLER
CITY OF CHICAGO

March 2, 1982.

NOTICE OF DESIGNATION OF PROXY

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 any and all General Obligation Bonds, Series of March, 1982, authorized to be issued in the principal amount of \$125,000,000 by Ordinance adopted by the City Council of the City of Chicago on March 2, 1982, and any other instrument, certificate or document required to be signed by the Comptroller pursuant to such Ordinance.

Appended hereto is a written signature of my name as the same will appear on said General Obligation Bonds 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]

—
Acceptance of Bid Authorized for Purchase of
City-Owned Property at No. 506 N. Rush St.

Alderman Frost moved to *Suspend the Rules Temporarily* for the purpose of bringing up out of the regular order of business a report of the Committee on Finance deferred and published in the Journal of the Proceedings on January 21, 1982, pages 9322-9324, recommending that the City Council pass a proposed ordinance accepting the bid from The American Medical Association for the City-owned property at No. 506 N. Rush Street (Parking Site No. 4). The motion *Prevailed*.

Alderman Frost moved that the said proposed ordinance pass.

Alderman Bloom then presented an amendment to the proposed ordinance which reads as follows:

"The Ordinance is amended to add the following Section 6:

SECTION 6. All net proceeds from the sale of this parcel shall be deposited in a segregated account to be used exclusively for capital improvements to be known as the Capital Improvements Fund - 1982."

Alderman Bloom moved that the foregoing amendment be adopted.

Alderman Barnett moved to *Lay the Amendment on the Table*.

The motion to Lay the Amendment on the Table *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schulter, Stone--35.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Lipinski, Davis, Marcin, Oberman, Merlo, Axelrod, Volini, Orr--13.

Alderman Frost next moved that the said proposed ordinance *Pass*, by a roll call vote.

Upon completion of the Call of the Roll, Alderman Frost moved to *Recess*, for five minutes.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Schulter, Stone--34.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Davis, Marcin, Oberman, Volini, Orr--10.

Thereupon the City Council *Stood in Recess*.

After the recess the Honorable Jane M. Byrne, Mayor, called the City Council to order.

At this point in the proceedings Alderman Oberman raised a Point of Order relating to Rule 20 of the Council's Rules of Order.

The Chair ruled the Point of Order *not well taken*.

Alderman Oberman then appealed the Ruling of the Chair.

The Chair thereupon stated, *"Shall the Ruling of the Chair be sustained?"*

Thereupon the question being put, the ruling of the Chair was *Sustained*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Sherman, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--37.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Stemberk, Lipinski, Davis, Marcin, Oberman, Volini, Orr--12.

Thereafter, upon the completion of the tally of the roll call on the main question, the proposed ordinance was *Passed*, by yeas and nays as follows:

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

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Lipinski, Davis, Marcin, Oberman, Volini, Orr--11.

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

The following is said ordinance as passed.

WHEREAS, The City of Chicago is the owner of property commonly known as No. 506 North 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 00/100ths Dollars (\$8,056,791.00), the City-owned Parking Garage Site No. 4, commonly known as No. 506 North 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 established 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 Quitclaim 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 Quitclaim Deed into escrow upon the deposit 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.

REGULAR ORDER OF BUSINESS RESUMED.

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.

Authority Granted for Issuance of Capital Improvement Program
General Obligation Bonds, Series of March 1, 1982.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the issuance of General Obligation Bonds (Capital Improvement Program) Series of March, 1982 of the City of Chicago.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Streeter, Kellam, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schalter, Volini, Stone--40.

Nays--Aldermen Bloom, Huels, Sheahan, Lipinski, Marcin, Oberman, Orr--7.

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

On motion of Alderman Frost it was ordered noted in the Journal that the said ordinance was passed, reconsidered and signed by the Mayor at 11:30 A.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, In order to implement the long-range Capital Improvement Program, the City has heretofore requested the Public Building Commission of Chicago to acquire the necessary sites and construct thereon buildings and facilities for use by the City in the furnishing of essential governmental, health, safety and welfare services to its citizens, including the providing of fire stations, police facilities, exhibition hall, community recreation facility and regional public libraries; and

WHEREAS, The Public Building Commission has heretofore borrowed money and issued interim notes in order to obtain funds to acquire the necessary sites and to construct the buildings and facilities as requested by the City, which notes were issued in anticipation of long-term capital financing by the Public Building Commission; and

WHEREAS, It is deemed necessary and advisable for the City to issue its General Obligation Bonds in order to provide funds to pay the cost of capital projects, including reimbursing the Public Building Commission for obligations incurred on behalf of the City, and to pay part of the cost of constructing capital improvements designated in the 1982 Capital Budget, including library renovation and street reconstruction and resurfacing; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow the sum of \$125,000,000 to provide the funds for such purposes and in evidence thereof to issue its General Obligation Bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

SECTION 1. A public hearing has heretofore been held on this Ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such Committee, it is deemed advisable and necessary for the government and affairs of the City to borrow the sum of \$125,000,000 to provide funds for capital improvements as follows:

<i>Project</i>	<i>Estimated Cost</i>
Fire Stations	
CF-13 412 N. Kedzie Avenue	\$ 3,279,000
CF-14 2817 N. Pulaski Road	2,681,000
CF-15 4625 N. Milwaukee Avenue	2,814,000
CF-16 4900 W. Chicago Avenue	2,490,000
CF-17 4001 W. West End Avenue	2,398,000
CF-21 259 N. Columbus Drive	1,660,000
Police Facility	
CP-6 727 E. 111th Street	17,785,000
CP-7 5555 W. Grand Avenue	16,161,000
CP-10 7001 S. Chicago Avenue	8,765,000
DH-1 Donnelley Hall 411 E. 23rd Street	12,370,000
NP-2 Navy Pier	4,613,000

Public Library

CPL-4 Hild - 4401 N. Lincoln Avenue
 CPL-6 Beverly - 2121 W. 95th Street

983,000
 1,844,000

Public Building Commission Projects =	\$	77,843,000
1982 Capital Budget Projects	\$	30,000,000
Capitalized interest, bond discount, financing costs and expenses	\$	17,157,000
Total Principal Amount =	\$	125,000,000

In evidence of such borrowing General Obligation Bonds of the City in the aggregate principal amount of \$125,000,000 (the "Bonds") shall be issued. It is hereby found and determined that such borrowing is necessary for the welfare of the government and affairs of the City, is for a proper public purpose and is in the public interest.

SECTION 2. The Bonds shall each be designated "General Obligation Bond, Series of March, 1982," shall be dated March 1, 1982, shall be issued as negotiable coupon Bonds, registrable as to principal only, in the denomination of \$5,000 or any integral multiple thereof, shall be numbered consecutively from one upwards, and shall bear interest from their date until the principal amount is paid or provided for at the rate of 15-1/2% annum or such lesser rate as shall be established pursuant to the sale of the Bonds, such interest to be computed on the basis of a 360-day year, consisting of twelve 30-day months. The Bonds shall become due on January 1 of each of the years and in the amounts as follows (subject to the right of prior redemption hereinafter recited):

<i>Serial Numbers, Both Inclusive</i>	<i>Principal Amount</i>	<i>Year of Maturity</i>
1 to 400	\$ 2,000,000	1984
401 to 800	2,000,000	1985
801 to 1200	2,000,000	1986
1201 to 1600	2,000,000	1987
1601 to 2000	2,000,000	1988
2001 to 2400	2,000,000	1989
2401 to 2800	2,000,000	1990
2801 to 3200	2,000,000	1991
3201 to 3600	2,000,000	1992
3601 to 4000	2,000,000	1993
4001 to 8000	20,000,000	2003
8001 to 2500	85,000,000	2013

Bonds due on January 1 of the years 2003 and 2013 are redeemable prior to maturity at the option of the City, in whole on any date on or after January 1, 1993, or in part on January 1, 1993 or on any interest payment date thereafter, and if less than all of the outstanding Bonds are to be redeemed the Bonds to be called shall be called in the inverse order of their maturity and selected by lot by the Escrow Agent (designated in Section 8 hereof) in any reasonable manner, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

<i>Date of Redemption</i>	<i>Redemption Price</i>
January 1, 1993 through June 30, 1993	103%
July 1, 1993 through December 31, 1993	102-½%
January 1, 1994 through June 30, 1994	102%
July 1, 1994 through December 31, 1994	101-½%
January 1, 1995 through June 30, 1995	101%
July 1, 1995 through December 31, 1995	100-½%
January 1, 1996 and thereafter	100%

Provided that Bonds due on January 1, 2003 shall be subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, to be selected by the Escrow Agent by a lot in any reasonable manner, on January 1 of each of the years and in the principal amounts as shown on the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
1994	\$ 2,000,000	1999	\$ 2,000,000
1995	2,000,000	2000	2,000,000
1996	2,000,000	2001	2,000,000
1997	2,000,000	2002	2,000,000
1998	2,000,000		

and, provided further, that Bonds due on January 1, 2013 shall be subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, to be selected by the Escrow Agent by lot in any reasonable manner, on January 1 of each of the years and in the principal amounts as shown on the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
2004	\$ 8,500,000	2009	\$ 8,500,000
2005	8,500,000	2010	8,500,000
2006	8,500,000	2011	8,500,000
2007	8,500,000	2012	8,500,000
2008	8,500,000		

Notice of any redemption, specifying the numbers of the Bonds and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Bonds which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds. When such Bonds have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Bonds, interest shall cease from and after the date so specified for redemption.

Interest on the Bonds shall be payable semiannually on the first day of January and July in each year, beginning on January 1, 1983, which said interest payments to date of maturity of principal shall be evidenced by proper interest coupons attached to each Bond and maturing on the dates herein provided. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America at such bank or trust company, or banks, or trust companies, as may hereafter be agreed upon between the purchasers of the Bonds and the City.

Each Bond shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual signature of the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed, impressed or printed thereon. Each interest coupon shall be executed by the facsimile signatures of the Mayor and the City Comptroller, which said officials, by the execution of the Bonds, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said

coupons. In the event that any officer of the City whose manual or facsimile signature appears on a Bond or interest coupon shall cease to be such officer before the delivery of such Bond or interest coupon, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in the office until delivery.

SECTION 3. The Bonds shall pass by delivery, unless registered, and any Bond may be registered as to principal only in the name of the owner on the registry books of the City Comptroller, such registration being noted on each bond so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Bond, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 4. Each Bond, interest coupon and form of registration shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION BOND
SERIES OF MARCH, 1982

Number _____

\$5,000

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received promises to pay to bearer, or if this bond be registered as principal then to the registered owner hereof, the sum of Five Thousand Dollars (\$5,000) on the first day of January, _____, together with interest thereon from the date hereof until paid at the rate of _____ per cent (____%) per annum, payable semi-annually on the first days of January and July in each year, beginning on January 1, 1983. Interest due on or prior to maturity is payable only on presentation and surrender of the interest coupons hereto attached as they severally mature.

Both the principal of and interest on this Bond are payable in lawful money of the United States of America at the office of _____, in the City of Chicago, Illinois, or, at the option of the holder, at _____.

For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of said City of Chicago are hereby irrevocably pledged.

This Bond is one of a series of bonds aggregating the principal amount of One Hundred Twenty-five Million Dollars (\$125,000,000) of like date, issued pursuant to the constitutional home rule powers of the City for the purpose of providing funds to pay the cost of capital improvements for the City, and was authorized by an Ordinance adopted by the City Council on _____ 1982.

* * *

(The following paragraph is to be inserted in the Bonds becoming due on January 1, 2003 and on January 1, 2013.)

This Bond is redeemable prior to maturity at the option of the City, in whole on any date on or after January 1, 1993, or in part on January 1, 1993 or on any interest payment date thereafter, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called in the inverse order of their maturity and selected by lot by the Escrow Agent in any reasonable manner, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

<i>Date of Redemption</i>	<i>Redemption Price</i>
January 1, 1993 through June 30, 1993	103%
July 1, 1993 through December 31, 1993	102- $\frac{1}{2}$ %
January 1, 1994 through June 30, 1994	102%
July 1, 1994 through December 31, 1994	101- $\frac{1}{2}$ %
January 1, 1995 through June 30, 1995	101%
July 1, 1995 through December 31, 1995	100- $\frac{1}{2}$ %
January 1, 1996 and thereafter	100%

* * *

(The following paragraph is to be inserted only in the Bonds becoming due on January 1, 2003.)

Provided further, that this bond is subject to redemption prior to maturity, at par and accrued interest to the date fixed for redemption, by lot selected in any reasonable manner by the Escrow Agent who holds the funds for the payment of the principal of and interest on this Bond, such redemption to be on January 1 of the years and in the principal amounts in accordance with the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
1994	\$ 2,000,000	1999	\$ 2,000,000
1995	2,000,000	2000	2,000,000
1996	2,000,000	2001	2,000,000
1997	2,000,000	2002	2,000,000
1998	2,000,000		

* * *

(The following paragraph is to be inserted only in the Bonds becoming due on January 1, 2013.)

Provided further, that this Bond is subject to redemption prior to maturity, at par and accrued interest to the date fixed for redemption, by lot selected in any reasonable manner by the Escrow Agent who holds the funds for the payment of the principal and interest on this Bond, such redemption to be on January 1 of the years and in the principal amounts in accordance with the following redemption schedule:

<i>Year</i>	<i>Amount</i>	<i>Year</i>	<i>Amount</i>
2004	\$ 8,500,000	2009	\$ 8,500,000
2005	8,500,000	2010	8,500,000
2006	8,500,000	2011	8,500,000
2007	8,500,000	2012	8,500,000
2008	8,500,000		

* * *

(The following paragraph is to be inserted in the Bonds becoming due on January 1, 2003, and on January 1, 2013.)

Notice of any redemption, specifying the numbers of the Bonds and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a

newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Bonds which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Bonds. When such Bonds have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Bonds, interest shall cease from and after the date so specified for redemption.

* * *

This Bond may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration, no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond and the series of Bonds of which this Bond is one, do exist, have happened and have been performed in regular and due form and time as required by law; that the total indebtedness of the City, including this Bond and the series of Bonds of which it is a part, does not exceed any constitutional or statutory limitation, and that there has been levied and provision has been made for the collection of a direct annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, impressed or printed hereon, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Bond, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of March 1, 1982.

Attest:

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the first day of _____, 19____ (unless the Bond to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of _____, in the City of Chicago, Illinois or, at the option of the holder, at _____ Dollars (\$ _____) for interest due that day on its General Obligation Bond, Series of March, 1982, dated March 1, 1982, No. _____.

(Facsimile Signature)Mayor
City of Chicago(Facsimile Signature)City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Bonds becoming due on January 1, 2003 and on January 1, 2013.)

(Form of Registration)

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of City Comptroller of the City of Chicago</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 5. Each Bond shall be a direct and general obligation of the City for the payment of which (as to principal, interest and redemption premium, if any) the City pledges its full faith and credit. Each Bond shall be payable (as to principal, interest and redemption premium, if any) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 6 hereof).

SECTION 6. For the purpose of providing the funds required to pay the principal of and interest (at the maximum rate authorized pursuant to Section 2 hereof) on the Bonds promptly as the same become due, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

<i>Year of Levy</i>	<i>A Tax Sufficient To Produce The Sum Of:</i>
1982	\$27,520,834 for interest and principal up to January 1, 1984 (excludes \$10,000,000 capitalized interest)
1983	\$21,065,000 for interest and principal
1984	\$20,755,000 for interest and principal
1985	\$20,445,000 for interest and principal
1986	\$20,135,000 for interest and principal
1987	\$19,825,000 for interest and principal
1988	\$19,515,000 for interest and principal
1989	\$19,205,000 for interest and principal
1990	\$18,895,000 for interest and principal
1991	\$18,585,000 for interest and principal
1992	\$18,275,000 for interest and principal
1993	\$17,965,000 for interest and principal
1994	\$17,655,000 for interest and principal

1995	\$17,345,000 for interest and principal
1996	\$17,035,000 for interest and principal
1997	\$16,725,000 for interest and principal
1998	\$16,415,000 for interest and principal
1999	\$16,105,000 for interest and principal
2000	\$15,795,000 for interest and principal
2001	\$15,485,000 for interest and principal
2002	\$21,675,000 for interest and principal
2003	\$20,357,500 for interest and principal
2004	\$19,040,000 for interest and principal
2005	\$17,722,500 for interest and principal
2006	\$16,405,000 for interest and principal
2007	\$15,087,500 for interest and principal
2008	\$13,770,000 for interest and principal
2009	\$12,452,500 for interest and principal
2010	\$11,135,000 for interest and principal
2011	\$ 9,817,500 for interest and principal

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds, less any abatement thereof pursuant to Section 11 hereof; provided, however, that Pledged Taxes shall not include that portion of the taxes hereinabove levied for 1982, which represents the amount of Bond proceeds advanced pursuant to Section 11 hereof from the capital project account for the purpose of paying the interest becoming due on the Bonds on January 1, 1983, which portion when collected shall be used to replenish such capital project account for such advancement.

SECTION 7. The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 8. There has heretofore been established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Master Escrow for Payment of City of Chicago General Obligation Bonds" (the "Escrow Account"), said Escrow Account to be maintained with Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as escrow agent (the "Escrow Agent"), pursuant to an agreement entitled "Master Escrow Agreement (General Obligation Bond)" (the "Escrow Agreement") between the City and the Escrow Agent, being dated as of April 1, 1981, which said Escrow Agreement is in full force and effect and is continued for all purposes in connection with these Bonds.

SECTION 9. The City Treasurer is hereby ordered and directed to deposit proceeds of the Pledged Taxes and other moneys into the Escrow Account in accordance with the terms of the Escrow Agreement. Moneys so deposited in the Escrow Account shall be invested in accordance with the Escrow Agreement and shall be used solely and only for the purpose of paying principal of and interest on the Bonds and Additional Bonds, and redemption premium, if any, on the Bonds and Additional Bonds (as defined in the Escrow

Agreement), so long as any Bonds or Additional Bonds remain outstanding. The City hereby pledges, as equal and ratable security for the Bonds and Additional Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the holders of the Bonds and Additional Bonds. Holders of the Bonds shall have a claim against the levy therefor and an equal and ratable first and prior lien upon all present and future proceeds of such levy, upon all other moneys required hereunder to be deposited in the Escrow Account, and upon all moneys required to be deposited in the Escrow Account for the purpose of paying principal of and interest on any Additional Bonds, and redemption premium, if any, on the Additional Bonds, but only after such proceeds and moneys are deposited in the Escrow Account and only until the principal of and interest on the Bonds and Additional Bonds, and redemption premium, if any, on the Bonds and Additional Bonds, are paid in full or until such proceeds and moneys are withdrawn or removed from the Escrow Account pursuant to the Escrow Agreement. On each interest payment date, moneys in the Escrow Account shall be transferred in accordance with the Escrow Agreement.

In the event that proceeds of the Pledged Taxes are not available in time to make any payments of principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the Pledged Taxes and when the proceeds of the Pledged Taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 10. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerk of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1982 to and including 2011, to extend the taxes levied pursuant to Section 6 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf. A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with the Escrow Agent.

SECTION 11. The City Comptroller is hereby authorized to sell all or any portion of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, pursuant to a negotiated sale at a price of not less than 96-1/2% of par and on such terms as he may deem to be in the best interests of the City; provided that the interest rate for the Bonds of each maturity shall not exceed the rate specified therefor in Section 2 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the name of the purchaser or purchasers of the Bonds, the terms of the sale, and the interest rate or rates on the Bonds, and thereafter the Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

In the event that the Bonds of any maturity are sold bearing an interest rate less than the rate specified therefor in Section 2 hereof, then the City Comptroller shall include in the notification of sale referred to above further information to indicate the amount of reduction in interest cost to the City resulting from such sale at a lower rate or rates of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement. Such certificates shall refer to the amount of taxes levied pursuant to Section 6 hereof, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Bonds at a lesser rate or rates of interest than the rate specified therefor in Section 2 hereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The proceeds from the sale of the Bonds shall be used as follows:

- a. upon the delivery of the Bonds, the City Treasurer shall withdraw from the sale proceeds the sum of \$10,000,000 (being the capitalized interest) plus an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on the Bonds on January 1, 1983, which amount will be deposited in the Escrow Account;
- b. for payment of the costs of issuance, including the premium for bond insurance, if any;
- c. for reimbursing the Public Building Commission for all obligations incurred on behalf of the City in connection with the projects listed in Section 1 hereof; and
- d. for paying the costs of the capital improvements designated in the 1982 Capital Budget.

Pending the preparation and execution of the definitive Bonds, as herein provided, a temporary Bond, or Bonds, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Bond or Bonds shall be in the same form and tenor as herein provided, except that it may be a single Bond in the principal amount of the Bonds sold to the purchasers, or a number of Bonds aggregating such principal sum, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Bond or Bonds shall be exchanged for the definitive Bonds as soon as may be on the basis of par for par.

SECTION 12. The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 13. The Escrow Agreement, dated as of April 1, 1981, by and between the City and Continental Illinois National Bank and Trust Company of Chicago, as Escrow Agent, and all mutual agreements therein set forth, are in all respects ratified, approved, readopted, confirmed and continued.

SECTION 14. This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Bonds and the Escrow Agreement.

SECTION 15. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance or the Escrow Agreement. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 16. To the extent that any ordinance, resolution, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section,

paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Signature forms omitted for printing purposes.]

**Execution of Agreement Authorized for Revolving Loan Fund
Loan to Pattee Manufacturing Company.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize a Revolving Loan Fund Loan Agreement between the City of Chicago and Pattee Manufacturing Company.

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, By resolution dated January 28, 1982, the Economic Development Commission of the City of Chicago has approved a Revolving Loan Fund Loan for Pattee Manufacturing Company; and

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

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

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

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

SECTION 1. That a Revolving Loan Fund Loan for \$250,000 is hereby approved for Pattee Manufacturing Company.

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

Loan and Security Agreement

This Agreement made on or as of the _____ day of February, 1982, between the City of Chicago, by and through its Economic Development Commission, having its offices located at 20 North Clark Street, Suite 2800, Chicago, Illinois, and Pattee Manufacturing Company, having its offices located at 2332 West Walnut Street, Chicago, Illinois.

WITNESSETH:

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

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

Whereas, by resolution dated January 28, 1982, the EDC approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF Loan") for Pattee Manufacturing Company (hereinafter referred to as the "Company" or "Borrower"); and

Whereas, the EDC has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1972 (42 U.S.C. 3121 *et seq.*) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$250,000 of these RLF funds be made available as a RLF Loan to the Company for the purpose of purchasing machinery and equipment; and

Whereas, in response to said application to the EDC for an RLF Loan, the Company has tendered to the EDC an offer to enter into RLF Loan, No. 7 in the amount of \$250,000.

Now, Therefore, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions of this loan and security agreement (hereinafter referred to as the "Agreement").

Section I. General Definitions and Terms

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof:

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one or more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

(B) "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitations all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined) or by oral agreement or operation of law or otherwise.

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof including without limitation the Economic Development Commission of the City of Chicago) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to "the Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's Business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

(D) "Financials" shall mean those financial statements described in Section IV (4) herein.

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment therefore; and (ii) obligations or liabilities created or arising under any lease of real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, notes, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" (hereinafter defined), of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding stock now or at any time or times hereafter is owned by Borrower and/or one or more subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that all representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement and the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified, altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, Borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provisions of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

Section II. *Loan*

1. The RLF Loan shall be made upon the following terms and conditions;

(a) The principal sum of the loan shall be \$250,000

(b) The term of the loan shall be eight (8) years

(c) The rate of the interest charged on the loan per annum shall be seventy-five percent (75%) of that rate of interest charged by Continental Illinois National Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate"), payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted prospectively as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be _____ 19____.

(e) interest payments only will commence on the _____ day of the month following the execution date of this Agreement, and will be due and payable on said _____ day of each succeeding month thereafter for the five (5) succeeding months. Principal payments together with interest thereon will commence on the _____ day of the seventh (7) month following the execution date of this Agreement, and will be due and payable on said _____ day of each succeeding month thereafter until paid in full.

(f) said loan made by the EDC to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at EDC's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(g) the Company agrees that it will cause any current outstanding loans and/or liens to be subordinated to this RLF loan, if such subordination is necessary to assure that the EDC occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the EDC documents satisfactory to the EDC which evidence the Company's compliance with this provision.

(h) if any Collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property listed in Exhibit A of this Agreement and will not be removed by the Company without the prior written consent of the EDC.

(i) company agrees that Timothy Jager and Mavis his wife, will personally guarantee this loan.

2. All of Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender.

3. Disbursements of the Loan proceeds will occur pursuant to one or more written letters of direction from Borrower to Lender, (and accompanied by an original invoice) directing Lender to disburse the Invoiced amount for and on behalf of Borrower.

Section III. *Collateral: General Terms*

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) goods (other than inventory), equipment, vehicles and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral").

2. Borrower warrants and represents to and covenants with Lender that: (a) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the locations set forth on Exhibit "A," attached hereto and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any of such books and records and/or the Collateral at any other office or location unless Borrower obtains Lender's prior written consent thereto; (b) all books, records and other documents relating directly to the receipt and disbursement of this RLF Loan shall be subject to audit and examination by any duly authorized representative of the EDC or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the EDC; (c) that in occupying these facilities Borrower is not relocating from another labor area; nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); (d) the addresses specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by EDC in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitation, certificates of title to and applications for title to, any of the Collateral.

8. Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. All such policies of insurance shall be in form and with insurers recognized as adequate by prudent business persons and all such policies shall be in such amounts as may be satisfactory to Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an assignment in a form and substance acceptable to Lender, showing benefits payable to Lender as assignee of Borrower. Such assignment or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Further,

Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the EDC as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with EDC that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, as well as the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an Event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

Section IV. Warranties, Representations and Covenants

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state and its incorporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements; (c) the execution, delivery and/or performance by Borrower of this Agreement and the Other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Borrower's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interest and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral; (h) except for trade payables arising in the ordinary course of its business since the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (i) Borrower is not subject to the renegotiation of any government contracts; (j) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (k) Borrower has and is in good standing with respect to all governmental permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties as now owned or leased by it; (l) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or

of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (n) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (o) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (p) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter; (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness, or the Collateral; (f) other than in the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefor the payment of Borrower's liabilities; and (m) permit the Tangible Net Worth, defined as Stockholder's Equity, as measured in the annual financial statements of Borrower to decrease more than _____% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

3. (a) Borrower shall pay promptly when due, all of the charges; and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing. Lender may without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. (c) Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges

provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles applied.

(b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related statement of operations for, such year and a reconciliation of capital for such year, all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III (2)(c) of the Agreement.

(c) In addition, the Company agrees to submit to the EDC quarterly and/or semi-annual financial statements of the Company prepared in accordance with generally accepted principles of accounting consistently applied as requested by EDC.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

Section V. Assurance of Projected Jobs

Borrower will use its best efforts to create or cause to be created approximately 20 full-time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

Borrower will use its best efforts to maintain approximately 50 present full-time, permanent job opportunities, as well as the creation of the 20 new job opportunities.

Borrower shall report in writing to the EDC, as the EDC may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

Section VI. Labor Standards

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section VII. Accessibility to the Handicapped

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

Section VIII. Default

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material

statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agents, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (20) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver, trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefore; (i) except as permitted in Section IV (3) (c) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefore in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

(3) Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) above; (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower, Borrower's Liabilities shall be due and payable, forthwith.

(4) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to Lender therefore seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by EDC's depository.

(5) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement that the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower further agrees that in the event of such action, by Lender, that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Section as Lender deems necessary or proper.

Section IX. *Disclaimer of Relationship*

The Company agrees that nothing contained in this Agreement nor any act of the EDC or of the U.S. Department of Commerce, Economic Development Administration, nor of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the EDC.

Section X. *Time of the Essence*

Time is of the essence under this Agreement.

Section XI. *Notice*

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to EDC:	Economic Development Commission City of Chicago 20 North Clark Street Suite 2800 Chicago, Illinois 60602 Attention: Executive Director
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If to _____:	Attention: _____
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Section XII. *Governing Law*

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

Section XIII. *Severability*

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

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

[Signature forms omitted for printing purposes]

EXHIBIT A

2332 West Walnut Street
Chicago, Illinois 60612; and

2324 West Fulton Street
Chicago, Illinois 60612

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

**Authority Granted for Issuance of \$1,000,000
Industrial Revenue Bond for the Unicut
Corporation Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith to authorize issuance of an Industrial Revenue Bond in the amount of \$1,000,000 for the construction of a project by Unicut Corporation.

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

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

Nays--None.

The following is said ordinance as passed:

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

WHEREAS, The Issuer is further authorized by the Enabling Ordinance to issue industrial revenue bonds payable solely from payments to be derived by the Issuer from the user of such facilities pursuant to a Loan Agreement by and between the Issuer and Unicut Corporation, an Illinois corporation (the "Borrower") dated the date hereof (the "Loan Agreement") and a pledge of said payments and the Enabling Ordinance provides that such bonds shall be entitled to a pledge of such payments; and

WHEREAS, As a result of negotiations between the Issuer and the Borrower contracts have been or will be entered into by the Borrower for the acquisition and installation of the project equipment, as defined and described in the Loan Agreement (the "Project Equipment") and the construction of leasehold improvements, as defined and described in the Loan Agreement (the "Leasehold Improvements"), said Project Equipment and Leasehold Improvements collectively referred to as the ("Project"), within the boundaries of the Issuer, which Project will be of the Character and will accomplish the purposes provided by the Enabling Ordinance, and the Issuer is willing to issue its industrial revenue bond to finance the Project upon terms which will be sufficient to pay the cost of such acquisition and construction as evidenced by the industrial revenue bond, all as set forth in the details and provisions of the Loan Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be \$1,000,000; and

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

WHEREAS, The Issuer proposes to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Unicut Corporation Project)" upon a negotiated basis to The First National Bank in Winnetka, Winnetka, Illinois (the "Bank"); now, therefore,

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

SECTION 1. *Definitions* 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:

"Acquisition and Construction Fund" means the City of Chicago, Illinois Acquisition and Construction Fund (Unicut Corporation Project) created by Section 5 hereof.

"Agreement" means the Loan Agreement dated as of January 1, 1982 by and between the Issuer and the Company, as from time to time amended and supplemented.

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

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

"Bank" means The First National Bank in Winnetka, Winnetka, 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 (Unicut 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.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks in Chicago, Illinois are authorized by law to close.

"Borrower" means Unicut Corporation, a corporation incorporated and existing under the laws of the State of Illinois, and its successors and assigns.

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

The term "Default" means those defaults, exclusive of any period of grace or any required notice, 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.

"Governing Body" means the City Council of the City of Chicago, Illinois.

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

"Ordinance" means this Ordinance.

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

"Project" means the acquisition and installation of the Project Equipment and the construction of the Leasehold Improvements, as each are defined and described in the Agreement.

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

SECTION 3. *Authorization and Prepayment of Bond* That for the purpose of financing the cost of said Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond (Unicut Corporation Project), in the principal sum of \$1,000,000, dated the date of issuance thereof, and payable to the order of the Bank in 28 level consecutive semiannual principal installments of \$35,714.29 each that become due on July 1, 1983 and on each January 1 and July 1 thereafter to and including January 1, 1997, and shall bear interest on the unpaid principal at a rate per annum (based on a year of 360 days, with 30-day months) equal to 65% of the prime interest rate per annum announced from time to time by Continental Illinois National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect as of the first day of each January, April, July and October, payable on April 1, 1982 and on each July 1, October 1, January 1 and April 1 thereafter until said principal amount is fully paid; provided however that from and effective as of the Effective Date of Taxability, as defined in Section 8.2 of the loan Agreement hereof, the Bond shall bear interest at the rate per annum of 1% in excess of the Prime Rate, as determined from time to time. The Bond shall bear interest on any overdue principal and interest at the rate per annum of 1% of the Prime Rate for such period as no Determination of Taxability is effective, and 1% over the Prime Rate for such period as any Determination of Taxability is effective, until paid.

Nothing contained herein shall be deemed to establish or require the payment of a rate of interest in excess of the maximum rate permitted by applicable law. In the event that any rate of interest required to be paid hereunder would exceed the maximum rate permitted by such law, such rate shall automatically be reduced to the maximum rate permitted by such law.

The principal installments of the Bond are subject to prepayment without penalty upon five Business Days' prior written notice given by the Borrower on behalf of the Issuer at any time in whole or in part in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date. Each partial prepayment must be in an amount which is at least equal to \$1,000 or is an integral multiple thereof.

If any payment on the Bond shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day, and such extension of time shall in such case be included in computing interest in connection with such payment.

The Issuer agrees to pay principal and interest on the Bond and all other amounts due hereunder without setoff or counter-claim or any deduction whatsoever.

The principal installments of and interest on the Bond shall be payable to the order of The First National Bank in Winnetka or its assigns in lawful money of the United States of America in immediately available funds at the principal office of The First National Bank in Winnetka at No. 520 Green Bay Road, Winnetka, Illinois 60093. The Bank shall, prior to any transfer by it of the Bond, note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment and interest then being paid and of interest theretofore paid and not yet noted thereon, provided, however, that the failure of the Bank to make such notations shall not affect the validity of the Issuer's obligation to make all required payments of principal of and interest on the Bond. 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 an assignment of and payable solely from the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder (except that the Bond may be paid out of moneys attributable to the Bond proceeds of the income from the temporary investment thereof) and shall be a valid claim of the holder thereof only against (1) the Bond Fund and other moneys held by the Bank in connection with the Agreement and (2) the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder, which revenues and receipts shall be used for no other purpose than to pay the principal installments of and interest on the Bond and other amounts due pursuant to the Agreement and 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 payable solely from the revenues and receipts from the Agreement, including without limitation the proceeds of the security interest granted thereunder.

SECTION 4. *Bond Form* That the Bond and the Payment Record which is Schedule A thereto shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM
REVENUES AND RECEIPTS DERIVED FROM THE
LOAN AGREEMENT HEREIN DEFINED

Industrial Revenue Bond
(Unicut Corporation Project)

\$1,000,000

The City of Chicago, Illinois, a unit of local government and a body politic and corporate organized 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 The First National Bank in Winnetka, Winnetka, Illinois, or its assigns, the principal sum of: One Million Dollars (\$1,000,000) in twenty-eight (28) level consecutive semiannual principal installments of \$35,714.29 each that become due on July 1, 1983 and on each January 1 and July 1 thereafter to and including January 1, 1997, and bearing interest on the unpaid principal installments at the rate (based on a year of 360 days, with 30-day months) equal to 65% of the prime interest rate per annum announced from time to time by Continental Illinois National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect as of the first day of each January, April, July and October, payable on April 1, 1982 and thereafter on each July 1, October 1, January 1 and April 1; provided however that from and effective as of the Effective Date of Taxability, as set forth in the Loan Agreement hereinafter defined, this Bond shall bear interest at a rate of 1% in excess of the Prime Rate, as determined from time to time. This Bond shall bear interest on any overdue principal and interest at the rate per annum of 1% over the Prime Rate for such period as no Determination of Taxability (as defined in the Loan Agreement) is effective, and 1% over the Prime Rate for such period as any Determination of Taxability is effective, until paid. Both principal and interest on this Bond shall be payable in immediately available funds at the principal office of The First National Bank in Winnetka, Winnetka, Illinois (the "Bank"). Each of said installments of principal and interest, as and when made, shall be noted on the payments schedule attached to this Bond.

Nothing contained herein shall be deemed to establish or require the payment of a rate of interest in excess of the maximum rate permitted by applicable law. In the event that any rate of interest required to be paid hereunder would exceed the maximum rate permitted by such law, such rate shall automatically be reduced to the maximum rate permitted by such law.

If any payment on the Bond shall be specified to be made upon a day which is not a Business Day (as hereinafter defined), it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest in connection with such payment. The term "Business Day" as used herein means any day other than a Saturday, Sunday or other day on which banks in Chicago, Illinois are authorized by law to close.

The Issuer agrees to pay principal and interest on this Bond and all other amounts due hereunder without setoff or counter-claim or any deduction whatsoever.

Payments of principal and interest, including prepayments of principal installments, shall, prior to any transfer of the Bond, be noted on the "Payment Record - Schedule A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued, provided, however, that the failure of the holder to make such notations shall not affect the validity of the issuer's obligation to make payments of principal and interest on this Bond.

This Bond is issued in the principal sum of \$1,000,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the City of Chicago, on December 12, 1975, as from time to time amended and supplemented (the "Enabling Ordinance") and to an Ordinance duly adopted by the governing body of the Issuer (the "Ordinance") for the purpose of providing funds to finance the cost of acquiring and installing Project Equipment and constructing Leasehold Improvements as each are defined and described in the Loan Agreement (the "Agreement") dated December 1, 1981 by and between the Issuer and Unicut Corporation, an Illinois corporation (the "Borrower") (such Project Equipment and Leasehold Improvements are also referred to as 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 the Borrower for the costs of acquisition and installation of the Project Equipment and construction of Leasehold Improvements under the terms of the Agreement.

This Bond is secured by a pledge and assignment of revenues and receipts derived by the Issuer pursuant to the Agreement and an assignment of the Issuer's security interest in the Project, as more fully described in the Ordinance, to all of the provisions of which the holder hereof by the acceptance of this Bond assents. Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the holder of this Bond, and the terms on which this Bond is or may be issued.

Upon five Business Days' prior written notice given by the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment, without premium, at any time in whole or in part in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date, as provided in the Ordinance. Each partial prepayment must be in an amount which is equal to at least \$1,000 and is an integral multiple thereof.

All principal installments of this Bond or any portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at that time at the place of payment.

This Bond is issued pursuant to and in full compliance with the Constitution and Laws of the State of Illinois and the Enabling Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by an assignment and payable solely out of the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereunder, and otherwise as provided in the Ordinance and 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 an assignment and payable solely from the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereby. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of and interest on this Bond are to be paid by the 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 (Unicut Corporation Project)," and all revenues and receipts under the Agreement and the security interest created thereby have been duly pledged and assigned to the Bank for that purpose, under the Ordinance to secure payment of such principal installments and interest.

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

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

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required by the 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 _____, 19__.

CITY OF CHICAGO, ILLINOIS

By JANE M. BYRNE,
Mayor

(SEAL)
ATTEST:

WALTER S. KOZUBOWSKI,
City Clerk

Scheduel A

PAYMENT RECORD

[illegible]

SECTION 5. *Custody and Application of Proceeds of Bond: Acquisition and Installation Fund.* 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 and Construction Fund (Unicut Corporation Project)". The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Construction Fund which shall be held in a separate account by the depository. Moneys in the Acquisition and Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 4.2 thereof.

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

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Borrower Representative required by Section 4.3 of the Agreement. Any moneys thereafter remaining in the Acquisition and Construction Fund shall be applied in accordance with Section 4.2 of the Agreement.

SECTION 6. *Payment of Amounts Under The Agreement* It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition and installation of the Project Equipment and construction of leasehold improvements under and 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 the same and to affix thereto the corporate seal of the Issuer.

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

SECTION 7. *Revenues: Bond Fund* 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 an assignment and payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder, 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 (Unicut Corporation Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments 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) any amount remaining in the Acquisition and Construction Fund to the extent provided in Section 4.2 of the Agreement; (c) all prepayments specified in Section 5.3 of the Agreement; (d) all loan payments and other amounts paid by the Borrower pursuant to Sections 5.1 and 5.2 of the Agreement; and (e) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bond.

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

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of and interest on the Bond (or provision for payment thereof as provided in this Ordinance), all other amounts due to the Bank pursuant to this Ordinance, the Agreement, the Assignment and the Bond Purchase Agreement, and the charges and expenses of the Bank, shall be paid to the Borrower upon the expiration or sooner termination of Agreement as provided herein and in Section 10.6 of the Agreement.

SECTION 8. *Assignment and Grant of Security Interest.* As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized and all other amounts due to the Bank from the Issuer pursuant to this Ordinance, the Bond, the Assignment and the Bond Purchase Agreement, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement, including without limitation the proceeds of the security interest granted thereunder (except any payment made pursuant to Section 8.1 of the Agreement relating to indemnification of the Issuer by the Borrower) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof, and as evidence of such assignment and pledge and of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

SECTION 9. *Investments: Arbitrage.* Any moneys held as part of the Acquisition and Construction Fund created pursuant to Section 5 hereof, may be invested or reinvested at the direction of the Authorized Borrower Representative, in accordance with the provisions of Section 4.6 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 Acquisition and Construction Fund, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the 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 fund regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Borrower has made certain certifications and representations to the Issuer in Section 4.7 of the Agreement, which certifications and representations by this reference are incorporated herein and made a part hereof, and the governing body of the Issuer, acting in reliance on such certifications and representations, adopts and ratifies such certifications and representations and hereby covenants with the purchaser and the holders of the Bond that so long as any principal installment of or any interest on the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which would cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations proposed 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, or may from time to time hereafter be amended, supplemented or revised.

SECTION 10. *General Covenants.* The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of and interest 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 an assignment and payable solely out of the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereunder, 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 this Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto. The Issuer represents and warrants that it is duly authorized under the Constitution and laws of the State of Illinois and its Enabling Ordinance, to issue the Bond authorized hereby, and to pledge and assign the revenues, receipts and security interest hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken; and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

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

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

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

SECTION 11. *Events of Default and Remedies.* If any of the following events occur, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any court order or any order, rule or regulation of any governmental body, it is hereby defined as and declared to be and to constitute an "event of default":

- (a) Default in the payment of any interest on the Bond or of any principal installment of the Bond for a period of ten days after the date on which the payment was due (whether at stated maturity, by reason of acceleration or otherwise).
- (b) Any event of default under Section 9.1 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 entire remaining principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 9.2 of the Agreement.

While any principal installments of the Bond or interest on the Bond are unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 9.2 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 installments 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 this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or to the holder of the Bond 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 IX 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 holders of the Bond) and all moneys in the Acquisition and Construction Fund at the time of the occurrence of an event of default shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments and interest then due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within fifteen business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice, if any, 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 installments and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank and the Issuer have been paid and all other amounts due to the Bank pursuant to the Agreement, the Assignment, the Bond Purchase Agreement and this Ordinance 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 this Section, 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.

SECTION 12. *Sale of The Bond; Execution of Documents.* (a) The sale of the Bond hereby authorized to The First Bank in Winnetka at a price of \$1,000,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement and such Bond Purchase Agreement itself, in substantially the form which has been presented to the Issuer and which is now on file in the official records of the Issuer, are hereby approved by the governing body of the Issuer and are 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 and directed to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement and the Assignment, each 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, are each hereby approved by such governing body and in all respects authorized, approved and confirmed.

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

SECTION 13. *Performance Provisions.* 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 this Ordinance, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this 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 this Ordinance, the Bond, the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

SECTION 14. *Notices.* 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 N. LaSalle Street, Chicago, Illinois 60602 with a copy to City Comptroller, City Hall, Room 501, or to such other address as the Issuer may from time to time file with the Bank and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed to the Company by registered or certified mail, postage prepaid, return receipt requested, addressed to Unicut Corporation, 1770 West Berteau Avenue, Chicago, Illinois 60613; Attention: Gerhard G. Kolb, President, or to such other address as the Company may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at 520 Green Bay Road, Winnetka, Illinois 60093, Attention: Craig E. Arneson, or to such other address as the Bank may from time to time file with the Issuer and the Company.

SECTION 15. *Ordinance a Contract; Provisions for Modifications, Alterations and Amendments.* The provisions of this Ordinance shall constitute a contract between the Issuer and the holder or holders of the Bond hereby authorized; and after the issuance of the Bond no modification, alteration, amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the prior written consent of the holder or holders of the Bond until such time as all principal installments of and interest on the Bond shall have been paid in full.

SECTION 16. *Satisfaction and Discharge.* All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Bond Purchase Agreement and this 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;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Assignment, the Bond, the Bond Purchase Agreement and in this Ordinance; and
- (c) all principal installments of and interest on the Bond have been paid.

SECTION 17. *Severability.* 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.

SECTION 18. *Captions.* 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 19. *Provisions in Conflict Repealed.* All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be in full force and effect from and after its passage.

[Bond Purchase Agreement, Assignment and Agreement, Loan Agreement and Guaranty Agreement are omitted for printing purposes]

**Authority Granted for Issuance of \$900,000 Industrial Development Revenue
Bond, Series 1982 for Zenith Controls, Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith to authorize issuance of an Industrial Development Revenue Bond, Series 1982 in the amount of \$900,000 for the construction of a project by Zenith Controls, Inc.

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

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

Nays--None.

The following is said ordinance as passed:

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

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

WHEREAS, The Issuer proposes to issue and sell its \$900,000 aggregate principal amount Industrial Development Revenue Bonds, Series 1982 (Zenith Controls, Inc. Project) (the "Series 1982 Bonds"), in order to finance a portion of the cost of the acquisition, construction and equipping of a facility designed for the manufacture of electrical control equipment and related activities (the "Project"), and said Series 1982 Bonds will be issued under, secured by and contain such terms and provisions as are set forth in this ordinance (the "Bond Ordinance"); and all of the proceeds derived from the sale of the Series 1982 Bonds are to be deposited with American National Bank and Trust Company of Chicago, Chicago, Illinois, as fiscal agent for the Issuer (the "Fiscal Agent"), pursuant to a certain Fiscal Agent Agreement, dated as of January 1, 1982, by and between the Fiscal Agent and the Issuer (the "Fiscal Agent Agreement"), and disbursed (i) for the payment of certain of the costs incurred in connection with the acquisition, construction and equipping of the Project, and (ii) for such other purposes as are set forth herein; and

WHEREAS, The Borrower has represented that the cost of the Project will not be substantially less than \$900,000, and in order to finance a portion of said cost it is necessary and advisable that provision be made for the issuance, sale and delivery of the Series 1982 Bonds in the principal amount of \$900,000, all as authorized and permitted by the Enabling Ordinance; and

WHEREAS, As a result of negotiations between the Issuer and Zenith Controls, Inc., an Illinois corporation (the "Borrower"), wherein the Borrower has represented that contracts have been or will be entered into by the Borrower for the acquisition, construction and equipping of the Project, which Project is to be owned by the Borrower and located wholly within the corporate boundaries of the Issuer, it is proposed that the Issuer enter into a certain Loan Agreement, as hereinafter defined, with the Borrower pursuant to which the Issuer will lend to the Borrower all of the proceeds derived from the sale of the Series 1982 Bonds, constituting a sum represented by the Borrower to be sufficient, together with other moneys of the Borrower, to accomplish the purposes of the Enabling Ordinance, to wit: To create a favorable climate for new and improved job opportunities for residents of the City of Chicago by encouraging the development of business, industry and commerce within the City of Chicago; and

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

WHEREAS, The Issuer proposes to sell the Series 1982 Bonds upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Bond Purchaser"); and

WHEREAS, The Borrower has caused to be prepared for the Issuer, and the Issuer has caused to be presented to this meeting, forms of the following instruments which the Issuer now proposes to enter into:

1. The Mortgage and Loan Agreement, dated as of January 1, 1982 (the "Loan Agreement"), by and between the Issuer, as lender, and the Borrower, as borrower;
2. The Pledge and Assignment, dated as of January 1, 1982 (the "Assignment"), from the Issuer, as assignor, to the Bond Purchaser (and all who may at any time own any Bonds of the Issuer issued hereunder or pursuant hereto), as assignee;
3. The Fiscal Agent Agreement, dated as of January 1, 1982 (the "Fiscal Agent Agreement"), by and between the Issuer, as principal, and the Fiscal Agent, as agent for the Issuer; and

4. The Bond Purchase Agreement (the "Bond Purchase Agreement"), by and among the Borrower, the Issuer and the Bond Purchaser; and

WHEREAS, It appears that the instruments above referred to which are now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the Issuer for purposes intended; now, therefore,

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

SECTION 1. *Definitions.* All defined terms used in this Bond Ordinance shall have the meanings specified in Article I of the Loan Agreement (except as herein otherwise expressly provided, or unless the context clearly requires otherwise).

SECTION 2. *Authority to Acquire, Construct and Equip the Project.* Based upon representations made by the Borrower to the Issuer, the Issuer hereby determines that the cost of the Project will not be substantially less than \$900,000; that the location of the Project within the corporate boundaries of the Issuer will promote the purposes of the Enabling Ordinance; that the financing of the acquisition, construction and equipping of the Project by the Issuer through a loan of the proceeds derived from a sale of the Series 1982 Bonds to the Borrower is in the public interest and in furtherance of the purposes of the Enabling Ordinance; and that such financing is authorized by the Enabling Ordinance and this Bond Ordinance. It is hereby found and declared that the financing of the cost of the Project, and the use of the Project by the Borrower as hereinafter provided, is necessary to accomplish the purposes of the Enabling Ordinance.

SECTION 3. *Approval and Authorization of the Series 1982 Bonds, and Security for the Bonds.* For the purpose of providing funds to finance a portion of the Cost of the Project, there shall be issued, and is hereby authorized and directed to be issued, the Issuer's "Industrial Development Revenue Bonds, Series 1982 (Zenith Controls, Inc. Project)," in an aggregate principal amount not to exceed \$900,000.

The principal of, Premium, if any, and Interest on the Series 1982 Bonds shall be secured by and shall be paid solely from the revenues and receipts derived from the Instruments (but excluding moneys derived by the Issuer from the Instruments pursuant to its Unassigned Rights), and not from any other fund or source. The Series 1982 Bonds shall be issued in compliance with, and under authority of, the provisions of the Enabling Ordinance and this Bond Ordinance. The Issuer hereby pledges the revenues and receipts derived by it from the Instruments (but excluding amounts derived by it pursuant to its Unassigned Rights) to the payment of the principal of, Redemption Premium, if any, and Interest on the Bonds.

The Bonds shall be limited obligations of the Issuer payable solely out of the revenues derived from the Project. No holder of any Bonds issued under this ordinance has the right to compel any exercise of taxing powers of the Issuer, the State of Illinois or any political subdivision thereof nor shall the Series 1982 Bonds ever constitute an indebtedness or a loan of credit thereof within the meaning of any constitutional or statutory provision, and neither the Issuer, the State of Illinois nor any other political subdivision thereof shall be liable thereon, and the Bonds shall neither constitute nor give rise to a pecuniary liability or a charge against the credit or taxing powers of the Issuer, the State of Illinois or any other political subdivision thereof nor shall the Bonds be construed to create any moral obligation on the part of the Issuer, the State of Illinois or any other political subdivision thereof. Neither the officers, officials, employees or agents of the Issuer nor any person executing the Bonds shall be personally liable thereon by reason of the issuance thereof. Such limitation shall be plainly stated on the face of each Series 1982 Bond together with a recital that such Series 1982 Bond has been issued under the provisions of the Enabling Ordinance.

Any payments on the Series 1982 Bonds made to any owner thereof, or to any duly authorized representative of said owner, by the Borrower or the Issuer, or for the account of the Borrower or the Issuer, shall, for all purposes and in every respect, be deemed a payment of the Series 1982 Bonds, and such payments shall be applied in accordance with the provisions of this Bond Ordinance.

Nothing in the Instruments shall be construed so as to create an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds derived from the sale of the Series 1982 Bonds, (ii) certain of the revenues and receipts to be received by the Issuer, or by any Person on the Issuer's behalf, from or pursuant to the Instruments, as provided herein, (iii) any proceeds accruing to the Issuer or to any Person on the Issuer's behalf, from insurance on the Project, (iv) any moneys accruing to the Issuer, or to any Person on the Issuer's behalf, on account of any taking or condemnation of title to (or sale by the Borrower under threat of condemnation of) the whole or any part of the Project, and (v) any moneys arising out of the investment or reinvestment of said proceeds, income, rents, revenues, receipts or other moneys.

It is hereby found, determined and declared by the Issuer that the aggregate amount payable in each year under the Loan Agreement is the amount necessary in such year to pay the principal of, Premium, if any, and Interest on the Series 1982 Bonds; and that the loan repayments and other monetary obligations undertaken by the Borrower in the Loan Agreement and evidenced by the Series 1982 Note are sufficient to satisfy the monetary obligations required by the Enabling Ordinance to be undertaken by the user of an economic development project within the meaning of the Enabling Ordinance.

SECTION 4. *Description and Details of the Series 1982 Bonds.*

The Series 1982 Bonds shall be initially issued as one Bond in fully registered form without coupons; shall be registered as to principal and interest in the name of the Bond Purchaser, shall be numbered R-1, and shall be in the denomination of \$900,000. The Series 1982 Bond shall be dated the date of its issuance and delivery, and shall bear Interest on the unpaid principal balance thereof from said date at the rate of 10 percent (10%) per annum until December 31, 1986. From January 1, 1987 until December 31, 1991, the unpaid principal balance of the Series 1982 Bond shall bear interest at the fixed rate per annum equal to 65% of the Prime Rate, as such Prime Rate shall be announced on January 1, 1987. From January 1, 1992 until January 1, 1997, the unpaid principal balance of the Series 1982 Bond shall bear interest at the fixed rate per annum equal to 65% of the Prime Rate, as such Prime Rate shall be announced on January 1, 1992. Interest on the Series 1982 Bonds shall be computed on the basis of a 360-day year consisting of twelve, 30 day months.

The principal of and interest on the Series 1982 Bonds shall be payable commencing April 1, 1982 and on each July 1, October 1, January 1 and April 1 thereafter until January 1, 1997, or until the principal thereof shall have been paid in full. The principal of the Series 1982 Bond delivered to the Bond Purchaser shall be paid in the amounts shown in the Schedule of Principal Payments attached hereto as Exhibit A until fully paid or until prepaid in accordance with the provisions hereof; said dates and amounts shall also be endorsed on the Schedule of Principal Payments attached to said Series 1982 Bond. Upon payment or prepayment of the principal of the Series 1982 Bonds, the Owner thereof shall note such payment on the Schedule of Payments attached thereto and made part thereof.

The principal of the Series 1982 Bonds, and any Redemption Premium and Interest thereon, shall be payable in lawful money of the United States of America to the owner thereof and as directed thereby.

No bond shall be sold, transferred or assigned, in whole or in part, except to an "Institutional Investor," as such term is hereinafter defined, and then only for the investment account of such "Institutional Investor," as hereinafter defined. The costs and charges of any transfer shall be paid by the purchaser, transferee or assignee thereof. The term "Institutional Investor" as used herein means a bank, savings and loan association, insurance company or other financial institution which has a combined capital, surplus and undivided profits of at least \$20,000,000. In the event that any Bond is sold, transferred or assigned, the purchaser, transferee or assignee thereof must notify the Issuer and the Borrower of the new address for the payment thereof; absent such notification, such sale, transfer or assignment shall be ineffective as against the Issuer and the Borrower. Each Bond shall bear on the face thereof the legend: "No sale, assignment or transfer hereof shall be effective until notice thereof shall have been given to the Issuer and Borrower in the manner required for the giving of notice under Section 8.1 of the Loan Agreement. This Series 1982 Bond shall not

be sold, transferred or assigned except to an "Institutional Investor," as such term is defined in the Bond Ordinance, and then only for the investment account of such "Institutional Investor."

Subject to the provisions of this Section 4 with respect to the sale, transfer or assignment of Bonds, fully registered Bonds, without coupons may be exchanged at the principal office of the Bond Purchaser for a like aggregate principal amount of fully registered Bonds without coupons in denominations of \$5,000 or integral multiples thereof. Any owner of the Bonds may, at its option, present the Bonds to the Issuer and request that the Issuer execute and deliver two or more replacement Bonds in fully registered form of like date, series, maturity and aggregate principal amount as the tendered Bond. Upon the written request of such Owner and upon payment thereby of any charges in connection with such exchanges, the Issuer shall execute and deliver such replacement Bonds to the Owner thereof or to such other person or persons as the Owner shall designate. The execution and delivery by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due authorization of such denomination. All replacement bonds issued hereunder shall be accompanied by a Schedule of Principal Payments attached thereto which shall be endorsed to show the due dates and amounts of unpaid principal applicable thereto.

The Issuer may charge any Bond Purchaser or the Owner of any Bond requesting such exchange, all reasonable costs of the Issuer in connection with the execution and delivery of the replacement Bond and shall require the payment of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Any Bond surrendered for the purpose of such exchange or transfer pursuant to this Section 4 or for replacement pursuant to Section 7 hereof shall be cancelled upon surrender thereof to the Issuer and returned to the Borrower.

SECTION 5. *Redemption of the Series 1982 Bonds.*

The Series 1982 Bonds are subject to redemption by the Issuer, but only from the moneys received as payments under the Loan Agreement and not from any other fund or account of the Issuer, upon the direction of the Borrower prior to maturity on any date in whole or in part in the event the Borrower shall exercise its option to prepay the Series 1982 Note in accordance with the provisions of Section 7.1 of the Loan Agreement. If called for redemption in such event, the Series 1982 Bonds shall be subject to redemption at a redemption price of 100% of the outstanding principal amount thereof plus accrued interest to the redemption date and without premium.

The Series 1982 Bonds are also subject to redemption by the Issuer prior to maturity on any date in whole and not in part in the event the Borrower elects to prepay the Series 1982 Note upon the occurrence of a Determination of Taxability (as defined in Section 7.2 of the Loan Agreement). If called for redemption in such event, the Series 1982 Bonds shall be subject to redemption at a redemption price of 100% of the outstanding principal amount thereof plus accrued interest to the redemption date, without penalty.

Upon the occurrence of a Determination of Taxability (as defined in Section 7.2 of the Loan Agreement) and in the event the Borrower elects not to direct the Issuer to redeem the Bonds pursuant to the foregoing provisions of this Section 5, the Issuer, upon written direction from the Borrower, shall continue payments on the Bonds, with interest calculated thereon at a fluctuating rate of interest per annum equal at all times to the Prime Rate plus one hundred basis points.

Notice having been given in the manner provided in Section 6 hereof, the Series 1982 Bonds or the principal portions thereof so called for redemption pursuant to this Section shall become due and payable on the dates so designated, at the price and upon presentation and surrender thereof at the office specified in such notice. The Series 1982 Bonds shall continue to bear interest until paid.

All Bonds which have been redeemed shall be cancelled by the Issuer and delivered to the Borrower.

SECTION 6. *Notice of Redemption.*

Notice of the redemption shall be given in the name of the Issuer by the Borrower to the Owners of the Bonds in the manner required for the giving of notice under the Loan Agreement, as specified in Section 8.1 thereof. Each such notice shall be mailed at least thirty (30) days and not more than ninety (90) days prior to the date fixed for redemption, and shall specify the date fixed for redemption and the series and numbers of the Bonds to be redeemed, unless the giving of such notice is waived in writing by the Owners of all of the Bonds to be redeemed. Such notice shall further state that payment will be made upon presentation and surrender of the Bonds to be prepaid. Notice of any prepayment as herein provided shall be given only after written notification thereof from the Borrower to the Issuer has been given. Failure to give such notice by mailing, or any defect, therein, to the Owner of any Bond designated for prepayment shall not affect the validity of the proceedings for the prepayment of any other Bond.

SECTION 7. *Mutilated, Lost, Stolen or Destroyed Bonds.*

In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer, at the written direction of the Borrower upon compliance with the provisions of this Section 7 by the Owner of such mutilated, lost, stolen or destroyed Bond, shall execute and deliver a replacement Bond of like date, series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, to whom proof of ownership of such mutilated Bond shall also be made; provided further, that in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Borrower evidence of such loss, theft or destruction satisfactory to the Borrower, to whom proof of ownership of such lost, stolen or destroyed Bond shall also be made; provided further, that in the case of any mutilated, lost, stolen or destroyed Bond, the Issuer and the Borrower shall be provided with indemnity reasonably satisfactory to the Issuer and the Borrower. In the event that any such Bond shall have matured, instead of issuing a replacement Bond the Issuer may pay the same or cause the same to be paid without surrender thereof. The Issuer may charge the Owner of such Bond with the Issuer's reasonable fees and expenses in connection therewith. All Bonds issued in replacement of any mutilated, lost, stolen or destroyed Bond pursuant to the provisions of this Section 7 shall bear an endorsement in substantially the following form: "This Bond has been reissued to replace a mutilated, lost, stolen or destroyed Bond numbered _____ and dated _____, 19____."

SECTION 8. *Persons Treated as Owners.*

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, and interest on any such Bond shall be made only to or upon the order of the Owner thereof, or his duly authorized legal representative, and neither the Issuer nor the Borrower shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums or sums so paid.

Subject to the restrictions on transfer provided in Section 4 hereof, title to each Bond is transferable by the Owner thereof or by his attorney duly authorized in writing. Transferees shall be entitled at their request and cost to the issuance of new Bonds. Upon surrender for transfer of any Bond, the Issuer, at written direction of the Owner thereof shall execute and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds without coupons in like aggregate amount. Transfer of title to any Bond shall be effective only upon the giving of the notice required by Section 6 hereof.

SECTION 9. *Method of Execution of Series 1982 Bonds.*

The Series 1982 Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor and attested to by the manual signature of its City Clerk, and the corporate seal of the Issuer shall be impressed or reproduced thereon. All such facsimile signatures shall have the same force and effect as if said officers had manually signed the Bonds and interest coupons appertaining to the coupon Bonds. The reproduction of the corporate seal of the Issuer on the Bonds shall have the same force and effect as if the corporate seal of the Issuer had been impressed on the Bonds.

In case any officer whose signature facsimile thereof shall appear on any Bonds or coupons appertaining to the coupon Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

SECTION 10. *Form of the Series 1982 Bonds.*

The Series 1982 Bonds and the form of assignment attached thereto shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO

Industrial Development Revenue Bond, Series 1982
(Zenith Controls, Inc. Project)

Number R- _____

\$ _____

Know All Men by These Presents that the City of Chicago, a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay, but only from the sources and as hereinafter provided, to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Bond Purchaser"), or registered assigns, the principal sum of Nine Hundred Thousand Dollars (\$900,000); said principal sum shall bear interest at the rate of ten percent (10%) per annum from the date hereof until December 31, 1986, or until the principal hereof shall be fully paid, if earlier. From January 1, 1987 until December 31, 1991, or until the principal hereof shall be fully paid, if earlier, the principal balance hereof shall bear interest at the fixed rate per annum equal to 65% of the announced rate per annum charged by the Bond Purchaser for short term unsecured loans made to its largest and most creditworthy commercial customers (the "Prime Rate") as such Prime Rate shall be announced on January 1, 1987. From January 1, 1992 until January 1, 1997, or until the principal hereof shall be fully paid, if earlier, the principal balance hereof shall bear interest at the fixed rate per annum equal to 65% of the Prime Rate as such Prime Rate shall be announced on January 1, 1992. Interest hereon shall be computed on the basis of a 360 day year consisting of twelve, 30 day months. Principal hereof and interest hereon are payable on April 1, 1982 and on each July 1, October 1, January 1 and April 1 thereafter until January 1, 1997 or until the principal sum hereof is paid, subject, however, to reduction in the manner set forth herein and in the hereinafter described Bond Ordinance and to be endorsed on the Schedule of Payments attached hereto in the event of the partial redemption of this Series 1982 Bond. Principal hereof shall be payable on the dates and in the amounts shown on the Schedule of Principal Payments attached hereto until fully paid or until prepaid in accordance with the provisions hereof. Principal of, premium, if any, and interest on this Series 1982 Bond is payable in lawful money of the United States of America at the address of the registered owner hereof provided to the Issuer and the Borrower, as hereinafter defined. Payment of the principal of this Series 1982 Bond and interest hereon shall be made to the registered owner hereof in immediately available funds by 10 A.M. on the due date. Subject to the provisions of the Bond Ordinance relating to lost, stolen or mutilated Bonds, the final installment of principal and interest on this Series 1982 Bond shall be paid only upon presentation of this Series 1982 Bond to the Issuer or to the Borrower.

The issuance of this Series 1982 Bond has been duly authorized by the Issuer, and this Series 1982 Bond constitutes the entire issue known as the "Industrial Development Revenue Bond, Series 1982 (Zenith Controls, Inc. Project)," of the Issuer in the aggregate principal amount of Nine Hundred Thousand Dollars (\$900,000), authorized for the purpose of financing the acquisition, construction and equipping of a facility designed for the manufacture of electrical control equipment and related activities within the corporate limits of the Issuer (the "Project"), and paying necessary expenses incidental thereto, so as to fulfill the

purposes of the Enabling Ordinance, as hereafter defined, to wit: to create a favorable climate for new and improved job opportunities for residents of the City of Chicago by encouraging the development of business, industry and commerce within the City of Chicago. This Series 1982 Bond has been issued under the Bond Ordinance, as hereinafter defined, and along with the other bonds which may subsequently be issued under the provisions of the Bond Ordinance, as hereinafter defined, and along with the other bonds which may subsequently be issued under the provisions of the Bond Ordinance, as hereinafter defined, and any ordinance amendatory thereof or supplemental thereto (this Series 1982 Bond and such subsequent bonds being hereinafter collectively referred to as the "Bonds"), are equally and ratably secured as to principal, premium, if any, and interest pursuant to an ordinance duly adopted by the Issuer on _____, 1982 (the "Bond Ordinance"), and are additionally secured by, among other things, a certain Mortgage and Loan Agreement (the "Loan Agreement"), dated as of January 1, 1982, by and between the Issuer, as lender, and Zenith Controls, Inc., an Illinois corporation, as borrower (the "Borrower"), a promissory Second Mortgage Note, Series 1982, (the "Series 1982 Note"), dated _____, 1982, from the Borrower to the Issuer and a certain Pledge and Assignment (the "Pledge and Assignment"), dated as of January 1, 1982 from the Issuer, as assignor, to the Bond Purchaser, as assignee. Reference is hereby made to the Bond Ordinance, the Loan Agreement, the Series 1982 Note and the Assignment for a description of the Project, the nature and extent of the security for the Bonds, a statement of the terms and conditions upon which the Bonds are issued and secured, the rights of the owners hereof and thereof, and the other matters set forth therein.

A loan of the proceeds of this Series 1982 Bond has been made, pursuant to the Loan Agreement, to the Borrower for the purpose of financing the Project. Pursuant to the Loan Agreement the Borrower has duly authorized, executed and delivered to the Issuer and the Issuer has assigned to the Purchaser the Borrower's Series 1982 Note in the amount of \$900,000. The terms of the Series 1982 Note are identical to the Series 1982 Bonds with respect to principal amount, interest rate and the times and amounts of principal and interest payments. Pursuant to the Loan Agreement, the borrower must pay to the Purchaser, as the assignee and for the account of the Issuer, such amounts as will always be sufficient in the aggregate to pay the principal of, premium, if any, and interest on the Bonds as the same mature and become due; and under the Loan Agreement, it is the obligation of the Borrower to operate and maintain the Project in good repair, to keep it properly insured, and to pay all taxes, assessments, depreciation charges and other charges levied or assessed against or with respect to the Project.

This Series 1982 Bond is issued under and in full compliance with the Constitution and laws of the State of Illinois including particularly Article VII, Section 6 of the 1970 Illinois Constitution and Section 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance").

No sale, assignment or transfer hereof shall be effective until notice thereof shall have been given to the Issuer and the Borrower in the manner required for the giving of notice under Section 8.1 of the Loan Agreement. This Series 1982 Bond shall not be sold, transferred or assigned except to an "Institutional Investor," as such term is defined in the Bond Ordinance, and then only for the investment account of such Institutional Investor.

Subject to the preceding paragraph, this Series 1982 Bond may be sold, transferred or assigned by the owner hereof in person, or by his attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance. Upon such sale, transfer or assignment, the purchaser, transferee or assignee hereof shall be entitled, at such purchaser's, transferee's or assignee's expense, to the issuance of a new Bond.

This Series 1982 Bond is subject to redemption by the Issuer upon the direction of the Borrower prior to maturity on any date in whole or in part in the event the Borrower shall exercise its option to prepay the Series 1982 Note in accordance with the provisions of Section 7.1 of the Loan Agreement. If called for redemption in such event, this Series 1982 Bond shall be subject to redemption at a redemption price of 100% of the outstanding principal amount hereof plus accrued interest to the redemption date and without premium.

This Series 1982 Bond is also subject to redemption by the Issuer prior to maturity on any date in whole and not in part in the event the Borrower elects to prepay the Series 1982 Note upon the occurrence of a Determination of Taxability (as defined in Section 7.2 of the Loan Agreement). If called for redemption in such event, this Series 1982 Bond shall be subject to redemption at a redemption price of 100% of the outstanding principal amount hereof plus accrued interest to the redemption date, without penalty.

Notice of the redemption of this Series 1982 Bond in the event the Borrower shall exercise its option to prepay the Series 1982 Note pursuant to Section 7.1 of the Loan Agreement shall be given by the Borrower to the Issuer and the Bond Purchaser. Notice of the redemption of this Series 1982 Bond in the event the Borrower elects to prepay the Series 1982 Note upon the occurrence of a Determination of Taxability (as defined in Section 7.2 of the Loan Agreement) pursuant to Section 7.2 of the Loan Agreement shall be given in the name of the Issuer by Borrower to the Bond Purchaser. Each notice of redemption shall specify the date fixed for redemption, which date shall be the same date as the date specified for the prepayment of the Series 1982 Note, in accordance with the provisions of Section 7.3 of the Loan Agreement, and shall be given in the manner set forth in Section 8.1 of the Loan Agreement.

Upon the occurrence of a Determination of Taxability (as defined in Section 7.2 of the Loan Agreement) and in the event the Borrower elects not to direct the Issuer to redeem this Series 1982 Bond pursuant to the provisions of Section 5 of the Bond Ordinance, the interest shall be calculated hereon at a fluctuating rate of interest per annum equal at all times to the Prime Rate plus one hundred basis points.

The Issuer may deem and treat the party in whose name this Series 1982 Bond is registered as the absolute Owner hereof for the purpose of receiving payments of, or on account of, the principal hereof, premium, if any, and interest due hereon, and for all other purposes, and neither the Issuer nor the Borrower shall be affected by any notice to the contrary, except as provided in the Bond Ordinance.

This Series 1982 Bond may be exchanged by the Issuer, at the request of the registered owner hereof, for two or more fully registered Bonds of like date, series, maturity and aggregate principal amount hereof, all as prescribed in the Bond Ordinance.

This Series 1982 Bond has been issued in fully registered form without coupons in the denomination of \$900,000, and constitutes all of the series of the Issuer's bonds known as the "Industrial Development Revenue Bonds, Series 1982 (Zenith Controls, Inc. Project)."

Upon the occurrence of an event of default (as defined in the Bond Ordinance), the principal of this Series 1982 Bond may be declared due and payable prior to maturity, together with accrued interest hereon.

This Series 1982 Bond is payable solely from the revenues and receipts derived from the Loan Agreement, the Series 1982 Note and the Project, and otherwise as provided in the Bond Ordinance. No Owner of this Series 1982 Bond has or shall have the right to compel any exercise of the taxing powers of the Issuer to pay the principal, premium, if any, or interest hereon. Amounts sufficient in the aggregate for the prompt payment when due of the principal of, premium, if any, and interest on this Series 1982 Bond are to be paid directly to the registered owners of this Series 1982 Bond for the account of the Issuer pursuant to the terms and provisions of the Pledge and Assignment. Any payments on this Series 1982 Bond made to any registered owner or representative hereof by the Borrower or the Issuer, or for the account of the Borrower or the Issuer, shall for all purposes and in every respect be deemed a payment of the Series 1982 Note.

This Series 1982 Bond and any interest and redemption premium hereon, if any, are not and shall not be deemed to constitute a general obligation of the Issuer, and this Series 1982 Bonds shall never constitute an indebtedness or loan of credit of the Issuer, the State of Illinois or any other political subdivision thereof, within the meaning of any State constitutional provision or statutory limitation. This Series 1982 Bond shall be payable solely from the funds provided therefore as provided in the Bond Ordinance. Neither the Issuer, the State of Illinois nor any other political subdivision thereof shall be liable hereon and this Series 1982 Bond shall neither constitute nor give rise to a pecuniary liability or a charge against the credit or taxing powers of the Issuer, the State of Illinois or any other political subdivision thereof nor shall this Series 1982 Bond be construed to create any moral obligation on the part of the Issuer, the State of Illinois or any other political subdivision thereof. Neither the officers, officials, employees or agents of the Issuer nor any person executing this Series 1982 Bond shall be personally liable on this Series 1982 Bond by reason of the issuance hereof.

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

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the passage and approval of the Bond Ordinance and the issuance of this Series 1982 Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Series 1982 Bond, together with all other obligations of the Issuer relating hereto, shall not constitute an indebtedness of the Issuer, the County of Cook, Illinois, the State of Illinois or of any other political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. Neither the officers of the Issuer nor any person executing the Bonds shall be personally liable on the Bonds solely by reason of the issuance hereof.

In Witness Whereof, the Issuer has caused this Series 1982 Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested to by the manual signature of its City Clerk and its corporate seal to be impressed or reproduced hereon, all as of _____, 1982

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

(SEAL)

Attest:

By _____
City Clerk

(FORM OF ASSIGNMENT)

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ this Series 1982 Bond of the Issuer. No sale, assignment or transfer hereof shall be effective until notice thereof shall have been given to the Issuer and the Borrower in the manner required for the giving of notice under Section 8.1 of the Loan Agreement. This Series 1982 Bond may not be sold, transferred or assigned except to an "Institutional Investor," as such term is defined in the Bond Ordinance, and then only for the investment account of such Institutional Investor.

Dated: _____

Signed: _____

Witness: _____

(FORM OF SCHEDULE OF PRINCIPAL PAYMENTS)

SCHEDULE OF PRINCIPAL PAYMENTS

<i>Due Date</i>	<i>Principal Payment</i>	<i>Interest Rate</i>	<i>Interest Payment</i>	<i>Date Paid</i>	<i>Name of Recipient, Title and Signature</i>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SECTION 11. *Execution and Delivery of the Bonds; Deposit of Bond Proceeds; Designation of Fiscal Agent by Issuer.* The Mayor and City Clerk of the Issuer are hereby authorized and directed to prepare and execute, in the manner hereinbefore specified, the Series 1982 Bonds herein authorized, and to deliver the Series 1982 Bonds to the Bond Purchaser upon receipt of the purchase price therefor, namely 100% of the principal amount thereof. American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby designated Fiscal Agent for the Issuer for the purposes of, among other things, (i) serving as the depository of the proceeds of the Series 1982 Bonds as provided herein, (ii) establishing and maintaining the construction Fund as provided in Section 13 hereof, and (iii) performing such other obligations and responsibilities as shall be provided in the instruments. The rights and duties of the Fiscal Agent are further specified in Section 32 of this Bond Ordinance. The proceeds of the Series 1982 Bonds shall be deposited with the Fiscal Agent and applied as provided in Section 3.3 of the Loan Agreement and Section 13 hereof.

SECTION 12. *Evidence of Signatures of Bondowners; Ownership of Bonds.* Any request, consent, revocation of consent or other instrument which this Bond Ordinance may require or permit to be signed and executed by the Owners of the Bonds may be in one or more counterparts of similar tenor, and shall be signed or executed by such Owners of the Bonds in person, or by their attorneys duly appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any Person of the Bonds shall be sufficient for any purpose of this Bond Ordinance (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Issuer, the Fiscal Agent or the Borrower, which may nevertheless require further or other proof in cases where the same is deemed desirable. The fact and the date of the execution of such instruments by any Owner of the Bonds or his attorney may be proved by a guarantee of the signature thereon by a bank or trust company, or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the individual signing such request or other instrument acknowledged to him the execution thereof and exhibited before him the Bonds to which an ownership claim has been made, or by an affidavit of a witness of such execution and presentation, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association, or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond, and of any bond issued in exchange therefore or in replacement thereof, with respect to anything done or suffered to be done by the Issuer, the Fiscal Agent or the Borrower in accordance therewith.

SECTION 13. *Construction Fund.* There is hereby authorized and ordered to be established in the custody of the Fiscal Agent a separate trust fund designated the "City of Chicago, Illinois/Zenith Controls, Inc. Project Construction Fund" (the "Construction Fund"). The Fiscal Agent shall promptly deposit the proceeds derived from the sale of the Series 1982 Bonds into the Construction Fund. The Construction Fund shall be used for the purpose of providing moneys to pay the Cost of the Project in the manner and as provided in Section 3.3 of the Loan Agreement. Any moneys not required for said purpose shall, when the Project is certified as having been completed as provided in Section 3.5 of the Loan Agreement, be applied by the Fiscal Agent in the manner provided in Section 3.3 (j) of the Loan Agreement.

SECTION 14. *Investments.* As used herein, the term "Permitted Investments" shall mean those investments permitted by Section 3.8 of the Loan Agreement.

Moneys held in the Construction Fund or in any other trust fund established hereunder or pursuant hereto, upon instructions from the Authorized Borrower Representative, shall be invested by the Fiscal Agent in investments authorized under Section 3.8 of the Loan Agreement (the "Permitted Investments"). No investment shall be made pursuant to this Section 14 for a period longer than the time period, determined by the Fiscal Agent, for which said moneys are not required for the purpose for which they are intended. All proceeds of, interest on and profit realized from the Permitted Investments held in any trust fund shall accrue to and become a part of the appropriate trust fund, and any loss resulting from the Permitted Investments shall be charged to such trust fund and paid by the Borrower from its own funds on demand of the Fiscal Agent. The Issuer shall not be liable, in any event, for any losses or investments made by the Fiscal Agent at the direction of the Borrower.

SECTION 15. *Application of the Construction Fund.* The Fiscal Agent is authorized and directed to apply the amounts on deposit in the Construction Fund to the payment or reimbursement of the Cost of the Project.

The Fiscal Agent is hereby authorized and directed to make payments and reimbursements from the Construction Fund upon a requisition submitted to the Fiscal Agent and signed by the Authorized Borrower Representative in conformance in all respects with the requirements contained in Section 3.3 of the Loan Agreement. The Fiscal Agent shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall file an accounting thereof with the Issuer and the Borrower annually on the anniversary of the date of the issuance and delivery of the Series 1982 Bonds until completion of the Project, as such is evidenced by the certificate required by Section 16 hereof and Section 3.5 of the Loan Agreement.

SECTION 16. *Completion of the Project.* The completion of the Project, and the payment of all costs and expenses incident thereto, shall be evidenced by the filing with the owners of the Bonds, the Issuer and the Fiscal Agent of the certificate of the Authorized Borrower Representative required by the provisions of Section 3.5 of the Loan Agreement. As soon as is practicable, and in any event not more than sixty (60) days from the date of the certificate referred to in the preceding sentence, any balance remaining in the Construction Fund, other than the amounts retained by the Fiscal Agent for the Cost of the Project not then due and payable (said balance being referred to in the Loan Agreement as "Surplus Construction Fund Money"), shall be applied as provided in Section 3.3(j) of the Loan Agreement.

SECTION 17. *Payment of Principal of, Premium, if any, and Interest: Condition of the Issuer's Obligations.* The Issuer covenants that it will promptly pay, or cause to be paid, solely from moneys received from repayments by the Borrower pursuant to the terms of the Loan Agreement and not from any other moneys of the Issuer, the principal of, Premium, if any, and Interest on every Bond, at the place, on the dates and in the manner provided in this Bond Ordinance and in the Bonds, according to the true intent and meaning hereof and thereof. The principal of, Premium, if any, and Interest on the Bonds are payable solely from the revenues and receipts derived from or in connection with the Instruments and the Project (but excluding those amounts derived by or for the Issuer pursuant to its Unassigned Rights), which revenues and receipts are hereby specifically pledged to the

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

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

SECTION 18. *Particular Covenants of the Issuer.* Except as provided in Section 17 hereof, as long as any of the principal of, Premium, if any, or Interest on the Bonds herein authorized remains unpaid, or until provision shall have been made for the payment thereof, the Issuer covenants with each of the Owners of the Bonds as follows:

- (a) The Issuer will comply fully with all the terms, provisions and conditions of the Instruments which require performance by, or impose duties on, the Issuer, and will not permit any default to occur on the part of the Issuer hereunder or thereunder; will fully and promptly enforce, or cause to be enforced, all of the terms, provisions and conditions of the Loan Agreement which require performance by, or impose duties on, the Borrower; and in the event of the occurrence of an event of default under the Loan Agreement will, subject to the terms and provisions of the Instruments, exercise, or cause the same to be exercised, all of the rights and remedies conferred upon the Issuer by the Loan Agreement for the full and complete protection of the security and rights of the owners of the Bonds. The Issuer's obligation to pay the expenses of such enforcement shall be limited to funds made available to it for that purpose by the Owners of the Bonds, or other interested parties.
- (b) The Issuer will enforce, or cause to be enforced pursuant to the terms of the Assignment, collection of the loan repayments and the payment of other fees, expenses and charges in the amounts and at the times set forth in the Loan Agreement, and will not reduce, or cause or permit to be reduced, the loan repayments and other fees, expenses and charges fixed, established and required by the Loan Agreement, nor change or alter the time or times when the same are due and payable under the Loan Agreement. The Issuer's obligation to pay the expenses of such enforcement shall be limited to funds made available to it for that purpose by the Owners of the Bonds, or other interested parties.

- (c) Until payment of all principal of, Redemption Premium, if any, and Interest on the Bonds has been duly made or provided for, the Issuer will not consent to any change, amendment, modification or termination of the Loan Agreement, except as otherwise provided herein or therein.
- (d) Any Net Proceeds of condemnation awards or insurance coverage, any amounts received pursuant to any sale under threat of condemnation, any funds which are received by the Issuer pursuant to the termination of the Loan Agreement, or any other funds intended for the purpose of paying the principal of, Redemption Premium, if any, and Interest on Bonds, will be used solely and exclusively to pay the principal of, Redemption Premiums, if any, and Interest on Bonds then subject to redemption or otherwise as provided in the Loan Agreement. Upon receipt of any such funds, the Issuer shall proceed promptly to prepay principal on the bonds over and above the principal required to be paid on a quarterly basis, and shall give the notice, or cause the notice to be given, thereof provided for by the terms of this Bond Ordinance.
- (e) The Issuer will not issue any other obligations payable from payments to be made by the Borrower pursuant to the Loan Agreement, nor will the Issuer voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge on said payments or on the property and rights subject to the Loan Agreement, except as provided in Sections 33 and 34 hereof, nor will the Issuer, unless required by law or by the terms of the Loan Agreement or the Assignment, sell or otherwise dispose of its interest in the Loan Agreement or any part thereof.
- (f) The Borrower has agreed to keep the Project, or to cause the same to be kept, insured in the manner provided for by the Loan Agreement. The Issuer's share, if any, of the Net Proceeds of any such insurance policies shall be payable to and deposited with the Bond Purchaser (as representative of all of the owners of the Bonds). Any of the Net Proceeds of such insurance policies shall be used and applied in the manner set forth in the Loan Agreement. The Borrower will also pay, or cause to be paid, as provided in the Loan Agreement, all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project, or any part thereof, failure to pay which might impair or prejudice the lien and priority of the Instruments; provided, however, that nothing contained herein shall require the payment of any such taxes, assessments or charges if the same are not required to be paid under the provisions of the Loan Agreement.
- (g) Pursuant to the terms of the Fiscal Agent Agreement, the Issuer shall cause the Fiscal Agent to maintain adequate records and accounts, separate and apart from all other records and accounts of the Issuer or the Fiscal agent, in accordance with generally accepted principles of accounting, including complete details of all financial transactions relating to the Bonds and the Project. Such books and records shall be available for inspection by the agents of the Borrower or any of the Owners of the Bonds during the regular business hours of the Fiscal Agent.
- (h) The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Ordinance, in any and every Bond executed and delivered hereunder or pursuant hereto, and in all proceedings pertaining hereto and 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 Bonds authorized hereby, to lend to the borrower the proceeds of the bonds by means of the Loan Agreement, and to pledge and assign the revenues and receipts (and rights thereto) hereby authorized to be pledged and assigned in the manner and to the extent herein, in the Loan Agreement and in the Assignment set forth; that all action on its part for the issuance of the Bonds and the adoption of this Bond Ordinance has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

SECTION 19. *Insurance and Condemnation Proceeds.* The Loan Agreement provides for the assignment to the Bond Purchaser (as representative of all of the owners of the Bonds) of certain insurance proceeds and condemnation awards, amounts paid pursuant to sales under threat of condemnation, damages and compensation with respect to the Project which are payable to the Issuer. The Issuer hereby agrees to the application of such moneys in said manner.

SECTION 20. *Amendments or Modifications.* Any provision of the bonds or the Instruments may be modified or amended in any respect with the written consent of the Owners of a majority in aggregate principal amount of Bonds then Outstanding, provided, however, that nothing in this Section 20 contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate, or extension of the time of payment, of Interest on, or reduction of any Premium payable on the redemption of, any Bonds, without the consent of the Owners of such Bonds, (b) the creation of any lien (other than Permitted Encumbrances) prior to or on a parity with the lien of the Instruments, (c) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such supplemental or amendatory ordinance, without the consent of the Owners of all Bonds at the time Outstanding which would be affected by the action to be taken, (d) the modification of the rights, duties or immunities of the Fiscal agent, without the written consent of the Fiscal Agent, or (e) a privilege or priority of any Bond over any other Bond; and provided further that any provision relating to the amounts to be paid on the Bonds (or the time of such payments) may be modified or amended only with the written consent of the Owners of all Bonds then Outstanding, and provided further that the Borrower shall have given its prior written approval to any such modification or amendment if the same would permit, or be construed to permit, any change in the obligations of the Borrower as set forth in the Instruments. Every amendment or modification of a provision of the bonds or the instruments to which the written consent of the Owners of all or a majority in aggregate principal amount, as appropriate, of the Bonds is given, as above provided, shall be expressed in any ordinance of the Issuer amending or supplementing the provisions of this Bond Ordinance, and shall be deemed to be a part of this Bond Ordinance. It shall not be necessary to note on any outstanding Bond any reference to such amendment or supplement. A certified copy of every such amendatory or supplemental ordinance and a certified copy of this Bond Ordinance, will be sent by the City Clerk of the Issuer to each of the Owners of the Bonds.

The Issuer may enter into any supplemental or amendatory ordinance for any of the purposes of this Section 20 only upon the receipt by it of the written consent of the Owners of all or a majority in aggregate principal amount, as appropriate, of the Bonds then Outstanding; such consent shall be binding upon all Owners of the Bonds and upon any subsequent Owners of the Bonds (whether or not such subsequent Owners have notice thereof).

No subsequent Owner of any Bond shall have any right to object to such supplemental or amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental or amendatory ordinance pursuant to the provisions of this Section, this Bond Ordinance shall be, and be deemed to be, modified and amended in accordance therewith; and the respective rights, duties and obligations under this Bond Ordinance of the Issuer, the Fiscal Agent, the Borrower and the Owners of the Bonds shall thereafter be determined, exercised and enforced under this Bond Ordinance, subject in all respects to such modifications and amendments. Any supplemental or amendatory ordinance authorized and entered into in accordance with the provisions of this Bond Ordinance shall thereafter form a part of this Bond Ordinance, and all of the terms and conditions contained in any such supplemental or amendatory ordinance as to any provisions authorized to be contained therein shall be, and shall be deemed to be, part of the terms and conditions of this Bond Ordinance for any and all purposes.

SECTION 21. *Enforcement.* The provisions of this Bond Ordinance shall constitute a contract between the Issuer and the Owners of the Bonds, and subject to the provisions of Section 28 hereof, the Owner of any one or more of the bonds may sue to recover Interest, Premium or Principal which has not been paid according to the terms of said Bonds. The Owners of the Bonds then Outstanding, in accordance with the provisions of Section 23 hereof and Section 10 of the Assignment, may sue in any action, either at law or in equity, to enforce or compel performance of all duties and obligations required by this Bond Ordinance to be done or performed by the Issuer or by the Borrower.

SECTION 22. *Events of Default.* Each of the events set forth in Section 6.1 of the Loan Agreement, and defined therein as an "event of default," shall constitute an "event of default" hereunder. Upon the happening and continuance of any event of default, the Owners of a majority in aggregate principal amount of the bonds then Outstanding may appoint a representative to act on behalf of the Owners of all of the Bonds, and such representative shall be and is hereby vested with all of the rights, powers and duties of a trustee appointed by the Owners of all of the Bonds. Upon such occurrence and giving of written notice to the Borrower, the Issuer and the other Owners of Bonds then Outstanding by the representative selected by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, or (if no such representative is selected) by the Owners of a majority in principal amount of Bonds then Outstanding, such representative or (if no such representative is selected) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, may, by notice in writing delivered to the Issuer, the Borrower and the other Owners of Bonds then Outstanding, declare the principal of all Bonds then outstanding, and the Interest accrued thereon, to be due and payable immediately without presentment, demand, protest or other notice of any kind, all of which are hereby waived; and upon any such declaration the same shall become and be immediately due and payable. The right of a majority in aggregate principal amount of the Owners of the Bonds to select a representative to make any such declaration as aforesaid, or to themselves make such declaration, however, is subject to the condition that if, at any time after such declaration all overdue installments of Interest upon the Bonds, and the principal of all Bonds which shall have matured by their terms, together with the reasonable and proper charges, expenses and liabilities of the Owners of the Bonds and the Issuer, shall either be paid by or for the account of the Issuer, or provision satisfactory to the Owners of the Bonds, the Fiscal Agent, if the Fiscal Agent Agreement is still in effect, and the Issuer shall be made for such payment, and the Project Real Estate and the Project Equipment shall not have been sold nor foreclosure proceedings begun in accordance with Section 6.1 (III) of the Loan Agreement as provided in this Bond Ordinance, or the Loan Agreement, and all other existing defaults shall have been cured, then, and in every such case, any such default and its consequences shall, ipso facto, be deemed to be annulled, but no such annulment shall extend to or affect any other default, or impair or exhaust any right or power consequent thereon.

The Issuer hereby grants to the Borrower full authority for the account of the Issuer to perform any covenant or obligation, the non-performance of which is alleged in any notice received by the Borrower to constitute an event of default, in the name and place of the Issuer, with full power to do any and all things and acts to the same extent as the Issuer and perform any such things and acts with the power of substitution, provided, however, that in the event the Borrower takes any action pursuant to this Section 22 the Issuer shall not be liable for any action of the Borrower.

For purposes of this Section, notice shall be deemed to have been given if given in the manner required by Section 8.1 of the Loan Agreement for the giving of notices thereunder.

SECTION 23. *Foreclosure and Enforcement of Remedies.* Upon the happening and continuance of any event of default, and the giving of notice to the Borrower, the other Owners of the Bonds then Outstanding, and the Issuer (as provided in Section 22 hereof) by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative), then and in every case of Owners of a majority in principal amount of the Bonds then Outstanding (or their representative) may proceed to protect and enforce the rights of all Owners of Bonds then Outstanding forthwith by such suits, actions or special proceedings in equity or at law, or proceedings in the office of any board or officer having jurisdiction, whether for the

specific performance of any covenant or agreement contained in the bonds or the Instruments, or in aid of the execution of any power granted herein, therein or in the Enabling Ordinance, or for the enforcement of any legal or equitable rights or remedies, including the sale of all or any part of the Project, subject to statutory requirements, if any, to the highest bidder, and all right, titles and interest, claim and demand therein and thereto, and all right of redemption thereof, as the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) shall determine.

In the enforcement of any right or remedy under the Instruments or the Enabling Ordinance, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) shall be entitled to sue for, enforce payment on and receive any and all amounts then due and unpaid or becoming due from the Issuer to the Owners of all of the Bonds then Outstanding, for principal, Interest, Premium, if any, or otherwise under any provision of the Instruments, the Enabling Ordinance or the Bonds, with Interest on overdue payments equal at all times to 75% of the Prime Rate (computed on the basis of a 360 day year consisting of twelve 30-day months), together with any and all costs and expenses of collection including attorneys' reasonable fees and of all proceedings hereunder and thereunder, without prejudice to any other right or remedy of the Owners of all of the Bonds then Outstanding, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and therein, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from the moneys available under the Instruments and not from any other moneys of the Issuer, for said purpose), in any manner provided by law, the moneys adjudged or decreed to be payable.

SECTION 24. *Application of Revenues and Receipts After Default.* All moneys received by the Owners of the Bonds pursuant to any right given or action taken under the provisions of this Bond Ordinance shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses, liabilities and advances incurred or made by the Owners of the Bonds, be applied:

First - To the payment to the persons entitled thereto of all installments of interest then due on the Series 1982 Bonds, and, if the amount available shall not be sufficient to pay such interest in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege; and

Second - To the payment to the persons entitled thereto of the unpaid principal of the Series 1982 Bonds and, if the amount available shall not be sufficient to pay in full the unpaid principal of the Series 1982 Bonds, then to the payment ratably, according to the amounts of the principal due, to the persons entitled thereto without any discrimination or privilege.

Whenever the principal of all of the Bonds, and the Premium, if any, and Interest thereon, shall have been paid under the provisions of this Section 24, and all expenses and charges of the Owners of the Bonds, the Fiscal Agent and the Issuer shall have been paid, any balance remaining shall be paid to or upon the order of the Borrower.

SECTION 25: *Waivers of Events of Default; Actions by the Owners of the Bonds.* The Owners of a majority in aggregate principal amount of the bonds then Outstanding may waive any event of default hereunder upon payment of all amounts in default, and after all other defaults have been cured. All rights of action under the Instruments or the Bonds may be enforced by the Owners of the appropriate aggregate principal amount of the Bonds then Outstanding without the production thereof at any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Owners of the appropriate aggregate principal amount of Bonds then Outstanding shall be brought in their respective names without the necessity of joining as a party plaintiff or defendant the Issuer, and any recovery of judgment will be for the equal benefit of all of the Owners of the Bonds provided, however, that if the Issuer is joined as a party in any legal action authorized to be taken pursuant to this Section 25, the Issuer shall be indemnified and entitled to reimbursement by the Borrower for any fees or expenses incurred by the Issuer, all as provided in Section 5.4 of the Loan Agreement.

SECTION 26. *Bondowner Rights not Impaired.* Nothing contained in the Instruments shall affect or impair the right of any Owner of any Bond to the payment of the principal of, Redemption Premium, if any, and Interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, Redemption Premium, if any, and Interest on each of the Bonds to the respective owners thereof at the time, place, from the source and in the manner herein and in said Bonds expressed.

SECTION 27. *Effect of Discontinuance of Proceedings.* If any proceeding taken by the Owners of the bonds on account of any event of default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners of the Bonds, then and in every such case, the Borrower, the Issuer and the Owners of the Bonds shall be restored, respectively, to their former obligations and rights hereunder.

SECTION 28. *Remedies Not Exclusive; Delay or Omission.* No remedy by the terms of the Instruments conferred upon or reserved to the Owners of the Bonds is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under the Instruments, or now or hereafter existing at law or in equity.

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

SECTION 29. *Bondowners Control Proceedings.* Subject to the provisions of the preceding Section 28, anything in the Instruments to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing, executed and delivered, effective upon deposit in the mail if sent by registered or certified mail, to the Issuer and the Borrower, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Instruments, and for the appointment of a receiver or any other proceedings hereunder or thereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Ordinance.

SECTION 30. *Acceleration in the Event of Default.* In the event that the principal of, Premium, if any, or Interest on the Bonds herein authorized is not paid according to the terms hereof and thereof, either on maturity, mandatory prepayment, call for redemption or the occurrence of an event of default, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, may, in accordance with the provisions of Section 10 of the Assignment, by written notice effective upon deposit in the mail if sent by certified or registered mail, given to the Borrower, the Issuer and the other Owners of Bonds then Outstanding, declare the principal of all Bonds then Outstanding to be immediately due and payable; and upon such declaration given as aforesaid, the principal of, Premium, if any, and accrued Interest on said Bonds shall be immediately due and payable. This provision, however, is subject to the condition that if at any time thereafter all arrears of Interest, except Interest accrued but not due, and of principal shall have been paid in full, then in every such case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice effective upon deposit in the mail if sent by written notice effective upon deposit in the mail if sent by certified or registered mail, given to the Borrower, the Issuer and the other Owners of Bonds then Outstanding, may, but need not, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any other event of default, or impair any rights consequent thereon.

SECTION 31. *Defeasance.* If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all of the Bonds, or their representatives, the principal of, Redemption Premium, if any, and Interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and this Bond Ordinance, and if all other amounts due under the Instruments are paid in full, then the pledge and assignment of any revenues and receipts from or in connection with the Project under the Instruments, and the estate and rights hereby and thereby granted, and all covenants, agreements and other obligations of the Issuer to the Owners of the Bonds, shall thereupon cease, terminate, become void and be discharged and satisfied. In such event, the Owners of the Bonds shall cancel and discharge the lien of the Instruments, and shall execute and deliver to the Issuer and the Borrower, and record in all offices appropriate therefor, all such instruments as may be appropriate to satisfy such lien and to evidence such discharge and satisfaction; and the Fiscal Agent, the Issuer and the Owners of the Bonds shall pay over and deliver to the Borrower or its order all moneys or securities held by them or their representative pursuant to this Bond Ordinance which are not required for the payment of the principal of, Redemption Premium, if any, or Interest on the Bonds not theretofore paid or redeemed and all other amounts due under this Bond Ordinance.

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

SECTION 32. *Provisions Relating to the Fiscal Agent.*

(a) The Fiscal Agent shall signify its acceptance of its duties and obligations under the Instruments by its execution of the Fiscal Agent Agreement. All provisions of this Section 32 shall be construed as extending to and including all of the rights, duties and obligations imposed upon the Fiscal Agent under the Instruments, as fully for all intents and purposes as if this Section were contained therein.

(b) (i) The Fiscal Agent shall have no responsibility for the validity or sufficiency of the Instruments, or the security provided hereunder and thereunder, or for the due execution hereof and thereof by the Issuer and the other parties thereto, or in respect of the title to or the value of the Project, or in respect of the validity of any Bonds issued hereunder, or to see to the recording or filing of the Loan Agreement, Assignment, any financing statement or any other document or instrument whatsoever. The recitals, statements and representations contained in this Bond Ordinance and in the Bonds shall be construed as having been made by and on behalf of the Issuer, and not by and on behalf of the Fiscal Agent, and the Fiscal Agent does not assume any responsibility for the correctness of the same.

(ii) The Fiscal Agent shall not be liable or responsible for the failure of the Issuer to perform any act required of it by the Instruments, or for the loss of any moneys arising through the insolvency or the act, default or omission of any depository other than itself in which such moneys shall have been deposited under the Instruments. The Fiscal Agent shall not be responsible for the application of any, of the proceeds of the Bonds or any other moneys deposited with it an paid out, invested, withdrawn or transferred in accordance with the Instruments, or for any loss resulting from any such investment. Notwithstanding any other provision contained herein or in the other Instruments, the Issuer shall not be liable or responsible for the disposition by the Fiscal Agent of the proceeds of the Bonds, provided that the Issuer shall have properly caused the same to be deposited with the Fiscal Agent. The Fiscal Agent shall not be liable in connection with the performance of its duties under the Instruments, except for its own misconduct, negligence or bad faith. The immunities and exemptions from liability of the Fiscal Agent contained herein shall extend to its directors, officers, employees and agents.

(iii) The Fiscal Agent, prior to the occurrence of an event of default hereunder, and after the curing of all events of default which may have occurred, undertakes to perform only such duties as are specified to be performed by the Fiscal Agent as set forth in the Instruments.

(c) The Fiscal Agent shall be entitled to receive and collect from the Borrower payment or reimbursement for reasonable fees for services rendered under the Instruments, and all advances, counsel fees and other expenses reasonable and necessarily made or incurred by the Fiscal Agent in connection herewith and therewith. Before taking any action hereunder or thereunder, the Fiscal Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put, and to protect it against all liability, except liability which has resulted from its own misconduct, negligence or bad faith by reason of any action taken or omitted.

(d) The Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Instruments, upon any ordinance, resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith believe to be genuine and to have been adopted or signed by the proper Person, or to have been prepared and furnished pursuant to any provision of the Instruments, or upon the written opinion of Independent Counsel or Bond Counsel, or an Independent Engineer, appraiser or accountant believed in good faith by the Fiscal Agent to be qualified in relation to the subject matter.

(e) The Fiscal Agent may resign and thereby become discharged of its duties under the Instruments by notice in writing given to the Issuer, the Owners of the Bonds and the Borrower, but such resignation shall only take effect upon the appointment of a successor fiscal agent pursuant to subsection (f) of this Section 32.

The Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the Fiscal Agent, the Issuer and the Borrower, and signed by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. The Fiscal Agent shall promptly give notice of its receipt of such filing to the Issuer, the Borrower and the other Owners of the Bonds.

(f) If at any time the Fiscal Agent shall resign, be removed, be dissolved or otherwise become incapable of acting in such capacity, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof or of its property shall be appointed, or if any public officer shall take charge or control of the Fiscal Agent or of its property or affairs, or if the position of Fiscal Agent shall become vacant for any other reason, the Issuer shall, upon giving notice to the Borrower and the Owners of the Bonds, appoint a successor Fiscal Agent to fill such vacancy.

(g) Any business entity into which the Fiscal Agent may be merged or converted, or with which it may be consolidated, or any business entity resulting from any merger, conversion or consolidation to which the Fiscal Agent shall be a party, or any business entity to which the Fiscal Agent shall be a party, or any business entity to which the Fiscal Agent may sell or transfer all or substantially all of its assets, provided such business entity shall be a national banking association or a bank or trust company duly organized under the laws of any state of the United States of America, and authorized to conduct a banking or trust business in the State, and authorized by law to perform all the duties imposed upon the Fiscal Agent by the Instruments, shall be the successor to such Fiscal Agent without the execution or filing of any paper, or the performance of any further act, except that the Issuer shall give notice of such to the Borrower and the Owners of the Bonds.

SECTION 33. *Issuance of Additional Bonds.* As long as no event of default under the Instruments is occurring, the Issuer in its own discretion and to the extent permitted by law in effect at the time thereof and at the written request of the Borrower, subject to the prior written approval of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, shall use its best efforts to issue Additional Bonds on a parity with the Series 1982 Bonds and any Additional Bonds theretofore or thereafter issued for the purposes specified in Section 3.2 of the Loan Agreement. Before any Additional Bonds are issued, there shall be delivered to the Fiscal Agent and the Owners of the Bonds the items required as a prerequisite thereto by Section 34 hereof.

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

SECTION 34. *Delivery of Additional Bonds.* Upon the execution and delivery in each instance of an appropriate ordinance amendatory hereof and supplemental hereto, the Issuer shall issue, execute and deliver to the purchasers thereof such Additional Bonds as hereafter in this Section 34 provided. Prior to the delivery of any Additional Bonds, there shall be filed with the Fiscal Agent and the Owners of the Bonds or if the Fiscal Agent Agreement is no longer in effect, only with the Owners of the Bonds:

- (a) A valid and effective amendment to the Loan Agreement, pursuant to Section 3.2 thereof, providing for the inclusion within the Project of any real and personal properties (or interests therein) to be acquired by purchase or construction from the proceeds of the Additional Bonds, and providing for an Additional Note to be executed and delivered by the Borrower to the Issuer in an amount equal to the Additional Bonds.
- (b) A valid and effective amendatory or supplemental ordinance providing for the issuance of such Additional Bonds, and subjecting to the lien of the Instruments, as appropriate, any and all real estate and interests therein, and any buildings, structures, facilities, machinery, equipment, fixtures, and related property, and interests therein (whether real, personal or mixed), acquired by purchase or construction from the proceeds of such Additional Bonds, and pledging and assigning the Additional Note to the payment of the Bonds.
- (c) A duly certified copy of a valid and effective amendatory or supplemental ordinance authorizing such amendment to the Loan Agreement and the Assignment, and the issuance of such Additional Bonds.
- (d) The proceeds of such Additional Bonds which shall be paid over to the Fiscal Agent and deposited to the credit of the Construction Fund as provided in Section 13 hereof (or to such other trust funds as are provided and created by the amendatory or supplemental ordinance).
- (e) A certificate signed by the Authorized Borrower Representative to the effect that no event of default is occurring or will result from the issuance of such Additional Bonds.
- (f) An opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not affect the tax-exempt status of all Bonds then Outstanding.

SECTION 35. *Authorization and Confirmation of the Sale of the Series 1982 Bonds.* The sale of the Series 1982 Bonds to the Bond Purchaser at a price of 100% of the principal amount thereof, pursuant to the form, terms and provisions of this Bond Ordinance, is hereby approved and confirmed.

SECTION 36. *Form, Execution and Authorization of Financing Documents.* The Issuer, by its Mayor and City Clerk, is authorized to enter into the Loan Agreement, the Assignment, the Bond Purchase Agreement and the Fiscal Agent Agreement, which instruments are to be substantially in the form now before this meeting and hereby approved, and which instruments the Mayor and City Clerk of the Issuer are hereby authorized and directed to execute for and on behalf of, and as the act and deed of, the Issuer. The Loan Agreement, the Assignment, the Bond Purchase Agreement and the Fiscal Agent Assignment, as executed and delivered by the Mayor and City Clerk of the Issuer, shall each be in substantially the respective forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval and the approval of the Board of Trustees of the Issuer of any and all changes or revisions therein from the forms of said instruments now before this meeting; and from and after the execution and delivery of the above-mentioned documents, the officers, agents and employees of the

Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and instruments, as may be necessary to carry out and comply with the provisions of this Bond Ordinance and said Loan Agreement, Assignment, Bond Purchase Agreement and Fiscal Agent Agreement as executed.

SECTION 37. *Execution of Other Instruments and Certificates.* The Mayor and City Clerk, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Instruments by the parties thereto, the performance of all obligations of the Issuer under and pursuant to the Instruments, the execution and delivery of the Bonds, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Bond Ordinance and the other Instruments. The Mayor and City Clerk of the Issuer are hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Bond Ordinance and the other Instruments, or to evidence the said authority and its exercise.

SECTION 38. *Priority of Instruments.* The Instruments are given in order to secure funds to finance the acquisition, construction and equipping of the Project, and, by reason thereof, it is intended that the Instruments shall be superior to any laborers', mechanics', materialmen's or other liens which may be placed upon the Project.

SECTION 39. *Creation of Lien; Indebtedness.* The Issuer shall not create or suffer to be created any lien or charge upon or pledge of the revenues and receipts (other than revenues and receipts arising pursuant to the Issuer's Unassigned Rights) derived from or in connection with the Project, except the lien, charge and pledge created by the Instruments and the Bonds. The Issuer agrees that the Owners of all of the Bonds or the Owners of a majority in aggregate principal amount of the Bonds, as appropriate, in their own name or in the name of the Issuer, may and are hereby granted the right to, enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement, whether or not the Issuer is in default in its covenant to enforce such rights and obligations.

The Issuer shall not incur any indebtedness, or issue any evidences of indebtedness other than the Bonds herein authorized secured by a lien on or pledge of such revenues and receipts (other than revenues and receipts arising pursuant to the Issuer's Unassigned Rights) which is prior to or equal with the lien and pledge securing the Bonds hereunder, said lien continuing as long as any of the Bonds are Outstanding. The Issuer further covenants and agrees not to sell, convey, transfer, mortgage or encumber its interest in the Loan Agreement, except as specifically permitted by the Instruments.

SECTION 40. *Instruments of Further Assurance.* The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such supplemental ordinances and further acts, instruments and transfers as the Owners of the Bonds may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Owners of the Bonds, all and singular, the property herein described, and the revenues and receipts pledged hereby to the payment of the principal of, Premium, if any, and Interest on the Bonds. Any and all property hereafter acquired which is of the kind or nature herein provided to be and become subject to the lien of the Instruments shall, ipso facto, and without any further conveyance, assignment or act on the part of the Issuer or the Owners of the Bonds, become and be subject to the lien of the Instruments as fully and completely as though specifically described herein and therein; but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer heretofore made by this Section 40.

SECTION 41. *Recording and Filing.* The Loan Agreement, or an appropriate summary thereof, shall be recorded in the real property records of Cook County, Illinois, and/or in such other office or offices as may be at the time provided by the laws of the State of Illinois as the proper place or places for the recordation thereof. The Loan Agreement shall be re-recorded and re-indexed by the Borrower whenever, in the opinion of Independent Counsel, such action is necessary to preserve the lien hereof and thereof. The Borrower will, within twenty (20) days after any such filing, recording or other act, furnish the Owners of the Bonds an opinion of Independent Counsel as to the adequacy, and reciting the details, of such filing, recording or other act, and specifying any re-recording or re-filing to be effected in the future with respect to the security interests required to be created hereby.

SECTION 42. *Taxes, Charges and Assessments.* Pursuant to Section 4.5 of the Loan Agreement, the Borrower has agreed to promptly pay, or to cause to be promptly paid, all lawful taxes, assessments, imposts and governmental charges at any time levied or assessed upon or against the Project, or any part thereof, which might impair or prejudice the lien and pledge created by the Instruments; provided, however, that nothing contained in this Section 42 shall require there to be paid any such taxes, assessments, imposts or charges as long as the validity thereof is being contested in accordance with Section 5.10 of the Loan Agreement, in good faith and by appropriate legal proceedings; and provided further that such delay in payment shall not subject the Project or any part thereof to forfeiture or sale. Nothing contained herein or in the other Instruments shall be construed as exempting the property of the Borrower or any other Person from the application of the Issuer's power of eminent domain, prohibiting the application of any law or regulation, or obviating any obligation of the Borrower or any other Person to any lawful tax or special assessment.

SECTION 43. *Maintenance and Repairs; Insurance.* Pursuant to Section 5.9 of the Loan Agreement, the Borrower has agreed that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly, and so that the Project shall be fully maintained as an economic development project within the meaning of the Enabling Ordinance.

Pursuant to Section 5.11 of the Loan Agreement, the Borrower has agreed to keep, or to cause to be kept, at all times while the Bonds are Outstanding, the Project insured against such risks as are customarily insured against by businesses of like size and type as the Borrower.

SECTION 44. *Rights Under Loan Agreement.* The Issuer agrees that the Owners of all of the Bonds or the Owners of a majority in aggregate principal amount of the Bonds, as appropriate, as pledgees and assignees of certain revenues and receipts derived from the Loan Agreement under the Assignment, in their respective names or in the name of the Issuer, shall, subject to the provisions thereof, have the legal power to exercise all of the rights, powers and privileges of the Issuer under the Loan Agreement, including the right to enforce all of the obligations of the Borrower thereunder.

SECTION 45. *Provisions of this Bond Ordinance Separable.* The provisions of this Bond Ordinance are hereby declared to be separable; and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 46. *Covenants, Stipulations, Obligations and Agreements of the Issuer.* All covenants, stipulations, obligations and agreements of the Issuer contained in the Instruments shall be deemed to be the covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law; and, except as otherwise provided in this Bond Ordinance or in the other Instruments to which the Issuer is or is to be a party, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the Issuer by the provisions of this Bond Ordinance or of the

other Instruments shall be executed or performed by the Issuer or by such officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement contained in the other Instruments shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Issuer, nor shall any officer executing the Bonds be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 47. *Conflicting Resolutions and Ordinances.* All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict. Notwithstanding the foregoing sentence, the Preliminary Ordinance of the Issuer with respect to the Project (adopted by the City Council of the Issuer at its meeting on June 26, 1981), shall not be repealed either in whole or in part.

SECTION 48. *Effective Date.* This Bond Ordinance shall take effect and be in force from and after its adoption.

Exhibit A attached to this ordinance is printed on pages 9659 - 9660 of this Journal.

[Bond Purchase Agreement, Fiscal Agent Agreement, Mortgage and Loan Agreement and Pledge and Assignment Agreement omitted for printing purposes]

**Ordinance Amending Chapter 200.6, Section 200.6-5 of the Municipal Code
of Chicago Relating to Collector's Bonding or Security Requirements.**

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

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

SECTION 1. Chapter 200.6 of the Municipal Code of Chicago is hereby amended by inserting the language in *Italics*, as follows:

200.6-5. Every retailer maintaining a place of business in the city shall obtain a certificate of registration as a tax collector from the Department no later than 30 days after commencing such business or 30 days after the effective date of this chapter, whichever occurs later.

Every applicant for a certificate of registration hereunder shall, within 30 days after he commences to engage in the business of selling tangible personal property at retail, furnish a bond from a surety company authorized to do business in the State of Illinois, or a bond signed by 2 personal sureties who have filed with the Department sworn statements disclosing net assets equal to at least 3 times the amount of the bond to be required of such applicant, or a bond secured by an assignment of a bank account or certificate of deposit, stocks or bonds, conditioned upon the applicant paying to the City all moneys becoming due under this chapter. The Department shall fix the amount of such security in each case, taking into consideration the amount of money expected to become due from the applicant under this chapter. The amount of security required by the Department shall be such as, in its opinion, will protect the City against failure to pay the amount which may become due from the applicant under this chapter, but the amount of the security required by the Department shall not exceed three times the amount of the applicant's average monthly tax collection and remission liability, or \$50,000.00, whichever amount is lower. No certificate of registration under this chapter shall be issued by the Department until the applicant provides the Department with satisfactory security as herein provided for. The Department may waive the furnishing of a bond until January 1, 1982. *Any person who is registered under the Retailer's Occupation Tax Act or Service Occupation Tax of the State of Illinois during the 3-year period immediately prior to January 1, 1982, and has been so registered continuously and who is determined by the*

(Continued on page 9661)

EXHIBIT A

Attached to and made a part of an
Ordinance of the City Council of the City
of Chicago, passed _____, 1982

SCHEDULE OF PRINCIPAL PAYMENTS

BANK		SCHEDULE OF DIRECT REDUCTION LOAN				LOAN NUMBER	
COUNT		CUSTOMER NAME				LOAN NUMBER	
0290759		779974 S		24 113 26 10:000		900 000 00	
PAYMENT		PAYMENT ON		TOTAL PAYMENT		BALANCE OF LOAN	
DATE	INTEREST	DUE DATE - AMOUNT	PRINCIPAL				DATE
1		7-1-82	5 513:06			593 381:34	
2		7-1-82	5 753:51			588 598:43	
3		10-1-82	6 953:10			579 643:33	
4		1-1-83	7 125:73			572 518:40	
5		4-1-83	7 305:10			565 213:30	
6		7-1-83	7 487:73			557 725:57	
7		10-1-83	7 674:42			550 050:55	
8		1-1-84	7 866:79			542 183:36	
9		4-1-84	8 063:46			534 120:40	
10		7-1-84	8 265:05			525 855:35	
11		10-1-84	8 471:56			517 383:67	
12		1-1-85	8 683:47			508 700:20	
13		4-1-85	8 900:55			499 799:65	
14		7-1-85	9 123:07			490 676:58	
15		10-1-85	9 351:15			481 325:43	
16		1-1-86	9 584:92			471 740:51	
17		4-1-86	9 824:55			461 915:96	
18		7-1-86	10 070:16			451 845:80	
19		10-1-86	10 321:91			441 523:89	
20		1-1-87	10 579:96			430 943:93	
21		4-1-87	10 844:46			420 099:47	
22		7-1-87	11 115:57			408 983:90	
23		10-1-87	11 393:46			397 590:44	
24		1-1-88	11 678:30			385 912:14	
25		4-1-88	11 970:26			373 941:38	
26		7-1-88	12 269:51			361 672:37	
27		10-1-88	12 576:25			349 096:12	
28		1-1-89	12 890:66			336 205:46	
29		4-1-89	13 212:92			322 992:54	
30		7-1-89	13 543:25			309 449:29	
31		10-1-89	13 881:83			295 567:46	
32		1-1-90	14 228:37			281 338:59	
33		4-1-90	14 584:60			266 753:99	
34		7-1-90	14 949:21			251 804:78	
35		10-1-90	15 322:44			236 481:34	
36		1-1-91	15 706:01			220 775:33	
37		4-1-91	16 098:66			204 677:17	
38		7-1-91	16 501:12			188 178:34	
39		10-1-91	16 913:66			171 262:33	
40		1-1-92	17 336:50			153 925:38	
41		4-1-92	17 769:91			136 155:47	
42		7-1-92	18 214:15			117 941:31	
43		10-1-92	18 669:51			99 272:30	
44		1-1-93	19 136:25			80 136:05	
45		4-1-93	19 614:36			60 521:39	
46		7-1-93	20 105:33			40 466:36	
47		10-1-93	20 607:55			20 808:71	
48		1-1-94	21 122:34			0 565:37	

SCHEDULE OF DIRECT REDUCTION LOAN

CUSTOMER NAME				LOAN NUMBER			
J290739				T99972			
CUSTOMER NUMBER				SERIAL NUMBER			
29				115			
10.000%				RATE			
5				5			
400				500			
LOAN				LOAN			
PAYMENT		PAYMENT ON		TOTAL		BALANCE	
NUMBER	INTEREST	DUE DATE--PAID TO	PRINCIPAL	PAYMENT		OF LOAN	DATE PAID
49		4-1-94	21 650 91			277 034 90	
50		7-1-94	22 192 19			254 842 77	
51		10-1-94	22 740 99			232 095 78	
52		1-1-95	23 315 67			208 780 11	
53		4-1-95	23 898 50			184 881 55	
54		7-1-95	24 490 02			160 389 53	
55		10-1-95	25 103 42			135 277 11	
56		1-1-96	25 736 13			109 540 98	
57		4-1-96	26 379 54			83 161 44	
58		7-1-96	27 039 02			56 122 42	
59		10-1-96	27 715 00			28 407 42	
60		1-1-97	28 407 42				

(Continued from page 9658)

Department of Revenue of the State of Illinois not to have been either delinquent or deficient in payment of the tax liability to the State, during that 3-year period, under such acts, shall be considered to be a Prior Continuous Compliance Tax Collector. Also, any tax payer who has, as verified by the Department of Finance of the City of Chicago, faithfully and continuously complied with the conditions of his bond or other security under the provisions of this Chapter for a period of 3 consecutive years shall be considered to be a Prior Continuous Compliance Tax Collector. Also, any taxpayer who has, as verified by the Department of Finance of the City of Chicago, faithfully and continuously complied with the condition of his bond or other security under the provisions of this chapter for a period of 3 consecutive years shall be considered to be a Prior Continuous Compliance Tax Collector. Every Prior Continuous Compliance Tax Collector shall be exempt from all requirements of furnishing a bond or other security as a condition precedent to his being authorized to register or act as a tax collector for the City of Chicago. This exemption shall continue until such time as may be determined by the Department of Finance of the City of Chicago to be delinquent in the filing of any return or to be delinquent or deficient in the paying of any tax under this chapter.

SECTION 2. This ordinance shall take effect ten days after its due passage and publication.
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

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

*Nays--*None.

**Ordinance Authorizing Execution of Reimbursement Agreement
between City and CATS for Shared Taxi Riding/Group Loading Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the execution of a Reimbursement Agreement between the City of Chicago and the Chicago Area Transportation Study necessary for funds for the Shared Taxi Riding/Group Loading Program.

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

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

*Nays--*None.

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

The following is said ordinance as passed:

WHEREAS, The United States Secretary of Transportation is authorized to make grants for transportation projects; and

WHEREAS, The U.S. Department of Transportation Federal Highway Administration has developed the National Ridesharing Discretionary Program to promote innovative and/or comprehensive approaches to ridesharing; and

WHEREAS, The Illinois Department of Transportation is the authorized agent for the State of Illinois in the administration of Federal-aid highway programs; and

WHEREAS, Pursuant to ordinance passed on March 6, 1981, and published at page 5526 of the Journal of Proceedings of the City Council of said date, the Mayor of the City of Chicago has executed a grant agreement in the amount of \$170,000 with the Illinois Department of Transportation for the Shared Taxi Riding/Group Loading Program; and

WHEREAS, Said grant agreement allows the City of Chicago to enter into sub-contracts for portions of the work to be performed under the grant agreement; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Consumer Services and the Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, the reimbursement agreement between the City of Chicago and the Chicago Area Transportation Study, in the form attached hereto as Exhibit A.

SECTION 2. The Comptroller is directed to disburse the grant funds in accordance with the reimbursement agreement.

SECTION 3. The Commissioner of Consumer Services, with the approval of the City Comptroller, is authorized to execute subsequent revisions to the reimbursement agreement relative to budgetary revisions, provided, however, that no such revision shall result in additional costs to the City of Chicago.

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

Exhibit A attached to this ordinance reads as follows:

This Agreement, entered into as of the _____ day of _____, 19__ by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "City"), and the Chicago Area Transportation Study (CATS) (hereinafter referred to as the "Agency").

WITNESSETH:

Whereas, the City proposes to undertake a ridesharing demonstration project entitled "Shared Taxi Riding/Group Loading Program," hereinafter referred to as the "Project," in Cook County, Illinois; and

Whereas, the City has made application to the Federal Highway Administration's National Ridesharing Discretionary Program for financial assistance for the Project in accordance with Federal Register Vol. 45, No. 232, December 1, 1980; and

Whereas, the Federal Highway Administration (FHWA) has approved such application to be funded in the amount of \$60,000 from National Ridesharing Discretionary funds to be matched with \$20,000 from City funds; and

Whereas, the Urban Mass Transportation Administration (UMTA) has approved such application to be funded in the amount of \$72,000 from its Innovative Grant (4i) Program Funds to be matched with \$18,000 from City funds; and

Whereas, FHWA requires that the National Ridesharing Discretionary funds and the UMTA Innovative Grant (4i) Program Funds be administered by and through the Illinois Department of Transportation (IDOT); and

Whereas, the Illinois Department of Transportation requires a written agreement between the City as applicant and administrator of the Project and the reimbursement agency as Subcontractor;

Now, Therefore, the parties hereto do mutually agree as follows:

1. *Scope of Services.* The Agency shall, in a satisfactory manner, participate in the evaluation of the Project as specified in Appendix A attached. Changes in the scope of services and work component budget are not to occur unless such revisions are approved by the City and IDOT.
2. *Time of Services.* All work on Project No. NRD 0512 should commence upon written notification by the City to the Agency and end on December 31, 1982, unless a time extension is mutually agreed upon by the City and the Agency.
3. *Reports.* The Agency shall provide quarterly accounting reports to the City. Narrative progress reports shall be submitted to the City who shall incorporate them into progress reports and then forward them to IDOT who shall in turn forward them to FHWA.
4. *Subcontracts.* Assignment of any portion of work by subcontract must be approved by the City. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the Agency, including the manner in which it will be effectuated and the basis for settlement.
5. *Prohibited Interest.* No member, officer, or employee of the City or the Agency shall have any interest, direct or indirect, in this subcontract or the proceeds thereof.
6. *Termination for Default.* If, through any cause, the Agency shall default in performance of this contract in accordance with its terms, and has failed to cure said default within thirty (30) days after receipt of a notice specifying said default, the City may terminate this Contract.
7. *Termination for Convenience.* The City may terminate this Contract, or any portion of service to be performed herein provided that thirty (30) days notice in writing has been given to the Agency. Payment for the work performed before the effective date of said termination shall be based upon an estimate of the services actually performed by the Agency to the date of termination. Said estimate shall be approved by IDOT. Payment made to the Agency shall be in full settlement for services rendered under this Contract. If this Contract is terminated due to the fault of the Agency, the previous section hereto relative to termination shall apply.
8. *Method of Payment.* The City shall make payments to the Agency pursuant to billings submitted quarterly and approved by the City, setting forth the services performed during said billing period and attaching thereto copies of any expenses incurred. If, due to inappropriate action taken by the Agency, IDOT refuses to reimburse the City for billing already paid to the Agency by the City, the Agency shall return the payment to the City upon request. It is understood that the progress reports compiled by the City (see paragraph 3 above) are to be used to satisfy IDOT reporting requirements. Additional reports may be submitted at the discretion of the Agency.
9. *Record Retention.* Financial records, supporting documents statistical records, and all other records pertinent to Project Number NRD 0512 shall be retained for a period of three years after the submission of the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.
10. *Compensation.* The Agency shall receive reimbursement for actual cost of computer time, commodities, non-labor and labor, which includes the prevailing overhead rate. All cost will be reimbursed to the extent that they are eligible and in compliance with Federal Procurement Regulations, Subpart 15.1 and 15.7 and the Federal Highway Program Manual 1-4-5; 1-7-2 and 4-1-2 subject to an upper limit of \$25,000.

11. *Audit and Inspection of Records.* The Agency shall preserve and produce upon request of the authorized representatives of the City or IDOT, all data, records, reports, correspondence and memoranda of every description of the Agency relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three years after completion of the project.
12. *Interest of Members of or Delegates to Congress.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
13. *Equal Employment Opportunity and Minority Business Enterprise.* The Agency shall submit to the Department of Consumer Services written documentation within sixty (60) days of the execution of the reimbursement agreement or grant contract, whichever is later, certification of compliance with the rules and regulations of IDOT relative to EEO, MBE and other provisions of Title VI of the Civil Rights Act of 1964, as approved by IDOT. If for any reason, the Agency loses its IDOT certification for any of the Title VI provisions, the City may withhold payment until IDOT's ruling of the eligibility of the Agency to continue to receive funds is made or until payment for work undertaken by the Agency is made by IDOT.
14. *Terms and Conditions.* The terms, conditions, and requirements imposed upon the City as grantee by virtue of the aforesaid Grant Contract from IDOT are incorporated into this Agreement and are herewith imposed upon the Agency.
15. *Notice.* All notices and communications hereunder between the parties are to be directed to the City, addressed to Karen Petite, Commissioner of Consumer Services, Room 808, City Hall, Chicago, Illinois 60602, and to the Agency, addressed to:

Mr. Aristide E. Biciunas
Executive Director
Chicago Area Transportation Study
300 West Adams Street
Chicago, Illinois 60606.

16. *Fund Chargeable.* Expenditures incurred under the Project shall be payable by the City from the appropriate funds as shown below, subject to the availability of money contained therein.

<i>Grant Number</i>	<i>Fund Number</i>	<i>Dollar Amount</i>
NRD 0512	655	\$ 25,000.

17. *Approval of IDOT.* This Agreement shall not be effective until approved by appropriate officials of the Illinois Department of Transportation

In Witness Whereof, the City and the Agency have executed the Agreement as of the date first written above.

[Signature forms omitted for printing purposes]

Appendix "A" attached to the Reimbursement Agreement reads as follows:

APPENDIX "A"

Shared Taxi Riding/Group Loading Program
Project Number NRD 0512
Scope of Services

- 1.0 Purpose -- To participate in the evaluation of a ridesharing demonstration project entitled "Shared Taxi Riding/Group Loading Program."
- 2.0 Methods:
 - 2.1 The participation will involve the determination of items of data which provide sufficient information to measure the effectiveness of the Project. This participation can be divided into three groups:

- a) Invest and assemble before data;
 - b) Collect after data;
 - c) Evaluation.
- 2.2 The before survey shall consist of the following:
- 2.2.1 Investigation of existing data.
 - 2.2.2 Assemble existing data, such as:
 - 2.2.2.1 Taxi occupancy;
 - 2.2.2.2 Taxi complaints;
 - 2.2.2.3 Taxi revenue;
 - 2.2.2.4 CTA bus ridership.
- 2.3 The after survey will consist of collecting data for the same items listed in item 2.2.
- 2.4 Prepare report of before/after condition with recommendations of effectiveness.
- 3.0 End Products:
- Participation in the evaluation of the Project.
- 4.0 Budget:
- \$25,000.
- 5.0 Schedule:
- Schedule to be determined upon approval and execution of Reimbursement Agreement.

**Ordinance Amended Between City and FAA Concerning Control
Tower Utility Agreement for Premises Located at
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to amend an ordinance passed May 20, 1970 (C.J.P. pp. 8589-8591) concerning Control Tower Utility Agreement with Federal Aviation Administration for premises located at Chicago-O'Hare International Airport.

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

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

Nays--None.

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

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to an agreement with the Federal Aviation Administration at Chicago-O'Hare International Airport, as passed by the City Council May 20, 1970 (C.J.P. pp. 8589-8591), said amendment to be in the following form:

ARTICLE IV

High-Temperature Water

Based on June, 1981, study by Murphy/Jahn Architects - Engineers which shows that the current cost of generating high-temperature water has increased since 1978, from \$6.14 per million BTU to \$7.69 per million BTU. Therefore, the annual charge is changed from \$56,648.00 to \$70,949.00 per annum.

ARTICLE V

Inspection, High-Temperature Water System

The annual charge is changed from \$10,600.00 to \$13,540.00 per annum.

ARTICLE VI

Chilled Water

Based on June, 1981, study by Murphy/Jahn Architects - Engineers which shows that the current cost of generating chilled water has decreased since 1978, from .0436 per ton-hour to .0424 ton-hour. Therefore, the annual charge is changed from \$8,166.00 to \$6,131.00 per annum.

ARTICLE VII

Maintenance Cost for Tunnel Distribution System

Due to the escalation in maintenance cost of the entire Airport Tunnel Distribution System, the annual sum for Federal Aviation Administration's share is changed from \$9,000.00 to \$11,500.00 per annum.

Article XI of the Agreement DOT-FA70CE-5644 is amended as follows:

ARTICLE XI

"The price contained in this agreement may be renegotiated each year, prior to the issuance, for the first quarter, of a warrant for collection by the City of the expenses incurred in supplying high-temperature hot water and chilled cold water for the traffic control tower and base floor expansions. Such adjustments will not be made, however, of the annual costs detailed under Articles IV, V, VI and VII until documentation in support of any and all such adjustments is first forwarded to the Federal Aviation Administration, and subsequently acknowledged and accepted in writing by the Federal Aviation Administration."

As a result of the above increase by \$17,706.00 the annual total cost is changed from \$84,414.00 to \$102,120.00.

[Signature forms omitted for printing purposes]

[Amendment of Solicitation/Modification of Contract
printed on page 9667 of the Journal]

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
1. ~~AMENDMENT~~ MODIFICATION NO. 3		2. EFFECTIVE DATE 7/1/81		3. REQUISITION/PURCHASE REQUEST NO. AGL-400-81-243/285-0	
4. PROJECT NO. (If applicable)		5. ISSUED BY CODE Federal Aviation Administration Procurement Branch, AGL-57A 2300 East Devon Avenue Des Plaines, Illinois 60018			
6. ADMINISTERED BY (If other than block 5) CODE		7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE <i>(Street, city, country, state, and ZIP Code)</i> City of Chicago Department of Aviation City Hall, Room 1111 121 North LaSalle Street Chicago, Illinois 60602 8. ☐ AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) ☒ MODIFICATION OF CONTRACT/ORDER NO. DOT-FA70CE-5644 DATED 5/20/70 (See block 11)			
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS ☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
10. ACCOUNTING AND APPROPRIATION DATA (If required) Recurring Charge: 101.0/C8460/211/2373					
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) ☐ This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) ☒ This Supplemental Agreement is entered into pursuant to authority of <u>41 U.S.C.(c)(10) and letter from the City of Chicago, dated July 6, 1981.</u> It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF ~~CONTRACT~~ MODIFICATION This Modification is issued to cover the increases in cost involved in Articles IV, V, VI and VII. This is in accordance with Article XI. These increases are retroactive as of July 1, 1981.					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> original and <u>1</u> COP TO ISSUING OFFICE					
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)			17. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print)	
				19. DATE SIGNED	
See attached page for signatures					

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

**Ordinance Amending Sections 37.11 (a) and 37.11 (b)
of the Municipal Code of Chicago Adjusting
Landing Fee Rates at Chicago-O'Hare
International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize landing fee rates for non-scheduled commercial and private aircraft operations at Chicago-O'Hare International Airport.

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

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

Nays--None.

The following is said amended ordinance as passed:

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

SECTION 1. Sections 37-11 (a) and 37.11 (b) of Chapter 37 of the Municipal Code of Chicago are hereby amended by inserting the language in *Italics* and deleting the language bracketed as follows:

- 37-11 (a) For each landing at Chicago-O'Hare International Airport of an aircraft not operated by a scheduled airlines, and not a non-commercial private aircraft, [*\$1.029*] *\$1.095* per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be \$3.50.
- 37-11 (b) For each landing at Chicago-O'Hare International Airport of a non-commercial private aircraft [*\$1.029*] *\$1.095* per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be \$3.50.

SECTION 2. This ordinance shall be in force and effect beginning January 1, 1981 and ending (June 30, 1981) December 31, 1981.

**Amendatory Ordinance Concerning Agreement with Chicago
Budget Rent-A-Car, Inc. for Premises Located at
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending an ordinance passed on March 24, 1974, C.J. pp. 7880-7890, authorizing a Concession Agreement with Chicago Budget Rent-A-Car, Inc. for premises located at Chicago-O'Hare International Airport.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel, an amendment to an agreement authorized by ordinance passed by the City Council on March 22, 1974 (C.J.P. pp. 7880-7890), as amended, with Chicago Budget Rent-A-Car, Inc. at Chicago-O'Hare International Airport, said amendment to be in the following form:

This Agreement made and entered into, this _____ day of _____, A.D., 1981, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Chicago Budget Rent-A-Car, Inc., a corporation organized under and existing by virtue of the Laws of the State of Illinois, hereinafter referred to as "Concessionaire".

WITNESSETH:

Whereas, City and Concessionaire have heretofore entered into an agreement under date of March 22, 1974, authorized by the City Council, March 22, 1974 (C.J.P. pp. 7880-7890), as amended, hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Concessionaire certain premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Concessionaire hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be and provided for therein, are as follows:

1. Paragraph 2., *Permanant Service Area B*, as amended, appearing on page 8 under Section B of Article V, *Demised Premises*, reading as follows:

"Permanant Service Area B. Concessionaire shall have the right and privilege of using a service area for the maintenance, servicing, parking and storage of its vehicles consisting of 310,125 square feet as described more particularly on Revised Exhibit A-3, attached hereto and by this reference made a part hereof."

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

Permanant Service Area B. Concessionaire shall have the right and privilege of using a service area for the maintenance, servicing, parking and storage of its vehicles consisting of 320,620 square feet as described more particularly on Revised Exhibit A-3, attached hereto and by this reference made a part hereof.

2. Paragraph 2., appearing on page 14 under Section E of Article VI-Concession Fees - Minimum Guarantee - Rental Commitment, as amended, reading as follows:

"As rental for Service Area B hereinabove described in Article V, Section B., 2., Concessionaire shall pay to City the sum of Two Thousand Five Hundred Eighty-four and 38/100 (\$2,584.38) Dollars per month, predicated on an annual rental rate of Ten cents (10) per square foot, which sum shall be in addition to all other sums provided in this Agreement; provided, however, that the rental commitment set forth in this Section B., 4., shall commence on the date upon which a Certificate of Completion has been issued authorizing the use of the service building and other improvements erected or installed by Concessionaire upon Service Area B, or on that date which is thirteen (13) months (plus any authorized extensions) after the commencement of construction, whichever date shall first occur."

shall be and same is hereby changed. modified and further amended to read as follows:

"As rental for Service Area B hereinabove described in Article V, Section B., 2., Concessionaire shall pay to City the sum of Two Thousand Six Hundred Seventy-one and 83/100 (\$2,671.83) Dollars per month, predicated on an annual rental rate of Ten cents (10) per square foot, which sum shall be in addition to all other sums provided in this Agreement; provided, however, that the rental commitment set forth in this Section B., 4., shall commence on the date upon which a Certificate of Completion has been issued authorizing the use of the service building and other improvements erected or installed by Concessionaire upon Service Area B, or on that date which is thirteen (13) months (plus any authorized extensions) after the commencement of construction, whichever date shall first occur."

It is therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Executions of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1981, (C.J.P. pp. _____).

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

[Signature Forms omitted for printing purposes]

[Exhibit attached to this ordinance is printed on page 9672 of this Journal]

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

**Execution of Agreement Authorized between City and the CTA
for Elevated Rehabilitation Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize an agreement in the amount of \$550,000.00 between the City of Chicago and the Chicago Transit Authority necessary to provide design and engineering for the Loop Elevated Rehabilitation Project.

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

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

Nays--None.

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

The following is said ordinance as passed:

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Purchasing Agent to approve, upon the approval of the Corporation Counsel as to form and legality, an Agreement between the Chicago Transit Authority and the City of Chicago wherein the Chicago Transit Authority will pay to the City of Chicago a sum not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) for certain professional services to be rendered for them by the City of Chicago Department of Public Works, the said Agreement to be in the following form:

[Agreement printed on pages 9673 - 9680 of this Journal]

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

"Attachment 2"

Assurances

The "First Party" assures that it will comply with all Federal requirements pertaining to standard contract clauses as set forth in UMTA Circular 4220.1, Appendix I and State of Illinois requirements as set forth in the IDOT Public Transportation Capital Improvement Grants Manual, "Standard Clauses and Provisions" (PP 32-38) as applicable.

Attachment 3

Scope and Description of Services:

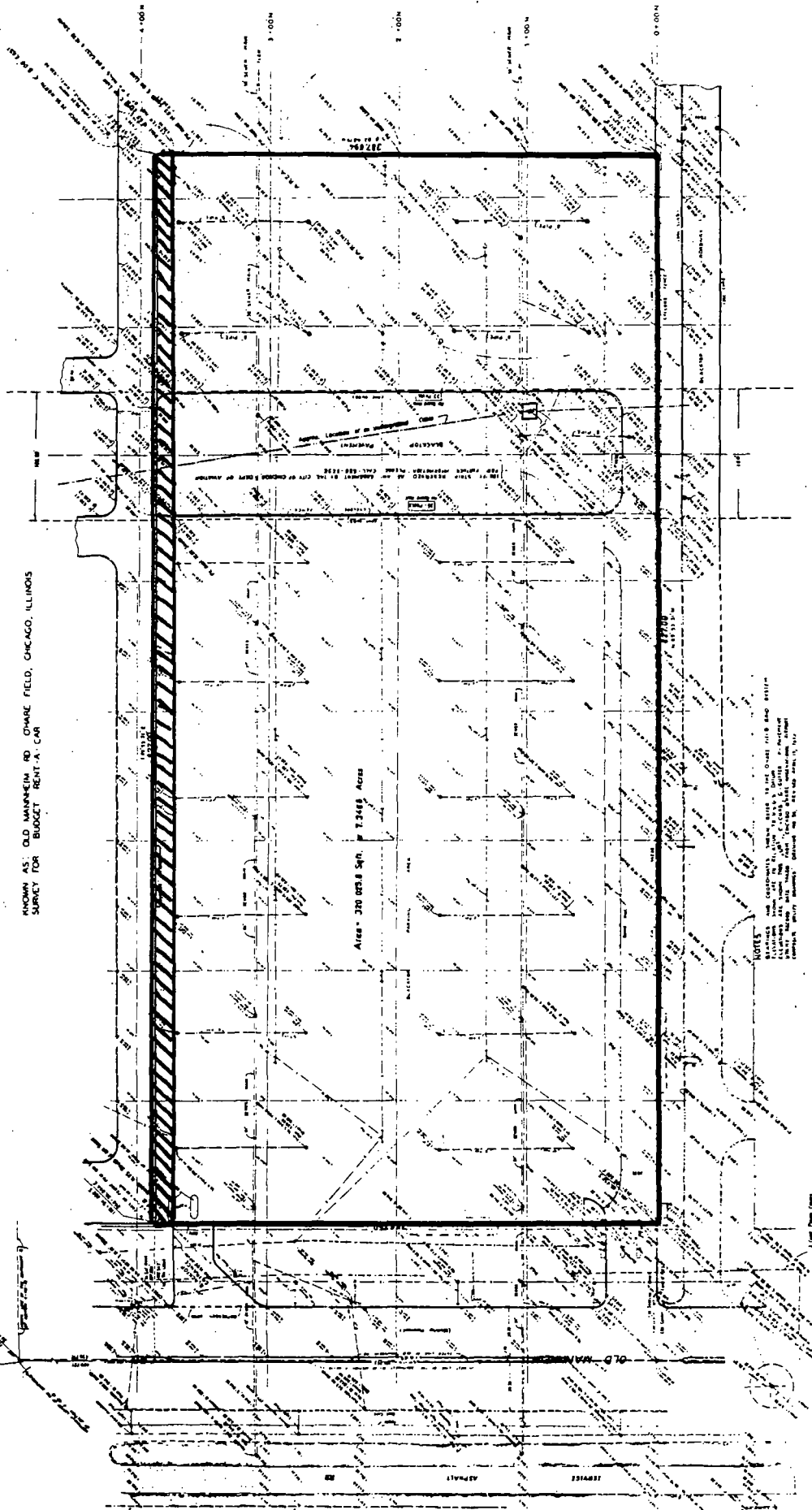
The "First Party" shall provide design and engineering services as required for the preparation of contract documents and construction estimates for bidding purposes for the following tasks.

1. A rapid transit station on the Loop Elevated Line at Madison and Wells Streets to include platform decking, canopies, stairs, railings, passenger shelters, station houses, fare collection areas, a platform crossover and structural elements.
2. An historic restoration of the existing station at Quincy and Wells Streets.

(Continued on page 9681)



KNOWN AS: OLD MANNHEIM RD. CHICAGO, ILLINOIS
 SURVEY FOR BUDGET RENT-A-CAR



Chicago-O'Hare
 International Airport
 Jane M. Byrne
 Mayor
 Airport Layout Plan
 Department of Aviation

Revised
 Exhibit #3

AGREEMENT CONTRACT
For Professional and Consulting Services
Government Participation

CHICAGO TRANSIT AUTHORITY
Chicago, Illinois

CONTRACT NO. _____

REQ. NO. _____

Agreement made in the City of Chicago, State of Illinois this _____

by and between THE CITY OF CHICAGO, acting through its DPW herein called "First Party" and Chicago Transit Authority, a municipal corporation, herein called "Second Party," WITNESSETH:

That for and in consideration of the promises and agreements hereinafter set forth to be kept and performed by the parties hereto respectively, (this agreement contract being subject to a financial assistance contract between Chicago Transit Authority, the U. S. Department of Transportation and the Illinois Department of Transportation), it is mutually agreed by and between the parties as follows:

Scope and Description of Services:

SEE ATTACHMENT 3

Terms of Payment for Services:

Net monthly invoices for services actually performed in accordance with "Attachment 1" Cost and Price Analysis and Documented Direct costs will be reimbursed by the "Second Party" within forty-five (45) days of submittal by the "First Party." The total fee is not to exceed \$550,000. Invoice charges will be billed by specific tasks as identified in the scope and

Time for Completion of Services: description of services.

"First Party" shall complete services within Twelve (12) months
from Thirty (30) days after the execution of this contract or other date specified.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

Contract Documents:

Whereas it is understood and agreed that the following (document, documents), a copy of which is hereto attached and marked Attachment No. 1 "Cost and Price Analysis"
" " 2 "Assurances"
" " 3 "Scope and Discription of Services"

is hereby made a part of this agreement contract as fully as though it were herein set forth at length.

Contract Changes:

Any proposed change in this contract shall be submitted to the Chicago Transit Authority for its prior approval.

Audit and Inspection of Records:

The consultant shall permit the authorized representatives of the Chicago Transit Authority, the U. S. Department of Transportation and the Comptroller General of the United States, and authorized representatives of the State of Illinois, to inspect and audit all data and records of the consultant relating to his performance and his subconsultant agreement contracts under the contract from date of the agreement contract through and until the expiration of three years after completion of the contract with which Federal and State of Illinois funds are used.

Reports and Records:

"First Party" shall prepare and furnish periodic work progress reports as required by the "Second Party."

"First Party" shall maintain records of all services performed and payable under this contract to show actual time spent and costs incurred.

Nondiscrimination:

"In connection with the execution of this agreement contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The consultant shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions 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."

Illinois Human Rights Act:

"During the performance of this agreement contract, the consultant agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That it will submit reports as required by the Illinois Human Rights Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Commission's Rules and Regulations for Public Contracts.

(3) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Commission's Rules and Regulations for Public Contracts.

(4) That it will include verbatim or by reference the provisions of the Illinois Human Rights Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Human Rights Commission in the event any subconsultant fails or refuses to comply therewith. In addition, no consultant will utilize any subconsultant declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

Interest of Member of Congress:

"No Member of or delegate to the Illinois General Assembly or Congress of the United States shall be admitted to any share or part of this agreement contract or to any benefit arising therefrom."

Prohibited Interest:

"No member, or officer, or employee of Chicago Transit Authority or a local public body with financial interest or control in this agreement contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this agreement contract or the proceeds thereof."

Minority and Women's Business Enterprise Participation:

In connection with the performance of this agreement contract, the "First Party" will cooperate with the "Second Party" in meeting his commitments and goals with regard to the maximum utilization of minority and women's business enterprises and will insure that minority and women's business enterprises shall have the maximum practicable opportunity to compete for subconsultant work under this contract.

"First Party" assures that MBE goals shall be applicable to this project, all in accordance with the guidelines of 49 C.F.R., Part 23 and the MBE participation procedures and goals as set forth in the "First Party's" Minority Business Enterprise Program approved by the U.S. Department of Transportation.

Patents:

"First Party" hereby binds itself, its successors or assigns to indemnify and save harmless "Second Party" from all loss, damage or expense on account of any suit or suits brought against it for alleged infringement of United States Letters Patent, covering any material and/or design specified in this agreement.

Insurance and Bonds:

"First Party" shall purchase and maintain at all times during performance of Services hereunder, insurance and/or bond coverage which will satisfactorily insure it against claims and liabilities which could arise because of the execution of this agreement, and in case of Professional Liability coverage required hereunder, said Professional Liability insurance coverage shall also be maintained for a minimum of N/A consecutive years following the completion of all services hereunder. The insurance and/or bond required shall be in the amount(s) set forth in the requirements of the insurance provisions of Specification No. Self-insured made a part of this agreement contract.

Subconsultants:

"First Party" shall submit for "Second Party's" approval all proposed subconsultants intended to furnish services under this contract.

Termination for Convenience:

"Second Party" reserves the right to terminate this agreement contract at any time after date of contract, with or without cause, by giving the "First Party" in writing, a notice of termination. The notice shall be mailed certified to the "First Party" at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The "Second Party" shall pay the "First Party" for the sums then due for acceptable services performed in accordance with this agreement contract and costs incurred in connection therewith up to the termination date.

Termination for Default:

"Second Party" shall terminate the agreement contract for default if the "First Party" fails to perform or comply with the terms of the contract. Notice of such termination will be mailed registered to "First Party" at his business address. Upon receipt of a termination notice, "First Party" has ten days in which all deliverables, prepared to date, shall be turned over to "Second Party". The "Second Party" shall pay "First Party" for the sums then due for acceptable services performed and documented termination cost incurred.

Contract Document Ownership:

All documents, including, but not limited to, specifications, tracings and drawings prepared by "First Party" in connection with the services called for under this agreement, at the termination or completion of said services, shall and do become the property of "Second Party." In the event the documents are used in conjunction with any other project than called for under this contract the "Second Party" will indemnify, keep and save harmless the "First Party", its agents, officials and employees against all suits or claims, rising out of the utilization of the documents in such other project.

Upon completion of any construction work related to the tasks specified in the Scope and Description of Services, the "First Party" shall turn over to the "Second Party" a copy of the original drawings with a record of all alterations made in the completed project as a final record of work "As-Built."

Assignments:

All of the provisions and conditions herein contained shall run to, bind, and inure to the benefits of, the heirs, executors, administrators and successors. No assignment of this agreement contract is permitted without the written consent of the Party of the Second Part.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate on the date and year first above written.

CITY OF CHICAGO

(First Party)

CHICAGO TRANSIT AUTHORITY

(Second Party)

By _____

By _____

Chairman
Chicago Transit BoardTitle Mayor

(if a corporation and signed by any person other than the President or Vice-President, a certified copy of resolution or by-law authorizing such person to sign, must accompany this agreement contract.)

BY _____

By _____

Title Corporation CounselTitle Commissioner of Public Works

By _____

By _____

Title Purchasing AgentTitle City Clerk

CTA 9819

CHICAGO TRANSIT AUTHORITY

Page 1 of 3

**CONSULTANT
COST AND PRICE ANALYSIS
FOR PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PROGRAM CONTRACTS
COST-PLUS-FIXED-FEE**

Name and Address of Firm

Dept. of Public Works
City of Chicago

Attachment No. 1

Title of Project

Loop Elev. Rehab.

Construction Budget \$7,670,000.00

CTA Job Order No.

DETAIL DESCRIPTION	ESTIMATED HOURS	RATE PER/HOUR	ESTIMATED COST
1. Direct Labor (technical)			
Bur. of Architecture			169,602.00
Bur. of Engineering			128,429.00
Bur. of Transportation			10,430.19
Total Line 1			308,461.19
2. Direct Labor (non-technical)			
Total Line 2			-
3. Burden (overhead)	BURDEN RATE	X BASE =	BURDEN (\$)
Bur. of Arch	.685	169,602.00	116,177.37
Bur. of Eng.	.827	128,429.00	106,210.00
Bur. of Trans.	.816	10,430.00	8,511.08
Total Line 3			230,898.64
4. "In-House" Cost Add Lines 1, 2 and 3			539,359.64
5. Profit (%) of Line 4			
6. Other Direct Costs			ESTIMATED COST
Reimbursables			10,640.36
Total Line 6			10,640.36
7. Direct Cost Expense (%) of Total Line 6			
8. Subconsultant Estimated Cost (from his line 8)			
9. Subconsultant Profit (from his line 9)			
10. General Administrative Expense (%) of Subconsultant line 10			
11. Total Project Estimated Cost (add your lines 4, 6 and 8)			550,000.00
12. Total Project Profit (add your lines 5, 7, 9 and 10)			
13. Total "Not-to-Exceed" Contract (add your lines 11 and 12)			550,000.00

COMPLETION SCHEDULE

Phase	Weeks
Schematic Design	10
CTA Review	
Design Development	16
CTA Review	
Construction Documents	26
UMTA, DPT, and CTA Review and Approval	
Total	52

Loop E1 Rehab
Cost & Price Analysis

Bur. of Architecture

<u>Detail Description</u>	<u>Estimated Hrs.</u>	<u>Rate Per/Hr.</u>	<u>Estimated Cost</u>
Coord. Arch I - Design	595	22.30	13,268.50
Coord. Arch I - Proj. Mgr.	595	22.30	13,268.50
Proj. Arch V	2212	15.60	34,507.20
Arch. III	2312	14.85	34,333.20
Arch II	2312	11.65	26,934.80
Arch I	2550	9.50	24,225.00
Specifications - Arch V	600	18.00	10,800.00
Estimating Engineer	480	19.50	9,360.00
Typists (3)	350	8.30	2,905.00
Burden @ .685 x 169602 =			116,177.37
Sub-Total			<u>\$285,779.37</u>

Bur. of Engineering

Engineer of Design	595	23.40	13,923.00
Supervising Engineer	745	20.40	15,198.00
Eng. Tech. VI	1040	17.00	17,680.00
Elec. Eng. V	640	18.80	12,032.00
Elec. Eng. III	1485	15.60	23,166.00
Mech. Eng. V	640	18.80	12,032.00
Mech. Eng. III	1485	15.60	23,166.00
Transportation Eng.	480	23.40	11,232.00
Burden @ .827 x 128429 =			106,210.00
Sub-Total			<u>\$234,639.00</u>

Bur. of Transportation

Chief Plan. Anal. CE IV	231	16.95	3,915.45
City Planner IV	154	13.29	2,046.66
Sr. Plan. Anal. III	154	12.64	1,946.56
City Planner II	231	10.92	2,522.52
Burden @ .816 x 10430.19 =			8,511.08
Sub-Total			<u>18,941.27</u>

March 2, 1982

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Reimbursables

50 Sets Prints/Spec (Per Proj.)
Graphics/Phot (Public Hearing)
Surveys

Sub-Total

Total (In House Cost)

3,506.36
3,484.00
3,650.00
10,640.36
\$550,000.00

(Continued from page 9671)

3. The complete design and engineering for a rapid transit station within the new Transportation Center Building located at Clark and Lake Streets to include stairs, railings, an elevator, station house, fare collection areas and structural elements.

The "Second Party" shall provide a staging plan, design and specification for signalization, communications, fare-control systems and graphics, for inclusion in the overall design and engineering documents.

As a fourth task, the "First Party" shall provide structural design services in conjunction with the rehabilitation of the elevated structure.

**Amendatory Ordinance Authorizing Revisions to Agreement between
the State of Illinois and City for Arterial Street
Resurfacing (North Portion).**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to amend an ordinance passed March 6, 1981 C.J. pp. 5543-5544 to authorize an agreement between the State of Illinois and the City of Chicago for a project entitled arterial Street Resurfacing 1980-1981 (North Portion).

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

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

Nays--None.

Alderman Frost 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 revision of the Arterial Street Resurfacing Project Agreement described therein, said agreement to be substantially in the following form:

Whereas, on May 8, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter call the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to resurface various northside streets, hereinafter referred to as the "Projects;" and

Whereas, The City and the State are desirous of deleting Item No. 2-Hamlin Blvd.-from Congress Parkway to Madison Street (\$221,000) in Project Group 3, and replacing it with a new item: Clinton Street from 14th Place to Lake Street (\$675,000), increasing the total cost from \$6,553,500 to \$7,007,000.

Now Therefore, Be It Agreed that the fourth "WHEREAS" Paragraph of the aforementioned Agreement is deleted therefrom and replaced by the following:

Project No. 1

City Section No. 80-09876-01-RS, State Job No. C-88-062-80, Federal Project IX-5000(215).

1. Chicago Avenue (FAU 1398) - Pulaski Road to Green Street - 3.6 miles

Project No. 2

City Section No. 80-09876-02-RS, State Job No. C-88-063-80, Federal Project IX-5000(216)

1. Fullerton Avenue (FAU 1376) - Narragansett Avenue to Sacramento Avenue - 4.3 miles

Project No. 3

City Section No. 80-09876-03-RS, State Job No. C-88-024-80, Federal Project IX-5000(182)

1. Webster Avenue (FAU 1383) - Sheffield Avenue to Clark Street - 0.8 miles
2. Clinton Street (FAU 2884) - 14th Place to Lake Street - 1.5 miles
3. Ohio Street (FAU 1400) - Michigan Avenue to Lake Shore Drive - 0.5 miles

Project No. 4

City Section No. 80-09876-04-RS, State Job No. C-88-064-80, Federal Project IX-5000(217)

1. Wilson Avenue (FAU 1364) - Damen Avenue to Marine Drive - 1.6 miles
2. Wells Street (FAU 2899) - Kinzie Avenue to Lincoln Avenue - 1.8 miles

Be It Further Agreed that Numbered Paragraph 9 of the aforementioned Agreement be revised to read as follows:

9. That the estimated costs of the resurfacing work covered herein are:

Project No. 1

Fullerton Avenue (Group 1)

Construction Supervision	\$	66,500
Contract Construction	\$	1,782,000
Force Account Construction		--

Total	\$	1,848,500
-------	----	-----------

Project No. 2

Chicago Avenue (Group 2)

Construction Supervision	\$	72,000
Contract Construction	\$	2,228,000
Force Account Construction		--

Total	\$	2,300,000
-------	----	-----------

Project No. 3

Webster, Clinton and Ohio (Group 3)

Construction Supervision	\$	47,500
Contract Construction	\$	1,290,000
Force Account Construction		--

Total	\$	1,337,500
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*Project No. 4**Wilson Avenue and Wells Street (Group 4)*

Construction Supervision	\$	57,000
Contract Construction	\$	1,464,000
Force Account Construction		--

Total	\$	1,521,000
-------	----	-----------

Grand Total	\$	7,007,000
-------------	----	-----------

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the estimated division of costs for all projects will be:

Federal Share (IX) (85% of \$7,007,000)	\$	5,955,950
Non-Federal Share (State) (15% of \$7,007,000)	\$	<u>1,051,050</u>
Estimated Grand Total	\$	7,007,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$1,156,155, 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 Numbered Paragraph 12 be added to the Agreement as follows:

12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 9.

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

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

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

[Signatures 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.

**Amendatory Ordinance Authorizing Revisions to Agreement
between State of Illinois and City for Arterial Street
Resurfacing (South Portion).**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to amend ordinance passed May 29, 1981 C.J. pp. 6189-6193 to authorize agreement between the State of Illinois and the City of Chicago for a project entitled Arterial Street Resurfacing 1980-1981 (South Portion).

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

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

Nays--None.

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

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

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

WHEREAS, on October 6, 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 resurface various Southside streets, hereinafter called the "Projects;" and

WHEREAS, the City and the State are desirous of deleting from the Agreement, the items and their costs as listed in Project Group I and making other changes.

Now, Therefore, Be It Agreed that the first "WHEREAS" Paragraph of the aforementioned Agreement is amended to delete the items listed in Project Group I and to re-title Project Groups II and III as follows:

Project Group A

City Section No. 80-09875-02-RS, State Job No. C-88-060-80, Federal Project IX-5000(199)

1. Jackson Blvd. (FAU 1422) - Western Ave. to Jefferson St. - 2.2 miles
2. Kedzie Ave. (FAU 2831) - Cermak Rd. to Madison St. - 2.0 miles

Project Group B

City Section No. 80-09875-03-RS, State Job No. C-88-023-80, Federal Project IX-5000(183)

1. Kostner Ave. (FAU 2813) - 31st St. to Flournoy St. - 2.5 miles
2. Madison St. (FAU 1419) - Austin Blvd. to Hamlin Ave. - 2.5 miles
3. Monroe St. (FAU 1420) - Green St. to Clinton St. - 0.5 miles

Be It Further Agreed that Numbered Paragraph 12 of the aforementioned Agreement be revised to read as follows:

"12. That the estimated costs of the resurfacing work covered herein are:

Jackson Blvd. (Group A)

Contract Construction	\$	890,000	
Field Supervision		35,000	
Total			\$925,000

Kedzie Ave. (Group A)

Contract Construction	\$	809,000	
Field Supervision		31,500	
Total			\$840,500
Grand Total Group A			\$1,765,500

Kostner Ave. (Group B)

Contract Construction	\$	1,312,600	
Force Account Construction		5,000	
Field Supervision		39,500	
Total			\$1,357,100

Madison St. (Group B)

Contract Construction	\$	1,338,900	
Field Supervision		40,500	
Total			\$1,379,400

Monroe St. (Group B)

Contract Construction	\$	262,500	
Field Supervision		<u>8,000</u>	
Total			\$ 270,500
Grand Total Group B			\$3,007,000

Estimated Grand Total \$4,772,500

Be It Further Agreed, That Numbered Paragraph 13 of the aforementioned Agreement be revised to read as follows:

13. That based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution highway projects, the estimated proportional participation in the project will be:

Federal Share (IX)	
(85% of \$4,772,500)	\$ 4,056,625
Non-Federal Share (State)	
(15% of \$4,772,500)	<u>\$ 715,875</u>
Estimated Grand Total	\$ 4,772,500

and that based upon said ratio, State Financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$787,462, 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 Numbered Paragraph 17 be added to the Agreement as follows:

17. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.

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

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

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

[Signature forms omitted for printing purposes]

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

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

**Execution of Agreement Authorized between State of
Illinois and City for Traffic Signal Modernization
Project at Various Locations.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize an agreement in the amount of \$1,215,000.00 for the Traffic Signal Modernization Project at various locations.

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

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

Nays--None.

Alderman Frost 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 City-wide traffic signal improvements described herein, said agreement to be substantially in the following form:

This Agreement entered into this ____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State," and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City."

WITNESSETH:

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

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

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

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with a City-wide traffic signal improvement project.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for the signalization improvements named and identified herein and to submit the same for approval by the State.
2. Subject to the State's authorization and concurrence, to perform force account construction for the traffic signal improvements in accordance with established procedures of the City and the State.
3. To finance the work pending progressive reimbursement by the State, of the Federal Share and Non-Federal (State) Share, and to prepare a complete and accurate breakdown of costs for each project financed by the City.
4. Upon completion of the signalization improvements, to maintain said improvements or cause said improvements to be maintained in a satisfactory manner.
5. To retain all project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

6. To reimburse the City for the Federal Share and Non-Federal (State) Share of the costs as incurred in connection with the force account construction of the improvements as hereinafter provided, upon receipt of progressive billing supported by documentation as required by the State and Federal Highway Administration.
7. To review without delay, all submittals including plans, specifications and estimates, and requests for authority to proceed with force account construction.

Now Be Therefore Resolved, The Parties Hereto Mutually Agree:

8. That the estimated costs of the signalization improvements covered under this agreement are:

City Section No. 81-13001-00-TL
State Job No. C-88-092-80
State Section No. 2728.1-TS(80)
Federal Project No. IX-5000(263)

Broadway (FAU 2865) at Devon Avenue/Sheridan Road

Force Account	\$	320,000
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Congress Parkway (FAU 1424) at Congress Plaza

Force Account	\$	140,000
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Garfield Blvd. (FAU 1505) at Princeton Avenue

Force Account	\$	150,000
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State Street (FAU 2907)/ Lafayette Avenue (FAU 2905) at 76th Street

Force Account	\$	150,000
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Western Avenue/Blvd. (FAU 2844) at Pershing Road

Force Account	\$	150,000
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Dearborn Street (FAU 2904) at Chicago Avenue

Force Account	\$	85,000
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South Lake Shore Drive (FAP 525) at Jackson Blvd.

Force Account	\$	110,000
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Halsted Street (FAP 876) at 115th Street

Force Account	\$	15,000
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Halsted Street (FAP 876) at 79th Street

Force Account	\$	<u>95,000</u>
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Total:	\$	<u>1,215,000</u>
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and that based upon the current ratio of Federal to Non-Federal funds for Interstate Road Substitution Projects, the estimated division of costs for all projects will be:

Federal Share (IX): (85% of \$1,215,000)	\$	1,032,750
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Non-Federal Share (State) (15% of \$1,215,000)	\$	<u>182,250</u>
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Total:	\$	<u>1,215,000</u>
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and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$200,475, with any Non-Federal Share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 8.
10. That standard Federal-aid procedures and requirements apply to all phases of this project.
11. That this Agreement and the covenants contained herein shall be null and void in the event none of the force account construction is begun, prior to December 31, 1984.

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

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

[Signature forms omitted for printing purposes]

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

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

**Execution of Agreement Authorized between State of
Illinois and City for Various Projects in the
FAU Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize agreement between the State of Illinois and the City of Chicago for various project improvements from the Federal-Aid Urban Program (Preliminary Engineering II) in the amount of \$5,170,000.00.

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

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

Nays--None.

Alderman Frost 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 for FAUP Preliminary Engineering II of Projects in the City's Federal-Aid Urban Program described therein, said agreement to be substantially in the following form:

This Agreement is entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State," and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City."

WITNESSETH:

Whereas, the State and City, in the interest of providing safe and efficient movement of vehicular and pedestrian traffic, are desirous of improving portions of various Federal-Aid Urban and Primary routes located in the City of Chicago; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies, an Environmental Assessment and a Design Report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right of way acquisition, contract construction and force account construction, all of which is hereinafter referred to as "Preliminary Engineering"; and

Whereas, the improvements included hereunder, together with the designated project numbers and estimated "Preliminary Engineering" and construction costs for each are listed on Exhibit A of this Agreement; and

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

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

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

1. The City, either with its own forces or in conjunction with a competent consulting engineering firm approved by the State and the Federal Highway Administration, shall make all surveys, compile the data and prepare the design and Location Studies, hold the required Public Hearings, make the Environmental Assessments and prepare the Final Design Reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the projects included hereunder, all of which is considered to be "Preliminary Engineering."
2. The City has appropriated, or shall appropriate, such funds as are necessary to pay for the "Preliminary Engineering" as herein specified, and shall keep a complete and accurate breakdown for each separate project included hereunder.
3. The State shall give administrative assistance and guidance to the City during the performance of said "Preliminary Engineering", and shall review and submit to the Federal Highway Administration, without delay, all submittals which require Federal review, approval, or other action.
4. The State shall request Federal participation in the costs of the "Preliminary Engineering", and shall reimburse the City for the State and Federal shares of said costs on the basis of periodic billings. These billings shall be supported by documentation as required by the State and the Federal Highway Administration, and if the engineering is performed by a consultant, the billings shall show evidence of payment by the City. Five percent (5%) of the sum of the State and Federal shares of "Preliminary Engineering" shall be withheld pending an audit of the City's records.
5. It is mutually agreed that the total cost of "Preliminary Engineering" described herein shall not exceed \$5,170,000.00 without prior approval of the State and the Federal Highway Administration.
6. It is mutually agreed that all costs which are determined to be ineligible for Federal-Aid participation, and all costs in excess of \$5,170,000.00 which are incurred without prior approval of the State and the Federal Highway Administration, shall be borne 100% by the City.
7. The City agrees to retain all individual project records and to make them available for audit by State and Federal auditors during the individual project development stages, and for a period of three years after final acceptance of each project.

8. It is mutually agreed that quarterly progress meetings will be held, at which all parties to this Agreement will report on the status of all phases of the work described herein. Such meetings will be called jointly by the City and the State.
9. It is mutually agreed that the costs for all "Preliminary Engineering" included under this Agreement shall be allocated as follows:

State (24.82%)---- \$1,283,200.00
Federal (75.18%)---\$3,886,800.00
10. It is mutually agreed that standard Federal-Aid procedures and requirements shall apply to all phases of all projects covered by this Agreements.
11. This Agreement and the covenants contained herein shall be null and void when State reimbursement to the City as described in Paragraph 4 of this Agreement reaches Five Million, One Hundred Seventy Thousand Dollars (\$5,170,000.00) (or a larger amount approved by the State and the Federal Highway Administration, as stipulated in Paragraph 5 of this Agreement), or when all projects programmed under this Agreement are completed or upon reaching October 1, 1987.
12. This Agreement shall be binding upon and inure to the benefit of parties hereto, their successors and assigns.
13. That the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 5.

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

[Signature forms omitted for printing purposes]

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

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

[Exhibit A printed on page 9693 of this Journal]

**Authority Granted to Advertise for Sale Property Held in Trust for the
Use of Schools Located at No. 4434 S. Lake Park Av.**

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

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held January 13, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held January 13, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

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

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

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

Lots 1, 2 and 3 in Barry's Subdivision of Lot 18 and the North 22 feet of Lot 19 in Bliss and Waite's Subdivision of that part West of Hyde Park Avenue of the North half in Block 4 in the Subdivision by Executors of E. K. Hubbard of the East half of the South West quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

Lot 19 (except the North 22 feet) and Lot 20 in Bliss and Waite's Subdivision of that West of Hyde Park Avenue of the North half in Block 4 in the Subdivision, aforesaid

also

Lots 1 to 6, both inclusive, in Medill's Subdivision of the South half (except the North 16½ feet thereof) in Block 4 in the Subdivision, aforesaid

also

Lots 1 to 5, both inclusive, in Mary Ann Halley's Subdivision of Lots 1, 2 and 3 in Greenwood Park Subdivision, in Block in the Subdivision of the East half of the South West quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

Lots 4, 5, 6 and 7 in Greenwood Park Subdivision in Block 4 in the Subdivision of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

All that part of the North and South sixteen (16) foot public alley adjoining the above aforesaid lots as vacated by Ordinance of September 25, 1958 and Recorded October 27, 1958 as document No. 17358552, also subject to the rights of the public and the City of Chicago in and to the South sixteen (16) feet of Lot 7 in Greenwood Park Subdivision in Block 4 in subdivision aforesaid, opened as a public alley in the above Ordinance of September 25, 1958 and Recorded October 27, 1958 as Document No. 17358552, subject to existing lease which expires February 28, 1983,

which land has a frontage of 211.75 ft. on East 44th Street, 142.31 ft. on S. Lake Park Avenue, 309.65 ft. on S. Woodlawn Avenue and 238 ft. on S. University and contains approximately 96,700 sq. ft., is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

(Continued on page 9694)

EXHIBIT A
City of Chicago Improvements Included in a Joint City-State
Agreement for FAU (2) Preliminary Engineering Funds

February 19, 1982

No.	FEDRL PROJ.#	ROUTE	STREET	LOCATION	IMPROVEMENT	ESTIMATED COSTS	
						Construction	Prelim. Engr.
1.	M-5000()	FAU 2853	Ashtland Avenue	@ Pershing Overpass	Partial reconstruction	\$ 1,800,000	\$ 150,000
2.	M-5000(373)	FAU 2875	Broadway	Diversey to Halsted/Grace	Resurface/Sig. (Ph II)	1,500,000	150,000*
3.	M-5000(308)	FAU 2909	Clark Street	14th to Cermak Road	New Construction	3,500,000	400,000
4.	M-5000()	FAU 2848	Damen Ave. Viad.	39th to 47th Streets	Partial reconstruction	3,600,000	200,000
5.	M-5000(104)	FAU 1360	Foster Avenue	Canfield to E. River Rd.	New Construction	3,100,000	300,000
6.	M-5000(131)	FAU 1429	Harrison Street	West of Chicago River	Viaduct rehab (Ph II)	3,700,000	50,000
7.	M-5000()	FAU 2814	Kostner Avenue	Armitage to Belmont	Widen/Resurfacing	3,300,000	495,000
8.	M-5000()	FAU 2900	LaSalle Street	@ Jackson Blvd.	Intersection improv.	250,000	40,000
9.	M-5000(116)	FAU 2911	Michigan Avenue	Grand to Chicago River	Viaduct rehab. (Ph II)	5,000,000	160,000*
10.	F-525 (49)	FAP 525	N. Lake Shore Dr.	Belmont & Fullerton Aves.	Ramp Improvmts. (Ph II)	1,100,000	75,000*
11.	M-5000()	FAU 1440	Roosevelt Road	Michigan to S. LSD	New construction	10,000,000	900,000
12.	M-5000()	FAU 2872	Sheridan Road	@ 6400 N./Devon	Widen curve radius	75,000	30,000
13.	M-5000()	FAU 3516	So. Shore Drive	@ 79th Street	Intersection improv.	500,000	75,000
14.	M-5000()	FAU 2908	State Street	@ Adams/Jackson/Madison	Radial improvements	150,000	45,000
15.	M-5000()	FAU 1423	Vanburen Street	West of Chicago River	Viaduct rehabilitation	2,100,000	200,000
16.	M-5000()	FAU 2843	Western Avenue	@ Belmont Overpass	Partial reconstruction	1,800,000	150,000
17.	M-5000()	FAU 2915	23rd St. W. Plaza.	@ M. L. King Dr.	Viaduct rehabilitation	4,000,000	350,000
18.	M-5000()	FAU 1465	31st Street	LaSalle to Lake Park Ave	Widen/Resurface	4,000,000	500,000
19.	M-5000(190)	FAU 1582	110th Street	Calumet Expy. to Torrence	New Construction	10,000,000	550,000
20.	M-5000(191)	FAU 1410	116th Street	Stony Island to Torrence	New Construction	2,900,000	150,000
21.	M-5000(192)	FAU 1586	122nd Street	Stony Island to Torrence	New constr. (Ph II)	4,500,000	200,000*
TOTAL: \$ 5,170,000							

* These Phase II P.E. projects have Phase I funded from the FAU(1) CSA, executed 3/19/80.

(Continued from 9692)

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

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

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

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

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

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

Nays--Alderman Marcin-1.

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

**Authority Granted for Acquisition of Property Necessary for
the Construction of the Division Street Bridge over the
North Branch of the Chicago River.**

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

WHEREAS, The City Council of the City of Chicago on November 20, 1972, Council Journal pages 4060 to 4063 inclusive, passed an ordinance authorizing the execution of an agreement with the State of Illinois for the improvement, design, construction and right of way for the West Division Street Bridge over the North Branch of the Chicago River; and

WHEREAS, As a part of the improvement of the West Division Street Bridge it is desirable and necessary for the City of Chicago to acquire title to property required for aforesaid improvement; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is hereby granted authority to acquire the real property and temporary construction easements, necessary for the replacement of West Division Street Bridge over the North Branch of the Chicago River, which includes a new bridge, pavement, curbing, sidewalks and appurtenances, and other incidental work that may be necessary.

SECTION 2. The real property to be acquired is legally described as follows:

Parcel 1

That part of Lots 16 to 22 both inclusive in Block 25 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian lying westerly of the following described line; beginning at a point on the south line of lot 22 which is 95.00 feet east of the southwest corner of said lot 22, thence northwesterly along a straight line which forms an angle of 52 degrees 24 minutes

50 seconds, as measured from the west to the northwest from said south line of lot 22, a distance of 335.00 feet; thence continuing northwesterly along a straight line which forms an angle of 163 degrees 58 minutes 31 seconds, as measured from the southeast through the east and north to the northwest from the last described line a distance of 204.00 feet to a point on the westerly line of lot 16.

Parcel 2

That part of Block 20 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian and that part of vacated Deiden's Subdivision in the Southwest quarter (S.W. ¼) of aforementioned Section 5 lying South of the South line of West Division Street and westerly of the westerly line of North Elston Avenue and easterly of the following described line; beginning at a point on the south line of West Division Street 45.16 feet west of its intersection with the westerly line of North Elston Avenue; thence Southeasterly along a straight line, which forms an angle of 51 degrees 01 minutes 46 seconds, as measured from the east to the southeast from the south line of West Division Street, a distance of 19.44 feet to a point of curve; thence continuing southeasterly along a curve concave to the Southwest and having a radius of 1,397.84 feet, a distance of 316.71 feet; thence northeasterly along a straight line drawn perpendicularly from the westerly line of North Elston Avenue a distance of 0.50 feet to the westerly line of North Elston Avenue.

Parcel 3

That part of Block 19 and a strip of land easterly of said Block 19, if any in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian lying northerly of the following described line, beginning at a point on the easterly line of North Elston Avenue, being the westerly line of said Block 19, said point being 5.01 feet southeasterly of the intersection of the south line of West Division Street and the easterly line of North Elston Ave., as measured along said easterly line; thence easterly along a straight line which forms an angle of 63 degrees 58 minutes 54 seconds, as measured from the southeast to the east from the easterly line of North Elston Avenue to the westerly line of the North Branch of the Chicago River.

Parcel 4

The south 4.30 feet of Lot 25 in Block 51 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian and the south 4.30 feet of a strip of land lying easterly of the easterly dock line of the North Branch of the Chicago River, as established by an Ordinance passed by the City Council of the City of Chicago on March 23, 1904, and established by a quit claim deed recorded in the Office of the Recorder of Cook County, Illinois on May 19, 1904 as Document No. 3540703, and lying westerly of a line drawn perpendicularly to the north line of West Division Street, said line being 281.165 feet west of the intersection of the westerly line of North North Branch Street and the north line of West Division St., as measured along said north line.

Parcel 5

That part of Lot 1 in Block 78 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian and the land lying westerly of said Lot 1 and easterly of the easterly dock line of the North Branch of the Chicago River, as established by an Ordinance passed by the City Council of the City of Chicago on March 20, 1911, bounded and described as follows: beginning at a point on the south line of West Division Street which is 284.387 feet west of the westerly line of North North Branch St.; thence south along a line drawn perpendicularly from the south line of West Division Street, a distance of 1.33 feet; thence southwesterly along a straight line to a point which is 370.067 feet west of the westerly line of North North Branch Street, as measured along the south line of West Division Street, and 5.29 feet south of the south line of West Division Street, as measured perpendicularly; thence south along said perpendicularly drawn line, a distance of 5.15 feet to the easterly dock line of the North Branch of the Chicago River; thence northwesterly along said dock line a distance of 23.45 feet to its intersection with the south line of West Division Street; thence east along said south line of West Division Street a distance of 106.67 feet to the point of beginning.

SECTION 3. The temporary construction easements are legally described as follows:

Parcel 1 T.E.

The south 15.00 feet of Lot 22 in Block 25 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, lying easterly of a straight line drawn from a point on the south line of said Lot 22 which is 95.00 feet east of the southwest corner of said Lot 22, said straight line forms an angle of 52 degrees 24 minutes 50 seconds, as measured from the west to the northwest from the south line of said Lot 22.

Parcel 3 T.E.

That part of Block 19 and a strip of land easterly of said Block 19, if any in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, lying northerly of a straight line bearing north 73 degrees 57 minutes 40 seconds east from a point on the easterly line of North Elston Avenue which has a bearing of south 25 degrees 59 minutes 20 seconds east, said point being 35.02 feet southeasterly of the intersection of the south line of West Division Street and the easterly line of North Elston Avenue, as measured along said easterly line, and southerly of the following described line, beginning at a point on the easterly line of North Elston Avenue, being the westerly line of said Block 19, said point being 5.01 feet southeasterly of the intersection of the south line of West Division Street and the easterly line of North Elston Avenue, as measured along said easterly line; thence easterly along a straight line which forms an angle of 63 degrees 58 minutes 54 seconds, as measured from the southeast to the east from the easterly line of North Elston Avenue to the westerly line of the North Branch of the Chicago River.

Parcel 4 T.E.

The south 6.30 feet of Lot 25 in Block 51 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian and the south 6.30 feet of a strip of land lying easterly of the dock line of the North Branch of the Chicago River, as established by an ordinance passed by the City Council of the City of Chicago on March 23, 1904, and established by a quit claim deed recorded in the Office of the Recorder of Cook County, Illinois on May 19, 1904 as Document No. 3540703, and lying westerly of a line drawn perpendicularly to the north line of West Division Street, said line being 42.205 feet west of the intersection of the westerly line of North North Branch Street and the north line of West Division St., except the south 4.30 feet lying westerly of a line drawn perpendicularly to the north line of West Division Street, said line being 281.165 feet west of the intersection of the westerly line of North North Branch Street and the north line of West Division Street, as measured along said north line.

Parcel 5 T.E.

That part of Lot 1 in Block 78 of Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian and the land lying westerly of said Lot 1 and easterly of the easterly dock line of the North Branch of the Chicago River, as established by an Ordinance passed by the City Council of the City of Chicago on March 20, 1911, bounded and described as follows: Commencing at a point on the south line of West Division Street which is 284.387 feet west of the westerly line of North North Branch Street; thence south along a line, (hereinafter referred to as "line A"), drawn perpendicularly from the south line of West Division Street a distance of 1.33 feet to the point of beginning; thence southwesterly along a straight line, (hereinafter referred to as "line B"), to a point which is 370.067 feet west of the westerly line of North North Branch Street, as measured along the south line of West Division Street and 5.29 feet south of the south line of West Division Street, as measured perpendicularly; thence south along said perpendicularly drawn line, a distance 5.15 feet to the easterly dock line of the North Branch of the Chicago River; thence southeasterly along said dock line to its intersection with a line 20 feet southerly of and parallel with "line B"; thence easterly along said parallel line to its intersection with "line A" extended south; thence north along said extended "line A" to the point of beginning.

SECTION 4. The Commissioner of Public Works is authorized and directed to obtain title information and appraisals, and to negotiate with the owner or owners for the purchase of the property described in Section Two (2) and Three (3) of this ordinance. In cases the Commissioner of Public Works is able to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, he is authorized to purchase said property for the agreed price subject to the approval of the City Council.

SECTION 5. In the case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any party thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for all street and highway use.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

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

Nays--None.

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

**Amendatory Ordinance Authorizing an Increase in the Allocation
of MFT Funds for the Maintenance and Repair of Sidewalks
during 1982.**

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

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

SECTION 1. That the amended ordinance passed by the City Council on February 10, 1982 and appearing on pages 9462-9463 of the Council Journal providing for the expenditure of Motor Fuel Tax Funds for the Maintenance and Repair of Sidewalk, and known as "Sidewalk Repair 1982" be and is hereby amended to increase the allocation from \$1,500,000.00 to \$2,000,000.00 so that Section 2 of the said ordinance shall read as follows:

SECTION 2. The City of Chicago will share equally with the owners of the property abutting defective sidewalks in the costs of the maintenance and repairs. In addition to City of Chicago will pay 75% of the cost of sidewalk repair for those Senior Citizens who own and occupy single family residences or apartment buildings of four (4) units or less. A Senior Citizen being defined as one who is at least 65 years of age. There is allocated from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago, the sum of \$2,000,000.00 which shall be the City's cost of the maintenance and repairs.

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

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

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

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

Nays--None.

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

**Allocation of M.F.T. Funds Authorized for Repairs to curbs,
and gutters in Improved Streets, County and State
Highways during 1982.**

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

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

SECTION 1. Authority is hereby granted to reconstruct curb and combined curb and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1982 and ending December 31, 1982. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$1,000,000.00 to be paid from that part of Motor Fuel Tax Funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$1,000,000.00 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1982 and ending December 31, 1982.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays--None.

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

**Allocation of M.F.T. Funds Authorized for Repairs to
Pavements in Improved Street, County or State
Highways during 1982.**

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1982 and ending December 31, 1982 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$5,000,000.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$5,000,000.00 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1982 and ending December 31, 1982.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operation department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays--None.

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

**Authorization to Decrease MFT Funds for Closing
Out New Street Construction Projects
(1977-1978).**

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

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

SECTION 1. That the projects listed below in Columns 1 and 2 having an ordinance passed by the City Council on the date and page indicated in Column 3, appropriating the amounts of Motor Fuel Tax Funds indicated in Column 4, be amended to the amounts set forth in Column 6.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 5 to the City's unobligated Non-arterial Residential Streets Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Project list attached to this ordinance reads as follows:

<i>M.F.T. Project Number</i>	<i>Title</i>	<i>Date & Page of Council Order</i>	<i>Amount of Council Order</i>	<i>Amount to be Transferred to Unobligated M.F.T. Fund</i>	<i>Amount of Amended Council Order</i>
5010	New Streets Construction 1977-10	9-28-77 Pages 5957-58	\$ 1,000,000.00	\$ 150,225.42	\$ 74,160.23
5011	New Streets Construction 1977-11	4-16-80 Page 2726	\$ 875,000.00	\$ 20,819.35	\$ 853,433.57
5012	New Streets Construction 1977-12	3-1-79 Pages 9630-31	\$ 995,000.00	\$ 18,432.24	\$ 969,429.18
5013	New Streets Construction 1977-13	11-29-78 Page 8764	\$ 1,100,000.00	\$ 48,954.75	\$ 980,248.60
5014	New Streets Construction 1977-14	9-13-78 Page 8228	\$ 1,330,000.00	\$ 69,836.29	\$ 1,171,343.86
5015	New Streets Construction 1977-15	11-14-78 Pages 8642-43	\$ 1,240,000.00	\$ 44,580.96	\$ 1,077,874.99
5020	New Streets Construction 1978-3	7-7-78 Page 8008	\$ 1,235,000.00	\$ 108,005.58	\$ 1,036,019.44

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

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

Nays--None.

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

**Authority Granted 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 (February 10, 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 said proposed ordinances was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

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

FREE PERMITS.

*Northwestern University.
No. 310 E. Superior St.*

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 renovating and remodeling of the 5th 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.

—
*Northwestern University.
No. 340 E. Superior St.*

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. 710 N. Lake Shore Drive for the 7th, 8th, 9th, and 10th floors -- Ward Medical School Building remodeling on the premises known as No. 303 E. Chicago Avenue.

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

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

*Northwestern University.
No. 340 E. Superior St.*

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 (Chicago campus), No. 710 N. Lake Shore Drive for remodeling of the 4th floor of the Searle Medical School Building on the premises known as No. 340 E. Superior Street.

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

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

St. Agnes Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to St. Agnes Church, No. 2648 W. Pershing Road for installation of 3 burners and 3 boiler burners by Voris Mechanical, Inc., No. 2945 N. Elston Avenue on the premises known as No. 2648 W. Pershing Road.

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

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

*LICENSE FEE EXEMPTIONS.
Hospitals.*

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 hospitals that are not operated for gain but where a charge is made for care of patients, shall be exempted from payment of the hospital license fee for the year 1982.

Columbus Hospital
No. 2521 N. Lakeview Avenue;

Frank Cuneo Memorial Hospital
No. 750 W. Montrose Avenue;

Mount Sinai Hospital Medical Center of Chicago
S. California Avenue at W. 15th Street;

St. Joseph Hospital
No. 2900 N. Lake Shore Drive.

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

Dispensary.

The Salvation Army.

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 following dispensary that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the license fee for the year 1982:

The Salvation Army, No. 506 N. Desplaines Street.

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

**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on February 10, 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>
Bethany Home and Hospital (sundry locations)	A1-106800	\$ 23.00
	A1-106799 (Elev.)	322.00
	B3-101204 (Pub. Place of Assmb.)	115.00
	C2-141584 (Refrg.)	368.00
	F4-129465	30.00
	F4-129468	47.50
	F4-130492 (Mech. Vents.)	120.00
	P1-109485	555.00
	P1-110268 (Fuel Burn. Equip.)	95.00
Catholic Theological Union No. 5401 S. Cornell Avenue	A1-112885 (Elev.)	46.00
Chicago Parents and Friends No. 10657 S. Buffalo Avenue	F4-121796 (Mech. Vent.)	15.00
Chicago Services for Work and Rehabilitation, No. 4001 W. Devon Avenue	P1-113592 (Fuel Burn. Equip.)	20.00

March 2, 1982

REPORTS OF COMMITTEES

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Children's Memorial Hospital (sundry locations)	B3-100845	103.50
	B3-100922	230.00
	B3-102237 (Bldg.)	69.00
	F4-126104	165.00
	F4-125864	180.00
	(Mech. Vent.)	
Congregation Ezras Israel No. 7001 N. California Avenue	C2-235098 (Refrg.)	97.00
	F4-131472 (Mech. Vent.)	52.50
Frank Cuneo Memorial Hospital/Sister Antonia Grondin, No. 4400 N. Clarendon Avenue	B3-100843 (Pub. Place of Assmb.)	34.50
	C2-141582 (Refrg.)	203.00
	F4-128123 (Mech. Vent.)	87.50
Evangelical Lutheran Church of Saint Luke, No. 1500 W. Belmont Avenue	F4-127073 (Mech. Vent.)	97.50
Gordon Technical High School No. 3607 N. California Avenue	P1-112054 (Fuel Burn. Equip.)	205.00
Jewish Family and Community No. 1 S. Franklin Street	F4-131200 (Mech. Vent.)	10.00
Lincoln Park Rehabilitation Center No. 2032 N. Clybourn Avenue	A1-107726 (Elev.)	103.00
	B1-110791	34.50
	B1-111214 (Bldg.)	34.50
	P1-107739 (Fuel Burn. Equip.)	150.00
Moody Bible Institute No. 820 N. LaSalle Street	F4-125113 (Mech. Vent.)	722.50
Nativity of Blessed Virgin Mary Church, No. 4952 S. Paulina Street	P1-113838 (Fuel Burn. Equip.)	40.00
Pacific Garden Mission No. 646 S. State Street	B2-161207 (Canopies)	75.00
Ravenswood Baptist Church No. 4455 N. Seeley Avenue	F4-129043	30.00
	F4-129044	10.00
	(Mech. Vent.)	
Resurrection Hospital/Sister Bonaventure, No. 7435 W. Talcott Avenue	B3-100841	195.50
	B3-101206	80.50
	B3-101207 (Bldg.)	57.50
	D-128863 (Sign)	7.50

St. Anne's Hospital (sundry locations)	A1-200019 A1-200022 (Elev.)	69.00 46.00
	P1-112555 (Fuel Burn. Equip.)	880.00
St. Anthony Hospital No. 2875 W. 19th Street	A1-110694 (Elev.)	184.00
	P1-110131 (Fuel Burn. Equip.)	490.00
St. Benedict Church No. 2215 W. Irving Park Road	B1-120230 (Bldg.)	23.00
St. Clare de Montefalco No. 5443 S. Washtenaw Avenue	P1-113848 (Fuel Burn. Equip.)	60.00
St. Elizabeth Hospital No. 1431 N. Claremont Avenue	B3-100897 (Pub. Place of Assmb.)	149.50
St. Francis DeSales Church No. 10201 S. Ewing Avenue	F4-025283 (Mech. Vent.)	32.50
St. Joseph Hospital No. 2900 N. Lake Shore Drive	A1-112591 A1-112592 (Elev.)	340.00 69.00
	B3-100931 B3-102241 (Pub. Place of Assmb.)	230.00 195.00
	F4-126566 (Mech. Vent.)	995.00
	P1-111213 (Fuel Burn. Equip.)	870.00
St. Martini Lutheran Church No. 1624 W. 51st Street	P1-113842 (Fuel Burn. Equip.)	40.00
St. Mary of Nazareth Hospital Center No. 2233 W. Division Street	B3-100866 B3-100865 (Pub. Place of Assmb.)	23.00 23.00
St. Peter's United Church of Christ No. 2895 N. Linder Avenue	B1-119776 (Bldg.)	46.00
	P1-113965 (Fuel Burn. Equip.)	40.00
St. Rose of Lima Church No. 1546 W. 48th Street	B1-121864 (Bldg.)	23.00
	P1-115160 (Fuel Burn. Equip.)	20.00
Twenty-Second Church of Christ Scientist, No. 5821 N. Nagle Avenue	F4-130581 (Mech. Vent.)	12.50
The University of Chicago No. 5801 S. Ellis Avenue	B3-101497 B3-101768 (Pub. Place of Assmb.)	23.00 23.00

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

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

Nays--None.

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

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

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

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

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

Nays--None.

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

The following are said orders as passed:

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

S. Albany Avenue from W. Roosevelt Road to W. Douglas Boulevard--Installation of 1,300 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$173,581.30, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37279.

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

Area of S. Ewing Avenue, E. 118th, E. 117th Streets and S. Avenue H--Installation of 1,309 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$193,383.86, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37282.

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

S. Kedzie Avenue from W. 111th to W. 114th Streets--Installation of 1,960 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$222,263.68, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37292.

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

S. Prairie Avenue from E. 113th to E. 115th Streets--Installation of 1,200 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$134,158.72, chargeable to Water Fund, 1982 Appropriation .553 Replacement.

The above work done under Order No. 37277.

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

S. Princeton Avenue from W. 27th to 31st Streets--Installation of 2,134 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$289,000.00, chargeable to 1982 Capital Improvement Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37280.

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

E. 97th Street from S. Commercial to S. Baltimore Avenues--Installation of 758 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$119,157.40, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37290.

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

E. 98th Street from S. Commercial to S. Baltimore Avenues--Installation of 704 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$84,048.53, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37293.

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

W. 104th Place from S. Wood Street to S. Prospect Avenue--Installation of 1,360 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$141,139.33, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37291.

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

W. 104th from S. Wood Street to S. Prospect Avenue--Installation of 1,378 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$132,066.75, chargeable to 1982 Appropriation Account Number 200-8285(7930).557--Betterment.

The above work done under Order No. 37287.

Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Police and Fire Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

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

Nays--None.

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

The following is said order as passed:

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

David Allen, 007726, District 9; injured August 29, 1981	\$ 55.00
Edgar B. Anderson, 017972, District 3; injured August 28, 1981	129.00

Howard Anderson, 012460, Enforcement Section; injured August 21, 1981	\$ 138.25
Rick L. Anderson, 013233, District 11; injured August 22, 1981	84.50
Charles E. Antol, 015482, Recruit Training; injured August 24, 1981	118.00
John E. Antonucci, 015399, District 14; injured August 25, 1981	109.12
Jonathan F. Antos, 015492, Recruit Training; injured August 27, 1981	242.00
John G. Arnold, 017553, District 7; injured August 3, 1981	60.00
Robert Barberio, 026965, District 9; injured August 13, 1981	176.00
Robert Barberio, 026965, District 9; injured August 30, 1981	99.60
Robert Barksdale, 027577, District 7; injured August 3, 1981	217.50
Jeffery Beilke, 037651, District 10; injured August 17, 1981	168.50
Everett Borders, 061654, Special Operations Group; injured August 17, 1981	106.15
Fred Brady, Jr., 067954, District 2; injured August 6, 1981	333.25
Gregory F. Bronsberg, 076120, District 10; injured August 23, 1981	177.50
Harry Brown, 079018, District 3; injured August 20, 1981	139.00
Robert P. Brown, 080879, Area 3 Property Crimes; injured August 12, 1981	127.00
Leslie Buckles, 084235, District 3; injured August 10, 1981	78.00
Michael Callahan, 100038, District 4; injured August 14, 1981	68.00
James G. Carroll, 109823, District 5; injured August 9, 1981	65.00
Earl Carter, 111221, District 2; injured August 6, 1981	121.00
Thomas Carvis, 112072, District 24; injured August 18, 1981	75.25
Nickolas P. Cesario, 118502, District 20; injured August 26, 1981	75.50
Gerald F. Ciesla, 124947, District 16; injured August 9, 1981	53.75
James W. Collins, 136068, Youth Division; injured August 21, 1981	111.00
Michael J. Connolly, 141450, District 4; injured August 18, 1981	267.25
Frank M. Cool, 145395, District 17; injured August 12, 1981	154.50
James R. Albrecht, 005559, District 1; injured August 23, 1981	61.00
Robert T. Allen, 008441, District 15; injured June 13, 1981	125.00
Raymond C. Binkowski, 049857, District 4; injured May 12, 1978	20.00

Michael J. Cozzi, 154005, District 21; injured August 8, 1981	\$ 276.50
Phyllis Dawson, 175206, Recruit Training; injured June 4, 1981	158.00
William V. Delaney, 182494, District 18; injured December 5, 1977	25.00
Redmond J. Egan, 219259, Mass Transit Unit; injured April 29, 1977	40.00
John R. Fleming, 247417, District 5; injured July 15, 1981	603.40
Steve Kaplan, 399755, District 19; injured July 22, 1981	130.00
Franklin Kelly, 408963, Cabrini Green-Vertical Patrol; injured February 18, 1977	25.00
John L. Guswiler, 317810, District 18; injured February 8, 1976	25.00
Rex Hayes, 331714, District 5; injured August 29, 1981	120.90
Anthony Heins, 336634, District 7; injured August 9, 1981	55.00
Oleon Hennings, 339457, District 2; injured August 29, 1981	208.00
William E. Hice, 342677, District 22; injured August 22, 1981	83.00
Judith A. Hilt, 392048, District 4; injured August 5, 1981	92.00
Arthur J. Holmes, 353075, District 2; injured August 10, 1981	50.00
Peter P. Hoogland, 354545, District 22; injured August 6, 1981	92.00
Bruce W. James, 375314, District 19; injured July 1, 1981	45.00
Ronald E. Johnson, 386798, District 7; injured July 21, 1981	531.45
Robert E. Kelly, 410713, District 13; injured July 22, 1981	89.00
Cornelius Morgan, 567226, District 6; injured January 14, 1981	180.50
Kevin J. O'Dea, 608589, Recruit Training; injured July 13, 1981	16.00
Herbert E. Redmond, 677493, District 8; injured October 24, 1980	142.00
Stanley Rimkus, 688266, District 11; injured May 29, 1981	106.00
John Robertson, 691948, Area 1 Violent Crimes; injured June 18, 1981	89.00
Brian J. Rybka, 712246, District 15; injured June 13, 1981	125.00
Lee A. Scott, 734238, District 13; injured July 18, 1981	12,652.06
William DeGeatano, 176640, District 11; injured May 26, 1981	2,566.40
Martin J. Radtke, 671203, District 9; injured August 6, 1981	64.00
William R. Reynolds, 683532, District 18; injured August 19, 1981	139.50
James W. Ruhnke, 706375, District 13; injured August 9, 1981	89.12
George A. Ruhnke, 706373, District 24; injured August 21, 1981	39.00

James Ryan, 709999, District 9; injured August 13, 1981	\$ 336.00
Timothy M. Sage, 713930, District 13; injured August 3, 1981	54.00
Carlos Saladino, 715305, District 14; injured August 9, 1981	53.00
Gregory A. Salvi, 715374, District 14; injured August 17, 1981	109.25
Robert Schaefer, 722947, Special Operations Group; injured August 19, 1981	55.50
Ralph G. Schauf, 723674, Special Operations Group; injured August 17, 1981	49.00
Gary J. Schneider, 727627, Recruit Training; injured August 14, 1981	25.25
John A. Sehr, 736351, District 7; injured August 18, 1981	76.00
Roger L. Shamley, 739659, District 14; injured August 11, 1981	109.12
Thomas J. Sheehan, 743130, District 10; injured August 7, 1981	156.50
Thomas Sheehan, 743180, District 5; injured August 16, 1981	68.40
Onetta R. Sias, 747568, District 15; injured August 9, 1981	113.00
Mario O. Silva, 749240, District 4; injured August 12, 1981	111.00
Gerald M. Small, 756336, District 20; injured August 20, 1981	98.50
John G. Strachan, 783667, District 19; injured June 10, 1976	40.00
Wayne M. Straza, 775876, District 10; injured August 3, 1981	70.00
Manual D. Suarez, 786939, District 18; injured May 11, 1977	25.00
Carl N. Zoch, 893760, District 15; injured June 21, 1981	65.50
John Brooks, Firefighter, Hook & Ladder 39; injured February 26, 1980	58.00
Michael W. Cecich, Paramedic in Charge, Ambulance 8; injured June 27, 1981	125.00
Thomas Conway, Paramedic in Charge, Ambulance 19; injured April 29, 1981	7.00
Robert Danaher, Firefighter, Hook & Ladder 52; injured October 30, 1981	11.81
Robert Davis, Firefighter, Engine Company 84; injured September 26, 1981	42.00
Richard Donati, Firefighter, Hook & Ladder 21; injured November 23, 1980	58.00
David Eurich, Lieutenant, Fire Academy; injured February 16, 1980	50.00
Donald Freza, Firefighter, Truck 39; injured September 6, 1981	12.00
Richard Galas, Paramedic, Ambulance 34; injured December 4, 1980	950.91
Willie Greer, Firefighter, Truck 7; injured December 19, 1980	42.00
George T. Grogan, Firefighter, Engine Company 84; injured April 16, 1981	35.00
John Healy, Lieutenant, Engine Company 54; injured July 23, 1981	52.00

Richard Ibata, Paramedic, Ambulance 13; injured October 21, 1981	\$ 40.40
Richard Kirby, Firefighter, Engine Company 126; injured March 16, 1978	20.00
Richard Kirby, Firefighter, Engine Company 100; injured May 25, 1978	35.00
Terry Lauesen, Firefighter, Truck 48; injured November 27, 1980	69.50
Walter Lemon, Engineer, Engine Company 100; injured September 28, 1981	169.00
Robert McDonald, Firefighter, Engine Company 96; injured July 7, 1981	12.00
John Micotto, Firefighter, Squad 2; injured July 7, 1981	10.00
Thomas O'Hara, Lieutenant, Engine Company 47; injured April 16, 1981	20.00
Frederick Patterson, Firefighter, Engine Company 16; injured October 12, 1981	61.00
Patrick Peterson, Firefighter, Engine Company 10; injured March 9, 1980	462.00
John Roudebush, Firefighter, Engine Company 5; injured June 6, 1980	1,151.90
Edward Ruder, Firefighter, Engine Company 123; injured May 30, 1981	30.00
Robert Sandrick, Firefighter, Engine Company 116; injured August 11, 1981	75.85
Joseph Santucci, Firefighter, Truck 21; injured April 1, 1981	15.00
James Sheeran, Lieutenant, Engine Company 93; injured January 9, 1980	50.00
Patrick S. Todd, Captain, Emergency Medical Service; injured July 29, 1981	47.75
Edward Waller, Paramedic, Ambulance 27; injured July 16, 1981	36.00
William O'Boyle, Captain, Squad 1; injured October 20, 1981	254.25
Rodney Pruitt, Firefighter, Fire Academy; injured September 28, 1981	10.00
Raymond Raddatz, Firefighter, Hook & Ladder 54; injured October 30, 1981	75.85
James M. Reem, Paramedic in Charge, Ambulance 33; injured August 3, 1981	150.50
John Roberts, Firefighter, Snorkel Squad 5; injured November 9, 1981	67.65
Warren Robinson, Firefighter, Fire Academy; injured September 21, 1981	10.00
Martin Roche, Engineer, Engine Company 107; injured October 26, 1981	317.00
Bradley Sanicki, Firefighter, Hook & Ladder 41; injured November 1, 1981	100.00
Michael J. Schetz, Firefighter, Truck 44; injured September 30, 1981	62.50
Gene Scott, Firefighter, Engine Company 16; injured October 12, 1981	61.00
Gene Scott, Firefighter, Engine Company 16; injured November 15, 1981	61.00
Larry J. Smith, Firefighter, Engine Company 123; injured October 7, 1981	111.00
Charles Spizzirri, Firefighter, Hook & Ladder 11; injured September 11, 1981	105.00

Robert Stevens, Firefighter, Snorkel Squad 5; injured November 9, 1981	\$ 73.90
Robert Strohm, Chief, Marine Unit; injured September 9, 1981	10.00
Robert Sutka, Firefighter, Engine Company 62; injured November 16, 1981	65.00
Raymond Thompson, Firefighter, Engine Company 123; injured November 1, 1981	164.51
John Tumpich, Firefighter, Hook & Ladder 50; injured November 9, 1981	94.50
Gregory Vicencio, Firefighter, Hook & Ladder 32; injured August 16, 1981	128.50
James Walsh, Firefighter, Hook & Ladder 1; injured September 17, 1981	84.25
Robert Walters, Lieutenant, 1st Relief District; injured November 5, 1981	324.25
David A. Williams, Paramedic, Ambulance 14; injured November 15, 1981	178.00
Edward Witowski, Firefighter, Hook & Ladder 50; injured November 9, 1981	68.40
Martin Zanin, Firefighter, Truck 18; injured April 23, 1981	112.00
Edward Zubeck, Firefighter, Hook & Ladder 41; injured October 9, 1981	35.00
Stanley Artiszewski, Firefighter, Hook & Ladder 35; injured August 28, 1981	340.00
Robert Aye, Firefighter, Engine Company 92; injured July 31, 1981	12.00
Robert Baldwin, Engineer, Engine Company 21; injured February 9, 1981	17.00
Louis Bajich, Firefighter, Engine Company 1; injured September 28, 1981	10.00
Gerald Cathcart, Firefighter, Truck 1; injured September 22, 1981	13,593.20
Thomas Convey, Firefighter, Hook & Ladder 55; injured October 26, 1981	208.00
Daniel Dahl, Firefighter, Engine Company 77; injured August 24, 1981	158.00
Rudolph Diaz, Firefighter, Hook & Ladder 30; injured November 11, 1981	100.00
Thomas Distefano, Firefighter, Engine Company 23; injured October 20, 1981	1,476.65
Richard Dorband, Firefighter, Fire Prevention Bureau; injured May 25, 1981	112.50
Charles F. Dougherty, Lieutenant, 5th District Relief; injured October 11, 1981	124.10
Charles F. Dougherty, Lieutenant, Engine Company 115; injured November 25, 1981	246.25
John Dwyer, Firefighter, Truck 1; injured November 5, 1981	448.75
Marshall Estes, Firefighter, Hook & Ladder 17; injured November 22, 1981	60.00
Michael Hardin, Firefighter, Fire Academy; injured August 3, 1981	10.00
Abdur-Rahman Hasin, Firefighter, Engine Company 29; injured June 7, 1981	65.40
Ronald Horist, Engineer, Engine Company 10; injured November 20, 1981	140.75
Omelan Hyckiewicz, Battalion Chief, Battalion 19; injured October 8, 1981	62.00

Lester Keys, Firefighter, Hook & Ladder 33; injured July 5, 1981	\$ 20.00
William Kleinick, Firefighter, Squad 5; injured November 4, 1981	223.00
Christopher K. Koster, Paramedic, Ambulance 4; injured November 25, 1981	37.00
Peter Lesko, Firefighter, Engine Company 81; injured October 7, 1981	83.83
Nickolas Longino, Firefighter, Engine Company 26; injured September 14, 1981	184.40
John Lukitsch, Firefighter, Hook & Ladder 53; injured October 1, 1981	94.50
Darryl McClinton, Firefighter, Engine Company 46; injured August 8, 1981	83.30
Craig McShane, Firefighter, Engine Company 42; injured August 14, 1981	65.55
Anthony Martorano, Firefighter, Squad 3; injured September 3, 1981	177.80
Chris Merritt, Firefighter, Engine Company 32; injured August 3, 1981	10.00
Julie Meyers, Paramedic, Ambulance 47; injured November 20, 1981	109.00
Wayne Morely, Firefighter, Fire Academy; injured September 28, 1981	10.00
James Muzzillo, Firefighter, Squad 2; injured October 31, 1981	133.75
Donald Nichols, Firefighter, Hook & Ladder 8; injured October 2, 1981	59.00;

and

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

Thomas M. Angelo, 014518, District 16; injured September 5, 1981	\$ 2,432.35
Thomas J. Barileau, 027335, District 19; injured August 12, 1981	40.00
Michael J. Belice, 037955, District 9; injured August 15, 1981	215.00
Bruno Brogi, 075690, District 24; injured August 15, 1981	62.00
Pamela J. Buckley, 084595, District 3; injured August 24, 1981	325.75

Philip A. Callozzo, 100526, Enforcement Section; injured August 9, 1981	\$ 53.75
Clark S. Campbell, 101304, District 7; injured August 26, 1981	540.00
John C. Coyne, 153540, District 7; injured May 29, 1981	11,543.91
Richard J. Curry, 163117, District 19; injured August 17, 1981	105.00
William V. Delaney, 182494, District 18; injured August 29, 1981	138.00
Manuel De LaTorre, 177076, District 14; injured August 3, 1981	182.00
Thomas M. Dempsey, 183959, District 16; injured August 4, 1981	247.50
Lenore Flaherty, 245180, District 9; injured August 15, 1981	61.20
Eugene M. Gizowski, 284315, District 2; injured August 5, 1981	64.00
Ernest A. Halvorsen, 316009, District 24; injured August 17, 1981	39.00
James E. Heslin, 341975, District 24; injured October 9, 1981	122.00
Alan B. Horwick, 357006, Enforcement Section; injured August 26, 1981	6,676.31
Vito A. Indelli, 367977, Enforcement Section; injured August 19, 1981	176.00
Joe D. Johnson, 385336, Enforcement Section; injured August 19, 1981	173.00
Thomas C. Kulekowskis, 430377, District 1; injured August 3, 1981	32.15
John C. Kurnat, 444473, District 11; injured August 26, 1981	158.45
John H. Lang, 451708, District 19; injured August 12, 1981	40.00
Tony Mugnolo, 573482, Enforcement Section; injured August 26, 1981	6,455.33
James F. Newton, 593004, District 9; injured August 15, 1981	127.00
Myron Reed, 678167, District 7; injured March 11, 1981	12,255.30
Thomas O'Donnell, 610259, District 17; injured July 7, 1980	147.50
John C. Chojnachi, 122173, Gang Crimes; injured April 4, 1981	161.00
Michael J. Diorio, 192057, Gang Crimes; injured November 22, 1981	156.00
Robert Dublinski, 207374, District 16; injured August 12, 1981	1,025.21
Paul R. Englin, 215962, District 3; injured March 2, 1981	6,436.15
Thomas Gaynor, 274434, District 8; injured August 10, 1981	70.00
Richard A. Hardesty, 320745, Gang Crimes; injured November 22, 1981	124.00
James T. Kennealy, 421442, Special Operations Group; injured August 19, 1981	156.00
James Learn, Jr., 459186, District 12; injured June 6, 1981	32.50
David C. Liepart, 461532, District 4; injured November 1, 1980	228.00

William Marback, 499364, District 8; injured August 10, 1981	\$ 75.00
William J. Morrisette, Jr., 569616, Gang Crimes; injured April 4, 1981	111.00
James Nowicki, 601395, District 15; injured June 5, 1981	74.30
Raymond W. Ranftl, 673797, District 7; injured August 29, 1981	110.00
Robert G. Reid, 679970, District 18; injured August 8, 1981	182.50
James R. Reilley, 680386, Detective Administration Division; injured August 27, 1981	860.00
Harry Ribich, 683935, District 7; injured August 24, 1981	35.00
Anthony Robles, 693500, District 14; injured August 3, 1981	127.50
Jose M. Rodriguez, 695125, District 14; injured August 18, 1981	80.00
George R. Romano, 697475, District 16; injured August 2, 1981	222.00
Robert F. Romanowski, 697917, Youth Division; injured August 14, 1981	121.00
LeRoy Rosen, 699801, District 24; injured August 26, 1981	74.85
Anthony J. Ruggiero, 706262, District 13; injured August 9, 1981	145.20
David P. Schmidt, 726607, District 18; injured August 20, 1981	220.00
Michael J. Shannon, 740347, Criminalistics Division; injured August 18, 1981	240.50
Robert Shotwell, 746982, District 21; injured October 7, 1981	61.00
Arthur Smith, 757134, District 19; injured July 6, 1981	45.00
Stanislaw J. Sobi, 764635, District 9; injured August 24, 1981	101.00
Frank Triplett, 818871, Loop Intersection; injured December 30, 1980	96.00
Johnnie Barnes, Firefighter, Engine Company 46; injured December 2, 1981	40.00
Herbert C. Bruns, Firefighter, Hook & Ladder 17; injured December 2, 1981	40.00
Edward Carone, Firefighter, Battalion 29; injured August 22, 1981	62.00
Samuel M. Clark, Paramedic, Ambulance 8; injured September 27, 1981	70.00
Gerald D. Dobbs, Supervisor Engineer, Repair Shops; injured March 4, 1981	27.00
Wayne Dust, Captain, Hook & Ladder 17; injured December 2, 1981	40.00
Edward Ehrhardt, Lieutenant, Fire Prevention Bureau; injured August 4, 1981	100.00
Stephan C. Fugaj, Paramedic in Charge, Ambulance 25; injured September 5, 1981	109.08
Keith Gansel, Paramedic in Charge, Ambulance 36; injured August 18, 1981	105.00
Edward Gavin, Captain, Squad 5; injured March 19, 1981	297.50
Anthony P. Gusich, Battalion Chief, Battalion 12 Relief; injured August 21, 1981	188.00

Michael Hill, Firefighter, Hook & Ladder 15; injured July 30, 1981	\$ 50.00
Omelan Hryckiewicz, Battalion Chief, Battalion 19; injured December 12, 1981	40.00
Victor Jaccino, Engineer, Engine Company 10; injured May 19, 1981	6,858.54
John P. Kavanaugh, Firefighter, Truck 17; injured December 2, 1981	40.00
Arthur Kieldyk, Firefighter, Squad 1; injured August 13, 1981	1,078.90
William Klodnicki, Firefighter, Engine Company 10; injured November 3, 1981	299.14
James LaGreca, Captain, Engine Company 26; injured April 3, 1981	25.00
Ronald Lelo, Captain, Engine Company 81; injured December 1, 1981	110.00
Lawrence Lempa, Firefighter, Engine Company 46; injured December 2, 1981	40.00
Val Mace, Firefighter, Engine Company 81; injured December 2, 1981	40.00
Joseph Mueller, Lieutenant, Truck 19; injured September 4, 1981	184.50
David A. Nelligan, Firefighter, Engine Company 129; injured February 1, 1981	135.00
Carl Ostrowski, Paramedic, Ambulance 9; injured June 24, 1981	75.70
Stephen S. Panchesin, Paramedic in Charge, 1st North Relief; injured October 31, 1981	46.50
John Pluta, Paramedic, Ambulance 10; injured May 1, 1981	60.00
Lawrence Pavlik, Firefighter, Engine Company 29; injured June 6, 1981	134.00
Ronald G. Regnier, Firefighter, Engine Company 46; injured December 2, 1981	40.00
John Rogers, Firefighter, Truck 17; injured December 2, 1981	40.00
Donald Senkpiel, Firefighter, Engine Company 26; injured April 13, 1980	52.00
Donald E. Smith, Lieutenant, Engine Company 72; injured December 2, 1981	40.00
Edgar Wagner, Lieutenant, Hook & Ladder 51; injured October 30, 1981	222.00
Steve Warner, Firefighter, Hook & Ladder 41; injured November 4, 1980	2,739.85
Robert Zange, Paramedic, Ambulance 19; injured August 25, 1981	179.00.

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

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

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

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

Nays--None.

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

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:

Vehicle License Refunds.

Department of Finance, City Comptroller:
Account No. 300.9112.990.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Nelia B. Apolinar, 5712 S. Maryland Avenue, Apt. 1 Chicago, Illinois 60637	P343912	\$ 40.00
Otto B. Leebelt, 9745 S. Bell Avenue, Chicago, Illinois 60643	S136563	20.00
James Williams, 3510 S. Rhodes Avenue, Apt. 1810, Chicago, Illinois 60653	P155194	40.00
Barbara Moore, 1641 W. Monterey, Chicago, Illinois 60643	P4305	40.00
Theodore Adams, 2512 W. Marquette Road, Chicago, Illinois 60649	A7069	50.00
Ann L. Simmons, 7325 S. Wabash Avenue, Chicago, Illinois 60619	P0341282	40.00
Walter Springfield, 1837 S. Millard, Chicago, Illinois 60623	S39088	20.00
Central Service Company, 1920 W. Peterson Avenue, Chicago, Illinois 60660	9021-9022-9023-9024 9025-9026-9027-9028	400.00

Vehicle License Refunds.

Department of Finance, City Comptroller:
Account No. 100.9112.934.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Ella Mae Turner, 4000 W. Taylor Street, Chicago, Illinois 60624	K-17830--Liquor	\$ 669.00

Alberto Bedoya, 3340 N. Pulaski Road, Chicago, Illinois 60641	230--Music-Dancing	\$ 107.00
James Matlock, 501-505 E. 47th Street, Chicago, Illinois 60653	K29784--Tobacco	160.00
Ned F. Wachelz d/b/a Industrial Equipment Service, 4908 W. Fullerton Avenue, Chicago, Illinois 60619	135--Machine Shop	180.00
Vas Liquor Incorporated c/o Tom Mulguly, 2300 N. Milwaukee Avenue, Chicago, Illinois, 60647	58--Food	50.00
Frank Bohak, 3651 W. Diversey Avenue, Chicago, Illinois 60647	10959--Food	25.00

Damage to Vehicle.

Fire Department: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Aetna Life and Casualty and Anna Clark, 230 W. Monroe Street, Chicago, Illinois 60606	7-23-81 18th Street and Damen Avenue	\$ 437.90

*Damage to Property.*Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Mary O'Dea, 5611 S. Homan Avenue, Chicago, Illinois 60629	7-31-81 5611 S. Homan Avenue	\$ 500.00
State Farm Insurance Company and Dorothy Kern, 955 W. 175th Street, Homewood, Illinois 60430	5-21-81 10400 S. Spaulding Avenue	275.50

Damage to Vehicle.

Department of Human Services: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Linda F. Projansky, 1316 W. Waveland Avenue, Chicago, Illinois 60613	11-14-81 Southport and Addison Streets	\$ 67.00

Permit Refunds.

Department of Inspectional Services: Account No. 100.912.934.

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Concreco Company, 6540 N. Mozart Street, Chicago, Illinois 60645	B-583308 B-583309	\$ 337.35

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Kenneth Schroeder, 531 S. Plymouth Court, Chicago, Illinois 60605	B-590817	\$ 67.95
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Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Chairmain O'Neal, 1158 N. Cleveland Avenue, Apt. 306, Chicago, Illinois 60610	7-21-80 1158 N. Cleveland Avenue	\$ 26.80
Theodore G. Tavriles, 4536 W. 99th Street, Oak Lawn, Illinois 60453	7-9-80 31st Street and Outer Drive	503.00
Diana F. Flores, 1916 N. Kedvale, Chicago, Illinois 60639	7-31-81 Southwest corner of Armitage and Kedzie	300.00

Damage to Property.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Michael O'Sullivan, 1636 N. Leclaire Avenue, Chicago, Illinois 60639	8-9-80 3914 W. Cortland Avenue	\$ 200.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Kimberly R. Taylor 508 Clyde Avenue, Apt. 35 Calumet City, Illinois 60409	4-10-80 8415 S. Ingleside	\$ 112.75
Jose Saez c/o Maria Senteno, 8426 S. Exchange Avenue, Chicago, Illinois 60617	7-3-80 Pound 2	730.00
Ricardo Oses, 9303 N. Knight Des Plaines, Illinois 60016	7-16-80 Hollywood and Ridge	200.00
Alonzo Williams, 7935 S. Oglesby Avenue, Chicago, Illinois 60617	11-1-80 95th and Woodlawn eastbound	62.00
Cleophus Anderson, 11655 S. Sangamon Avenue, Chicago, Illinois 60643	9-22-80	250.00
Marilyn C. Prendergast, 9 S. 712 Clifford, Downers Grove, Illinois 60516	2-13-81 8200 S. Kedzie	319.25

Sandra J. Powell, 2956 N. Allen Avenue, Chicago, Illinois 60618	4-6-81 2956 N. Allen Avenue	\$ 270.00
Lee Scott Friedman, 1636 N. Wells Street, Apt. 2515, Chicago, Illinois 60614	5-31-81 2555 W. Grand Avenue	150.00
Marva L. Hall, 7465 South Shore Drive, Apt. 103, Chicago, Illinois 60649	6-3-81 79th and Kimbark	225.00
Edward M. White, 111 W. Washington Street, Chicago, Illinois 60602	8-7-81 122 N. LaSalle Street	1,451.00
James Hunt, 1353 Glen Ellyn Road, Glendale Heights, Illinois 60137	8-9-81 Barry and Cicero Avenues	798.00
Kenneth H. Gniot, 2004 E. Fremont Court, Arlington Heights, Illinois 60004	7-16-81 120 N. LaSalle Street	240.00
Pearlie M. Rowe, 8427 S. Cregier Avenue, Chicago, Illinois 60617	8-16-81 1200 E. 83rd Street	75.00
Central Trailer & Truck Body Inc. c/o Marvin Jay Wilson, 684 Niagara Drive, Bolingbrook, Illinois 60439	6-25-81 1200 west on Interstate 55	325.00
Zurich Insurance Company, and All Kleen Products, 1 E. Northwest Highway, Palatine, Illinois 60067	3-3-81 Van Buren and Halsted Streets	667.43
Felix B. Valencia, Jr., 3041 N. Menard Chicago, Illinois 60634	8-1-81 LaSalle Street Garage 8	40.00
Stuart L. Rosenberg, 350 Plum Creek Drive, Unit 201, Wheeling, Illinois 60090	8-22-81 1239 N. Dearborn	157.00
Providence Washington Insurance Company and Urban Investment and Dev. Company, 209 N. York Street, Elmhurst, Illinois 60126	2-24-81 Grand and Rockwell	454.75
Marshall Mlodvinoff, 9010 N. Karlov, Skokie, Illinois 60076	8-9-81 M & M Parking, 875 N. Rush Street	80.00
Spiros Vlasis, 6144 N. Rockwell Street, Chicago, Illinois 60659	7-22-81 6236 N. Campbell Avenue	250.00
Lawrence Lyons, 10054 S. Perry Avenue, Chicago, Illinois 60628	9-6-81 72nd between Morgan and Sangamon Streets	300.00

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Walter Leak, 175 E. Delaware Place, Apt. 7606, Chicago, Illinois 60611	9-4-81 875 N. Rush Street	\$ 79.00
Susan Moy, 3645 W. Lawrence Avenue, Chicago, Illinois 60625	9-10-81 Argyle and Springfield Avenues	700.00
George W. Weaver, 9630 S. Greenwood Avenue, Chicago, Illinois 60628	9-28-81 City Parking Lot 8	130.00
Delores Quinn, 6223 S. Loomis Street, Chicago, Illinois 60636	11-30-81 7431 S. Ashland Avenue	15.00
George W. Nichols, 939 E. 54th Street, Chicago, Illinois 60615	10-23-81 6600 S. Stony Island Avenue	200.00
Alma R. Brown, 8037 S. Throop Street, Chicago, Illinois 60620	1-4-82 81st and Ashland Avenue	100.00
Dale Christensen, 5905 W. 88th Street, Oak Lawn, Illinois 60453	12-2-81 7530 S. Ashland Avenue	106.00
Allstate Insurance Company and Van Watts, Jr., P.O. Box 127, 7770 Frontage Road, Skokie, Illinois 60077	12-12-81 32nd and Calumet Avenue	290.43
Milton G. Heyman, 5855 N. Sheridan Road, Chicago, Illinois 60660	12-29-81 9600 S. State Street	200.00
State Farm Insurance Company and Carrie Lenore, 5676 S. Archer Avenue, Chicago, Illinois 60638	1-27-81 Wacker and LaSalle Streets	622.00

Property Damage.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Richard Swallow, 6811 N. Mendota Avenue, Chicago, Illinois 60646	5-30-80 1022 W. Fry Street	\$ 400.00
Joseph Ross, 9915 S. Princeton Avenue, Chicago, Illinois 60628	6-27-80 9915 S. Princeton Avenue	150.00
William and Frank Zmich, 1022 N. Marshfield Avenue, Chicago, Illinois, 60622	3-20-80 1022 N. Marshfield Avenue	105.00
Marie Zegan, 2147 W. Shakespeare Avenue, Chicago, Illinois 60647	6-11-81 2147 W. Shakespeare Avenue	250.00

Michele Carbone, 3145 N. Luna Avenue, Chicago, Illinois 60641	7-15-81 3145 N. Luna Avenue	\$ 200.00
Thomas J. Kelly, 439 Anjou Drive, Northbrook, Illinois 60062	11-30-81 Lake Shore Drive	45.00
Omega D. Washington 10750 S. Glenroy Avenue, Chicago, Illinois 60643	6-25-81 10750 S. Glenroy Avenue	70.00

Personal Injury.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ana Kostic, 1716 N. Albion Avenue, Chicago, Illinois 60626	9-8-81 6404 N. Clark Street	\$ 102.00

Damage to Vehicle.

Department of Sewers: Account No. 314.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Raymond Firfer, 6934 N. Lorel Avenue, Skokie, Illinois 60077	10-11-81 750 Wilson Avenue	\$ 64.95;

and

Be It Further Ordered, That the Commissioner of Water is authorized and directed to pay to the following-named claimant the respective amount set opposite his name, 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:

Damage to Vehicle.

Department of Water: Account No. 200.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Lawrence E. Sala, 3709 S. Cuyler Avenue, Berwyn, Illinois 60402	6-15-81 6215 S. Washtenaw Avenue	\$ 25.00

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGES
TO VEHICLES, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, March 1, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred May 5, 1980 and subsequently, sundry claims as follows:

Compensation for Damage to Property:

(May 5, 1980)	Tleass Ellis
(Nov. 4, 1981)	Esther Peterson
(Nov. 4, 1981)	Nelson Falkner

(Nov. 4, 1981)	Stephen C. Kmiec
(Nov. 4, 1981)	Paul Strauss
(Nov. 4, 1981)	Lucille Moore
(Jan. 13, 1982)	Theodore Hiotis

Compensation for Various Refunds:

(May 13, 1981)	Emil T. Olakowski
(May 13, 1981)	Luis Cruz
(May 29, 1981)	Gary Bridges
(May 29, 1981)	Therese Balis and William Balis
(June 10, 1981)	Narcisco Partida
(June 10, 1981)	Gabriel Ortiz
(June 10, 1981)	Bethann Lane
(June 26, 1981)	Gabriel Kenoun
(July 30, 1981)	Jerry Krzeckowski
(Aug. 12, 1981)	Tyronne Horton
(Sept. 14, 1981)	Bonk's Arco
(Oct. 6, 1981)	Harold Hendricks

Compensation for Personal Injury:

(Nov. 4, 1981)	Rosario R. Delesio
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Compensation for Damage to Vehicles:

(June 13, 1980)	Southtown Insurance Agency and Jacqueline Kooiman
(Sept. 14, 1981)	Mildred Smiley
(Oct. 6, 1981)	Kemper Insurance Companies and Alex A. Lipsey
(Oct. 6, 1981)	Edward Flournoy
(Oct. 22, 1981)	Victor Business Forms, Inc. (Rich Dominelli)
(Oct. 22, 1981)	Recovery Services International and Rose Gogin
(Oct. 22, 1981)	Jean L. Hecker
(Nov. 14, 1981)	Michael's Cooperage Co., Inc.
(Nov. 4, 1981)	Hanover Insurance Company and Hajack Equipment Company
(Nov. 4, 1981)	Economy Fire and Casualty Company and James Olah
(Nov. 4, 1981)	Eva Bynum
(Nov. 4, 1981)	Conrad Baumgard
(Nov. 30, 1981)	A.S.C. Medicar Service Incorporated
(Nov. 30, 1981)	Sue Ciofalo
(Jan. 14, 1982)	Gloria Houston
(Jan. 14, 1982)	Gregory Cooper

having had the same under advisement begs leave to report and recommend that Your Honorable Body
Do Not Pass said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

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

Nays--None.

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

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

Failed to Pass--PROPOSED ORDER FOR CANCELLATION OF
WARRANT FOR COLLECTION.

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass* a proposed order authorizing the cancellation of a warrant for collection for the maintenance and operation of a fire alarm box located at the Rehabilitation Institute of Chicago, No. 345 E. Superior Street.

On motion of Alderman Frost the said proposed order *Failed to Pass* by yeas and nays as follows:

Yeas--None.

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

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

Placed on File--A COMMUNICATION CONCERNING MONTHLY PROGRESS
REPORT ON SEWER BOND ISSUES FOR THE MONTH ENDING
JANUARY 31, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works submitting Monthly Progress Report No. 417 on Sewer Bond Issue Projects for the month ending January 31, 1982.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

Re-Referred to Joint Committee--PROPOSED RESOLUTION CONCERNING
FRANCHISE ORDINANCE FOR PEOPLES GAS COMPANY.

Alderman Frost moved to *Re-refer* to a Joint Committee, comprised of the members of the Committee on Public Utilities and the Committee on Finance, a proposed resolution concerning the operations of Public Utilities within the City of Chicago, introduced on February 10, 1982 by Alderman Burke and others.

The motion to *Re-refer* *Prevailed*.

Re-Referred to Joint Committee--PROPOSED ORDINANCE TO AMEND
SECTION 132-4 OF CHAPTER 132 OF THE MUNICIPAL CODE.

Alderman Frost moved to *Re-refer* to a Joint Committee, comprised of the members of the Committee on Public Utilities and the Committee on Finance, a proposed ordinance to amend Section 132-4 of Chapter 132 of the Municipal Code concerning imposed tax on selling gas, introduced by Alderman Burke on February 10, 1982.

The motions to *Re-refer* *Prevailed*.

*Re-Referred to Joint Committee--*PROPOSED ORDINANCE CREATING A
NEW CHAPTER 132.2 OF THE MUNICIPAL CODE OF CHICAGO.

Alderman Frost moved to *Re-refer* to a Joint Committee, comprised of the members of the Committee on Public Utilities and the Committee on Finance, a proposed ordinance to create a New Chapter 132.2 of the Municipal Code to be referred to as the "People's Gas Company Franchise Ordinance" introduced on February 10, 1982 by Alderman Burke.

The motion to *Re-refer* *Prevailed*.

*Re-Referred to Joint Committee--*PROPOSED RESOLUTION REGARDING
AN INVESTIGATION OF PUBLIC UTILITIES BY THE CITY COUNCIL.

Alderman Frost moved to *Re-refer* to a Joint Committee, comprised of the members of the Committee on Public Utilities and the Committee on Finance, a proposed Resolution regarding an investigation of the Public Utilities by the City Council within the City of Chicago introduced on February 10, 1982 by Alderman Streeter and Others.

The motion to *Re-refer* *Prevailed*.

COMMITTEE ON BUILDINGS AND ZONING.

Chapters 41.2, 78, 78.1 and 88 of Municipal Code of Chicago
Amended Relating to the Chicago Building Code

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, February 23, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration proposed ordinances (referred October 22, 1981 to create new Chapters 41.2 and 78.1 and amending Chapters 78 and 88, begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinances attached herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Vrdolyak the proposed substitute ordinances were *Passed*, by yeas and nays as follows:

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

*Nays--*None.

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

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

Chapter 41.2.

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting the current Chapter 41.2 and adding, therefore, a new Chapter 41.2 in Italics, as set forth below:

Building Board of Appeals

41.2-1. There is hereby established within the City of Chicago a Building Board of Appeals. The "Board" when used in this Section shall be construed to mean the Building Board of Appeals. The said Building Board of Appeals shall consist of seven members to be appointed by the Mayor by and with the consent of the City Council.

The Mayor shall designate one of the members to serve as Chairman and shall designate one of the members to serve as Vice-Chairman, who will act as Chairman in the absence of the Chairman or in the event that a vacancy exists in the office of the Chairman.

The seven members of the Board shall not be employees of the City of Chicago. One of the members shall be an architect, registered with the State of Illinois; one member shall be an engineer licensed by or registered with the State of Illinois; one member shall be a building contractor; one member shall be a labor representative representing the Chicago Building Trades Unions; and three members shall be residents of Chicago who will represent the public interest. The initial term for each member of the Board shall be one year for three of the members and two years for the four remaining members. All future terms after the initial term shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member. The necessary support staff for the Board and the salaries of the Public Interest members of the Board shall be determined and fixed by the City Council in the annual appropriation ordinance. The other members of the Board shall receive no salaries. In addition to the foregoing, the Commissioner of the Department of Inspectional Services and the Fire Commissioner shall appoint a representative of each of their respective departments to serve as advisory, non-voting members of the Board.

Appeal to the Building Board of Appeals

41.2-2. In the event that any person, firm or corporation who is either the legal or equitable owner of any property or the duly authorized agent of any legal or equitable owner of any property or the architect, engineer, contractor or builder in charge of and responsible for the performance of any work or operation, disagrees with or is aggrieved by any order or decision of the Commissioner of Inspectional Services in all cases which relate to any matter or thing pertaining to the issuance of building permits which is not specifically provided for in the building code, as defined in Chapter 1, Section 1-9(h), or which relates to any matter or thing concerning building permits which, by the provisions of said code, the Commissioner of Inspectional Services may either approve or disapprove or when there are practical difficulties in the way of carrying out the strict letter of the ordinance, so that the spirit of this ordinance pertaining to the issuance of building permits shall be observed and public safety secured and substantial justice done, such person, firm, or corporation shall have the right to appeal any such order or decision of the Commissioner of Inspectional Services pertaining to such building permits to the Building Board of Appeals.

Jurisdiction

41.2-3. The Building Board of Appeals shall have the powers and authority to review, reverse and/or affirm, in whole or in part, or may modify, the order, requirement, decision, or determination of the Commissioner of Inspectional Services, as described in Section 41.2-2, which has been presented to the Board for review.

Limitation of Jurisdiction

41.2-4. All decisions of the Building Board of Appeals shall apply only to the individual case being reviewed and shall not be construed as a precedent for similar work or as a change in the building code. The Board shall not have jurisdiction over matters pertaining to materials, methods or systems of construction, or arrangements of materials, not permitted by the Municipal Code, or varying from the performance of the Municipal Code.

Further, the Board shall not have jurisdiction over matters pertaining to the electrical regulations of the Municipal Code, specifically Chapters, 86; 87 and 88 as defined in Chapter 1, Section 1-9(ii).

Meetings and Rules

41.2-5. All meetings of the Board of Appeals shall be held at the call of the Chairman and at such times as such Board may determine. All hearings conducted by said Board shall be open to the public. Any person may appear and testify at a hearing either in person or by duly authorized agent or attorney. The Chairman, or in his absence, the Acting Chairman, may administer oaths and compel the attendance of witnesses. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall also keep records of its hearings and other official actions. The record of hearings will not be transcribed by the Court Reporter unless requested by the Board or any party interested in the hearing. The cost of the transcription shall be borne by the person requesting it. A copy of every rule or regulation, and every order, requirement, decision, or determination of the Board shall be kept on file in the office of the Building Board of Appeals and shall be a public record. All orders, decisions, or determinations of the Board which reverse or modify the decision of the Commissioner of Inspectional Services shall contain a statement to the effect that in the opinion of the said Board the work proposed shall not endanger the life, health, or safety of the building occupants or area residents. A copy of all orders, decisions or determinations of the Board shall be mailed to the applicant and to the Commissioner of Inspectional Services.

Appeal Procedure

41.2-6. The person, firm or corporation who is desiring review of an order or decision of the Commissioner of Inspectional Services pertaining to building permits shall file with the Chairman of the Building Board of Appeals a written petition, on a form to be provided, within fourteen days after the particular order or decision to be reviewed has been issued by the Commissioner, requesting that the particular order or decision be reviewed by the Building Board of Appeals. The person, firm or corporation requesting such review shall also file with the Chairman any and all pertinent data or information that he or it may care to present to the Building Board of Appeals for its consideration, together with a filing fee payable to the City of Chicago in the amounts as follows:

- (a) \$50.00 for single family dwellings and miscellaneous buildings and structures as defined in Chapter 58-11.
- (b) \$75.00 for buildings containing two to four dwelling units.
- (c) \$150.00 for all other occupancies.

Upon the filing of a petition to review any decision or order of the Commissioner of Inspectional Services any and all work or operations which will or may be directly or indirectly affected by any such decision or order shall cease and no such work or operations shall be commenced until and after a decision or decisions have been rendered by the Building Board of Appeals; and any and all terms and provisions of any such decision or decisions of the Building Board of Appeals shall have been fully complied with.

Finality of Decisions of the Board of Appeals

41.2-7. All decisions and findings of the Board of Appeals, on an appeal, after a hearing, shall, in all instances, be a final administrative determination and shall be subject to review by court as by law may be provided.

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

Chapter 78.

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting the current Chapter 78, in its entirety and substituting therefore, a new Chapter 78, in Italics as set forth below:

*Minimum Requirements for
Existing Buildings*

Application

78-1. Every existing building shall comply with the code requirements in force and applicable to such building, at the time of its construction or alteration, and shall also comply with such provisions of this Chapter which are specifically made applicable to all existing buildings. However, nothing in this Chapter shall be interpreted to prevent the application of the Chicago Zoning Ordinance, Chapter 194 A, B, and C.

Occupancy

78-2. No person shall occupy as an owner-occupant, or shall let or hold out to another for occupancy, any building which does not comply with the requirements of this Chapter.

Structural Stability

78-3. If there is any doubt as to the structural stability of any building or structure, or parts thereof, the Commissioner of Inspectional Services may request such building or structure, or parts thereof, to be critically examined by a licensed architect or registered structural engineer employed by such owner, agent or person in charge, possession or control of any such building, structure, or part thereof.

Said licensed architect or registered structural engineer shall render a report in writing, showing the structural condition of the building, structure or part thereof. Two copies of the report shall in turn be submitted to the Commissioner of Inspectional Services. One copy of said report shall, if satisfactory, be retained by the Commissioner of Inspectional Services, and one be returned to the owner, agent or person in charge, possession or control of said building, structure or parts thereof, bearing a stamp of approval signed by said Commissioner of Inspectional Services.

Floor Loading

78-4. Every existing building shall be so constructed and maintained as to support safely the loads prescribed in Chapter 68 of this code, except that in building of Mercantile, Industrial or Storage occupancies the Commissioner of Inspectional Services and Fire Commissioner may permit occupancy of buildings having lower load-bearing capacity, when satisfied that such capacity will not be exceeded by the specific occupant. Such approved floor loads shall be posted as required in Section 68-2.8.

In buildings where the safe load-bearing capacity is in doubt, owing to deterioration of materials or other reasons, the Commissioner of Inspectional Services and Fire Commissioner shall require load tests to determine the safe bearing capacity. Such load tests shall comply with the requirements of Section 69-5.3.

78-5. Existing buildings shall comply with all applicable exit requirements of this Code and with the special provisions of Sections 78-6 to 78-9, inclusive.

General

78-6. In existing buildings where exits do not comply with the requirements of Chapter 67 and in which hazardous conditions exist because of the number, width, construction or location of exits, the Commissioner of Inspectional Services and Fire Commissioner may order additional exits to assure adequate safety of the occupants. Every existing building shall have not less than the minimum number of required exits, as prescribed in Section 67-4.

Type of Exits

78-7. In pre-ordinance buildings, (built before July 7, 1957) the Commissioner of Inspectional Services and Fire Commissioner may approve the following types of exits in lieu of the required means of vertical exit prescribed in Section 67-3:

- (a) Fire escape stairways complying with the requirements of Section 67-16 may be used in lieu of not more than fifty per cent of required stairs.*
- (b) A balcony, having an area of not less than eighteen square feet and provided with a ladder of non-combustible materials extending to the ground, may be used in lieu of one of two required stairways for a dwelling unit having a floor level not more than fifteen feet above grade.*

Passageways and Exits to be Unobstructed

78-8. Every hallway, corridor, stairway, exit, fire escape door, and other means of egress, shall be kept clear and unencumbered at all times, and every exit area shall be adequately lighted by electricity, in accordance with Sections 67-17 and 67-17.1 of this Code.

Exit, Stairway, Fire Escape and Directional Signs

78-9. Exit, stairway, fire escape and directional signs shall be properly installed and maintained, in accordance with Sections 67-18 to 67-18.5 inclusive of this Code.

Smoke Detectors

78-10. All existing Multiple Dwellings, as defined in Chapter 48-2.2., and buildings of mixed occupancy, having any residential units, other than Type I Construction, that are three stories in height and contain six or more dwelling units, and all buildings four stories or more in height, other than Type I Construction, that contain any dwelling units, shall be equipped with approved smoke detectors in accordance with the provisions of Sections 78-11 through and including 78-15.

78-11. Every owner, manager or agent of any building, as described in Section 78-10, shall install in every dwelling unit, not less than one approved smoke detector on the ceiling, not less than six inches from any wall, or on a wall, located from six to twelve inches from the ceiling, and within fifteen feet of all rooms used for sleeping purposes.

78-12. Every owner, manager or agent of any building, as described in Section 78-10, shall install not less than one approved smoke detector on the uppermost ceiling, not less than six inches from any wall, or on a wall, located from six to twelve inches from the uppermost ceiling of all interior stairwells.

78-13. All approved smoke detectors required in this chapter shall be the ionization or photoelectric type, either battery-powered or 110 volt A.C. and shall comply with all the requirements of the Underwriters Laboratories Inc. Standard, UL 217 (Standard for Safety-Single and Multiple Station Smoke Detectors 1976), and Chapters 87 and 88 of the Municipal Code of Chicago. Smoke detectors shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed under the requirements of UL 217 (1976).

78-14. The provisions of Section 78-10 shall not be required in buildings which contain an approved automatic sprinkler system throughout.

78-15. It shall be unlawful for any person to remove batteries or in any way make inoperable smoke detectors, as provided for in this chapter.

Corridor Doors

78-16. In residential buildings exceeding four stories in height, all apartment doors opening upon public corridors shall be equipped with approved self-closing devices.

Sprinkler Systems

78-17. The following existing buildings or structures, or parts thereof, are to be equipped with sprinkler systems complying with the requirements of Chapter 64:

- (a) Every building of construction Type III or IV and of two stories or more in height, used in part or in whole as a Type I school, hospital, infirmary, nursery, orphanage, sheltered-care home, sanatoria or home for the aged or used in whole as a Type II school.
- (b) Every building used in whole or in part as a men's cubicle hotel which does not comply with Section 52-2(a) of this code.
- (c) Every building used primarily as an Exhibition Area or in that portion of any building used as an Exhibition Area.
- (d) Every building used in whole or in part as a nursing home, as defined, in Chapter 136 of this Code.
- (e) Areas used for storage of combustible containers in new and existing buildings, with exhibition areas, shall be enclosed with a two-hour fire resistive construction, and shall be equipped with a standard sprinkler system, as defined in Chapter 91 of this Code.

Standpipe Systems

78-18. Standard inside standpipe systems, complying with the requirements of Chapter 91, shall be provided in all buildings exceeding eighty feet in height with the following exceptions:

- (a) Institutional units. In institutional units, standpipes shall be provided in all buildings more than four stories or fifty-five feet in height.
- (b) Stage blocks. In stage blocks, standpipes shall be provided on each side of the stage, on each tier of dressing rooms, and within fifty feet of all property rooms, store rooms or work rooms.
- (c) Storage structures. Standpipes shall not be required in grain elevators or similar storage structures, where such standpipes are ineffective owing to the type of structure and inaccessibility of hose connections.

For the purpose of determining standpipe requirements, the height of a building shall be determined in accordance with the provisions of Section 51-1.1. Towers, steeples, tanks and similar structures not intended or used for human occupancy shall not be considered in determining the height.

- (d) *This section shall not apply to a building used as a business unit or storage unit, in existence prior to January 20, 1950, which is equipped throughout with an approved system of automatic sprinklers or is a fire resistive building of Type IA, IB or IC construction, provided that a standpipe system complying with Section 91-100 is also provided in the building.*
- (e) *In Exhibition Areas standpipes shall be provided regardless of the height of the building and standpipe locations shall provide complete coverage of the fire area with 100 foot hose lengths and 30 foot hose streams.*

Fire Alarm Systems

78-19. Standard fire alarm system meeting the requirements of Chapter 91 shall be provided in the following occupancies:

- (a) *Institutional: 2 stories or less in height with a floor area not to exceed 8,000 square feet - Class I system.*
- (b) *Over 2 stories in height or with a floor area exceeding 8,000 square feet - Class II system.*
- (c) *In every Type I, or Type II school over one story in height - Class I system.*
- (d) *Hotels: 4 stories or less in height or sleeping accommodations for 100 or less persons except when 25 or less people sleep above the second floor except in buildings of Types I-A, I-B or I-C construction - Class I system.*
- (e) *Over 4 stories in height or sleeping accommodations for over 100 persons - Class II system.*
- (f) *Dormitories: 2 stories or more in height except when 25 or less people sleep above the the second floor - Class I system. Type III schools-Class II system.*

Class II Standard Fire Alarm System

78-20. A Class II standard fire alarm system may be installed in lieu of a Class I standard fire alarm system in any building when, in the opinion of the Division Marshal in Charge of the Bureau of Fire Prevention, the number of people involved and the physical construction of such building makes a Class II standard fire alarm system acceptable. Class II standard fire alarm system shall comply with the provisions of Chapter 91.

Floor Area and Height

78-21. In every building described in Section 78-19, as requiring a standard fire alarm system, the area of such building shall be the total area of the building and the height shall be the total height of the building, including the space used for occupancies other than for institutional, school or hotel occupancies.

Automatic Fire Detectors, Where Required

78-22. In every fire alarm system required in this Code, automatic fire detectors shall be installed as an integral part of a fire alarm system in rooms or portions of the building as follows:

- (a) *In all rooms where a flammable compressed gas or flammable liquid as described in Chapters 129 and 129.1, other than fuel oil for heating, is stored or used; also in shops and storerooms where combustible material is stored or handled.*

- (b) *In every building used in part as an institutional building, school or hotel an automatic fire detector shall be installed in such portion or portions of the building used for purposes other than institutional, school or hotel purposes, unless such institutional building, school or hotel is separated from all other occupancies by a separation with a fire resistive value, as specified in Section 48-12.5. Such automatic fire detectors shall be installed, spaced and located in accordance with the recommendations, based upon actual tests, prescribed by a nationally recognized testing laboratory acceptable to the Fire Prevention Bureau.*
- (c) *In every storeroom, maintenance shop, linen room, janitor closet and storage area in an institutional building.*
- (d) *In the basement of buildings of Type III or IV construction containing a Type III school on the first floor or basement, the detectors shall be located in all areas of such basement spaces including spaces used by the school, except classrooms.*
- (e) *In all two story buildings occupied as open plan schools, (a story located below grade level shall be counted, if used for other than building service purposes), approved automatic fire detectors shall be installed throughout the building and be interconnected to the school fire alarm system.*

Substitution of Sprinklers

78-23. No automatic fire detector shall be required in any room or portion of a building which is equipped with an approved installation of automatic sprinklers and provided with a water flow alarm which is connected to the fire alarm system.

Fire Extinguishers

78-24. Standard fire extinguishers shall be provided in accordance with the provisions of Sections 91-45 through and including 91-51 of this Code.

Elevator Recall Requirements

78-25. The following provisions shall apply to all new elevator installations and to all elevators in existing buildings ten stories or more in height used for residential occupancy in whole or in part:

- (a) *A two-position keyed switch shall be provided at the main floor for each single elevator and for each group of elevators. This keyed switch shall be located in the left door jamb of the elevator entrance. Where there is more than one elevator, the left elevator shall have the switch. The keyed switch shall be located not less than 6" 6" above the floor and approximately 4" below the head jamb. When the switch is in the "On" position, the single elevator and all elevators in a group which are in normal service shall return non-stop to the main floor, and the doors shall open. The main floor shall be defined as the floor where keyed switch is located. The main floor shall be determined by The Division Marshal in Charge of the Bureau of Fire Prevention, Chicago Fire Department. The key shall not be removable when the switch is in the "on" position.*
- (1) *An elevator traveling away from the main floor shall reverse at the next available floor without opening its doors and return non-stop to the main floor.*
- (2) *Door re-opening devices for power operated doors which may be affected by smoke or heat so as to prevent door closures shall be rendered inoperative.*

- (3) *Elevators equipped with power operated doors and standing at a floor other than the main or street floor shall close their doors without delay.*
- (4) *The emergency stop button in the car shall be rendered inoperative until the car reaches the main floor.*
- (b) *A keyed switch shall be provided in or adjacent to the opening panel of each elevator. The switch, when operated, shall put the elevator on emergency service. The key shall be the same as required by 78-25 (1) of this Code but shall be different from all other elevator keys. The key shall be different from all other elevator keys. The key shall not be removable when the switch is in the "on" position.*
- (2) *Elevators on the emergency service shall respond to the car buttons only and shall not be affected in their operations from registered corridor calls.*
- (3) *Power operated doors shall remain closed when the elevator stops at any landing except the main floor until opened by continuous pressure on a door-open button or switch. As soon as the door open button or switch is released, the doors shall automatically reclose.*
- (4) *Where mechanical-electrical safety edge devices are installed on the leading edge of the car doors, these devices shall remain operative and doors may be maintained in open position by operation of the device. Any feature that may cause doors to reclose, after being held a predetermined time, shall be disconnected.*
- (c) *Keys required to call or operate elevators, as described in 78-25 (a) and (b) of this Code, shall be kept in a metal box mounted in a conspicuous location at the main floor, as approved by the Fire Department. The box shall have a lock type cover which can be opened only by the Fire Department's alarm box key. The box shall contain a separate key for each elevator in the group.*
- (d) *When the elevator or elevators are in control of an attendant, the operation of the key switch required in 78-25 (a) of this Code shall sound a bell, mounted under the car platform, as a signal to the attendant to return non-stop to the main floor.*
- (e) *Attendant operated elevators shall comply with all the provisions and operations as required by Section 78-25 (b), (1), (2) and (3) of this Code, except that automatic operation is not required when the car control is manual through a car switch.*
- (f) *For double deck elevator installations, the upper deck is to be used for Fireman's Emergency Control and, as such, will comply with all provisions of this section.*
- (g) *Every group of elevators in a building subject to the provisions of this section shall be available for firemen's emergency service. In buildings, where there are several groups of elevators and where individual key switches are provided to cause cars to return to the main floor, this arrangement is satisfactory, provided that a separate key box required under 78-25 (c) of this Code is provided for each group of elevators.*

The provisions of this section shall not apply to elevators in buildings where the height of the building is eighty feet or less or to elevators in hospitals where the height of the building is fifty-five feet or less.

- (h) Immediately adjacent to the firemen's return switch in the car station, a pushbutton shall be provided to cancel all registered calls when the elevator is on "Firemen's Control". This button shall be marked "Fire Cancel." This button shall not be required if all car calls are cancelled when the car makes its first stop.*

Elevator Safety Device Test

78-26. Every passenger and freight elevator with a car safety device and governor shall be tested and inspected in accordance with the requirements of Rules 1001.2, 1001.3 and 1001.4 of The American National Elevator Safety Code. These tests and inspection shall include an actual running test as described in Rule 1001.4. The governor tripping speed shall be rechecked and the governor re-calibrated and resealed, if necessary. These tests shall be the responsibility of the owner or agent and shall be performed by persons who have knowledge of the function, operation and maintenance of the devices involved and are capable and qualified to make the required inspection and tests. In the event the safety device and governor fail to function, as required, the owner or agent shall renew or replace any part or parts of the equipment and make a test or tests necessary to insure satisfactory operation of the safety device and governor.

Pre-ordinance Hotels

78-27. Every pre-ordinance hotel, (built before July 7, 1957) more than two stories and basement in height, having sleeping accommodations for more than twenty-five persons above the second story, and every pre-ordinance hotel of any capacity more than four stories and basement in height, shall comply with the requirements of Section 62-3 pertaining to the protection of stairs, shafts and vertical openings, except as follows:

- (a) Enclosing walls and partitions may be of construction providing fire resistance of not less than one hour.*
- (b) Doors required for protection of openings in enclosures may be Class C fire doors of combustible material faced on both sides with materials not less fire resistive than sheet steel 18 gauge in thickness. Openings, if any, shall be glazed with wire glass and shall not exceed 144 square inches in area, except that existing openings not exceeding 1296 square inches in area may be permitted.*
- (c) Where the top or bottom riser in a stairwell is so located that the vertical enclosures therein required will not be practical to erect without unreasonable hardship, a horizontal cut-off there shall be not more than three openings to dwelling units or other non-public spaces on each floor, and such dwelling units or non-public spaces shall be separated from the corridor by partitions providing fire resistance of not less than one hour with all openings protected with self-closing Class C fire doors.*

Institutional Units

78-28. In every pre-ordinance institutional building, every room used for the storage or application of anaesthetics consisting of flammable or explosives gases or mixtures, including cyclopropane, ether chloride, ethylene, propylene, or any flammable liquids, shall have safeguards for installation and operation of such rooms and equipment as follows:

- (a) Any cylinders containing anaesthetizing gases or liquids shall be plainly marked with the name of the substance which they contain and shall comply with the requirements of the Interstate Commerce Commission for such containers. Such cylinders or containers shall not be stored in any operating room. Approved regulators or gas flow devices shall be provided for any such substances, except low pressure oxygen containers.*

No such regulators or gas flow devices shall permit the intermixing of gases by any error or manipulation.

- (b) *The construction and equipment of operating rooms shall comply with the applicable requirements of Section 53-4.*

Rooming Houses.

78-29. Every rooming house and every rooming unit shall be in compliance with the minimum standards set forth in this chapter, except as modified in Section 78-30.

Sanitary Facilities

78-30. At least one flush water closet, lavatory basin and bathtub or shower shall be supplied for each ten persons or fraction of ten within a rooming house, including members of the family of the owner if they share the use of the facilities.

All such facilities shall be properly connected to required water and sewage systems and shall be located within the dwelling so as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities, and shall not be more than one story removed from the rooming unit of any occupant intended to share the facilities. In a rooming house in which rooms are let only to males, flush urinals may be substituted for not more than thirty-three and one-third per cent of the required number of water closets.

In a rooming house where both sexes are accommodated, the water closets shall be separately calculated, based on the occupancy of each sex, except where not more than two water closets are required.

Responsibility of Operator

78-31. Every operator of a rooming house shall be responsible for the following matters required by this Chapter: extermination of insects, rodents, or other pests in it or in its yard; disposal of refuse by placing in it disposal facilities supplied by him; hanging and removing all screens required; sanitary maintenance of all walls, floors and ceilings; maintenance of a sanitary condition in every part of the rooming house; and proper installation and repair of every facility.

Minimum Requirements for Residential Buildings

General

78-32. The provisions of these Sections 78-33 through and including 78-62 are applicable to occupancy for residential purposes of any building, whether or not such building was erected, altered or converted in full or substantial compliance with ordinances in force at the time of its erection, alteration, or conversion and whether or not such building was erected, altered or converted prior to the effective date of this code. The requirements imposed by these Sections shall be in addition to other applicable requirements for existing buildings imposed by other provisions of Chapter 78.

Water Closet

78-33. Every family unit except as provided in Section 78-36 shall contain within its walls a room, separate from the habitable rooms, which affords privacy and which is equipped with a flush water closet.

Lavatory

78-34. Every family unit except as provided in Section 78-36 shall contain within its walls a lavatory basin located in the same room as the required water closet, or as near to that room as practicable.

Bathtub or Shower

78-35. Every family unit except as provided in Section 78-36 shall contain within its walls a room, separate from the habitable rooms, which affords privacy to a person in the room and which is equipped with a bathtub or shower.

Sharing Sanitary Facilities - Limitations

78-36. The occupants of not more than two family units which are located in the same dwelling, may share a single flush water closet, a single lavatory basin, a single bathtub or shower if:

(a) The facilities to be shared are within a room or rooms on the same floor as the family units and are accessible to the occupants of each family unit without going through the family unit of another person or outside the dwelling; and

(b) Neither of the two family units contains more than two habitable rooms nor more than 500 square feet of floor area, excluding of the number of rooms and from floor area any kitchen of less than 70 square feet of the floor area.

Kitchen Sink

78-37. Every family unit shall contain within its walls a kitchen sink.

Heating Facilities

78-38. Every family unit shall have heating facilities which are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments within its walls to a temperature of at least sixty-five degrees Fahrenheit, when the outside temperature is ten degrees below zero Fahrenheit. Gas appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this Section. Portable heating equipment employing flame and the use of gasoline as a fuel does not meet the requirements of this section and is prohibited. The owner may require that the occupant shall provide the required heating facilities at the occupant's expense but such agreement or requirement does not relieve the owner from responsibility for the presence of such heating equipment in the family unit.

Heat to be Furnished

78-39. Every family unit or rooming unit to which heat is furnished from a heating plant used in common for the purpose of heating the various rooms of the dwelling shall be supplied with heat from September fifteenth of each year to June first of the succeeding year so that the occupants of a family unit or rooming unit may secure, without such undue restriction of ventilation as to interfere with proper sanitary conditions, a maximum temperature of sixty-five degrees Fahrenheit at 7:30 a.m., and sixty-eight degrees at 8:30 a.m. and thereafter until 10:30 p.m., and sixty-three degrees at 10:30 P.M. and thereafter until 7:30 a.m. averaged throughout the family unit or rooming unit.

Cold and Hot Water Lines

78-40. Every kitchen sink, lavatory and bathtub or shower required shall be connected with hot and cold water lines. The hot water lines shall be connected with water heating facilities which are capable of heating water to such a temperature as to permit water to be drawn at every required outlet at a temperature of not less than one hundred and twenty degrees Fahrenheit even when the heating facilities required by this Code are not in operation.

Hot Water to be Furnished

78-41. Every family unit or rooming unit to which hot water is furnished from water heating facilities used in common shall be supplied with hot water throughout the year so that the occupants may draw water at every hot water outlet between the hours of 6:00 a.m. and 10:30 p.m. of a minimum temperature of one hundred and twenty degrees Fahrenheit.

Gas-Fired Appliances

78-42. All gas-fired heating, cooking and other appliances and gas-fired water heaters, shall conform to the requirements in Sections 63-11 through 63-11.5 and 80-10 and 80-24.7 of the building provisions of this Code concerning installation, vents and flues.

Hall and Stairway Lighting

78-43. Every public hall and stairway in every dwelling having more than one family unit shall be adequately lighted at all times, except that in a two-family dwelling an adequate lighting system which may be turned on when needed by conveniently located light switches shall be permitted instead of a full-time lighting system.

Storage Beneath Stairways

78-44. There shall be no closets or storage of any kind beneath stairways in any kind beneath stairways in any dwelling containing two or more family units or in any rooming house unless the stair complies with the fire resistive requirements of Sections 62-3 to 62-3.6 inclusive, or unless the stairs and storage space are separated by non-combustible materials having a fire rating of not less than one hour. No combustible or flammable materials, fluids, or compounds shall be placed, stored or kept in any place inside or outside of any building where the ignition or burning of such materials, fluids, or compounds would obstruct or render hazardous the egress from any family unit or from the building.

Space, Use and Location - Applicability of Provisions

78-45. No person shall occupy or cause or permit the continued occupancy of any family unit which does not comply with the standards of occupancy set forth in Sections 78-46. through and including 78-50 of this Chapter.

The provisions of Section 78-46 through and including 78-50 shall not be applicable to single-family dwellings occupied only by an owner and persons within the family relationship.

Space Requirements

78-46. Every family unit shall contain at least one hundred and twenty-five square feet of floor area for each of the first two occupants, and at least one hundred square feet of each of the next two occupants, and at least seventy-five square feet for each additional occupant. For the purpose of this section floor area is the area within the perimeter of the space or building occupied by the family unit, not including elevators, stairs, or other shaft enclosures.

Space Requirements - Sleeping Rooms

78-47. In every family unit and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy square feet of floor area, or if of original configuration need only comply with the regulations in effect at the time of its construction. Every room occupied for sleeping purposes by more than one occupant shall contain at least fifty square feet of floor area for each occupant twelve years of age and over and at least thirty-five square feet of floor area for each occupant under twelve years of age. For the purpose of this section a person under two years of age shall not be counted as an occupant.

Access to Water Closets

78-48. Every room used exclusively as a bedroom shall have access to at least one water closet without passing through another room used exclusively as a bedroom.

Ceiling Heights

78-49. At least one-half of the floor area of every habitable room shall have a ceiling height of not less than seven feet; and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy there-of. However, in any room, beams or furred spaces constituting not more than 25% of the ceiling area, may have a height of not less than six feet.

Basement Units

78-50. A basement space used as a habitable room or family unit shall comply with the following:

1. The floor depth below grade is not limited if the floors and walls are impervious to leakage of underground and surface run-off water and are protected against dampness.
2. The required minimum window area is located entirely above the finished elevation of the ground adjoining the building wall in which the windows are located.

Foundations, Exterior Walls and Roofs - Maintenance

78-51. The foundation, exterior walls, and exterior roof shall be substantially water-tight and protected against rodents, and shall be kept in sound condition and repair:

- (a) The foundation elements shall adequately support the building at all points.
- (b) Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the exterior spaces of the dwelling.
- (c) The roof shall be tight and have no defects which admits rain and roof drainage shall be adequate to prevent rain water from causing dampness in the walls.
- (d) The dwelling shall be in a rat-stopped condition, in accordance with Sections 99-61.1 through 99-61.9 of this code, and shall be adequately protected against the entry of other rodents.
- (e) All cornices, rustications, quoins, moldings, belt courses, lintels, sills, oriel windows, pediments and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous and dangerous.

Floors, Interior Walls and Ceilings - Maintenance

78-52. Every floor, interior wall, and ceiling shall be kept in sound condition and good repair and further,

- (a) Every floor shall be free of holes and wide cracks which might admit rodents or which constitute a possible accident hazard.
- (b) Every floor shall be free of loose, warped, protruding, or rotting floor boards.
- (c) Every interior wall and ceiling shall be free of holes and large cracks.
- (d) All interior walls, ceilings and interior woodwork shall be free of flaking, peeling, chipped or loose paint, plaster or structural material.
- (e) Plaster, paint and other surface materials shall be of such character as to be easily cleanable, and are reasonably smooth, clean and tight.

- (f) Every toiletroom and bathroom floor surface shall be substantially impervious to water and be capable of being maintained easily in a clean and sanitary condition.

Windows, Doors and Hatchways - Maintenance

78-53. Every window, exterior door, and basement hatchway shall be substantially tight, and shall be kept in sound condition and repair, and

- (a) Every window shall be fully supplied with window panes which are without open cracks or holes.
- (b) Every window sash shall be in good condition and fit reasonably tight within its frame.
- (c) Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware.
- (d) Every exterior door, door hinge, and door hatch shall be in good condition.
- (e) Every exterior door, when closed, shall fit reasonably well within its frame.
- (f) Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction as completely to exclude rain, and substantially to exclude wind from entering the dwelling.
- (g) Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, rain, and surface drainage water into the dwelling.
- (h) Every door available as an exit as required by this chapter shall be capable of being opened from the inside, easily and without the use of a key.

Screens

78-54. Screens shall be supplied to the following extent:

- (a) Every basement or cellar window which is openable shall be supplied with a heavy wire screen or hardware cloth of not less than four mesh per inch which fits tightly and is securely fastened to the frame, or with any other material affording equivalent protection against the entry of rodents.
- (b) From April 15 to November 15 of each year, every door opening directly from any family unit to the outdoors and every window, or other outside openings used for ventilation purposes, shall be supplied with a screen of not less than sixteen mesh per inch and every screen door shall have a self-closing device in good working condition. However, no such screens shall be required for a family unit on a floor above the fourth floor, unless required by the Department of Inspectional Services and Fire Department when unusual circumstances of insect prevalence exists.

Stairways and Porches - Maintenance

78-55. Every stairway, inside or outside of the dwelling and every porch, shall be kept in safe condition and sound repair and

- (a) Every flight of stairs and every porch floor shall be free of holes, grooves, and cracks, which are large enough to constitute possible accidents hazards.
- (b) Every stairwell and every flight of stairs, which is more than two risers high, shall have rails not less than two and one half feet high, measured vertically from the nose of the tread to the top of the rail; and every porch which is more than two risers high shall have rails not less than three and one half feet above the floor of the porch.

- (c) Every rail and balustrade is firmly fastened and is maintained in good condition.
- (d) No flight of stairs shall have settled more than one inch out of its intended position or have pulled away from supporting or adjacent structures.
- (e) No flight of stairs shall have rotting, loose or deteriorating supports.
- (f) The riser height and the tread width of each flight of stairs shall be uniform.
- (g) Every stair tread shall be sound and be securely fastened in a substantially level position.
- (h) Every stair tread shall be strong enough to bear a concentrated load of at least four hundred pounds without danger of breaking.
- (i) Every porch shall have a sound floor.
- (j) No porch shall have rotting, loose or deteriorating supports.

Basements and Cellars - Maintenance

78-56. Every basement and every cellar shall be maintained in a safe and sanitary condition, and

- (a) Water shall not be permitted to accumulate or stand on the floor.
- (b) All sewer connections shall be properly trapped.
- (c) All cellar and slab drains shall be covered with grating.
- (d) Junk, rubbish, and waste shall not be permitted to accumulate to such an extent as to create fire hazards or to endanger health or safety.

Facilities, Equipment, Chimneys - Maintenance

78-57. Every supply facility, piece of equipment or utility, and every chimney and chimney flue, shall be installed and maintained in a safe and sound working condition.

Lots - Grading and Drainage

78-58. Every yard, court, vent passageway, and other portions of the lot on which the dwelling stands shall be graded and drained so as to prevent the accumulation of stagnant water on any such surface.

Responsibilities of Owners and Occupants - General

78-59. In addition to other applicable provisions of this code, owners and occupants of residential buildings shall comply with the respective responsibilities imposed upon them by Sections 78-60 through and including 78-62 of this Chapter.

Responsibilities of Occupants

78-60. Every occupant of a family unit must:

- (a) Keep that part of the family unit which he occupies and controls in a clean, sanitary and safe condition;
- (b) Keep all plumbing and other fixtures required by this Chapter, whether or not supplied by the landlord, in a clean and sanitary condition, and if supplied by the landlord, must use reasonable care in the proper use and operation thereof;

- (c) *If a single family dwelling unit, exterminate any insects, rodents or other pests therein or on the premises and, if a family unit in a dwelling containing more than one family, exterminate such insects, pests, and rodents whenever his family unit is the only one in the dwelling infested, except as provided in Section 78-61 (c);*
- (d) *Dispose of all garbage and other refuse only in the containers required by Section 99-16 of the Code and must place such refuse in the containers in a clean and sanitary manner;*
- (e) *Hang and remove all screens required for the family unit by this chapter unless the owner has agreed to supply such service;*
- (f) *Not place on the premises any material which may cause a fire hazard or otherwise endangers the health or safety of any occupant of such dwelling, nor place in storage on the premises any furniture, equipment, or material which harbors insects, rodents, or other pests;*
- (g) *Not permit any family unit let to him to be occupied so that any occupancy resulting therefrom violates any of the provisions of this Chapter;*
- (h) *Provide heating facilities for that part of the family unit he occupies unless such facilities are provided by the owner. Gas appliances designed to be used primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this Section.*

Responsibilities of Owner or Operator

78-61. *Every owner or operator must:*

- (a) *Comply with the requirements imposed on him by this Chapter;*
- (b) *Maintain in a clean, sanitary and safe condition the shared or public areas of the dwelling or premises, and maintain and repair any equipment of a type specified in this Code which he supplies or is required to supply;*
- (c) *Exterminate any insects, rodents or other pests in any family unit, if infestation is caused by the failure of the owner or operator to maintain the dwelling in a rat-proof or reasonable insect-proof condition, and he must exterminate such pests in any family unit in the dwelling, regardless of the cause of infestation, if infestation exists in two or more of the family units in the dwelling or in the shared or public parts of any dwelling containing two or more family units; and*
- (d) *Supply and maintain the facilities for refuse disposal which are required of him by Section 99-16.*

Liability to City

78-62. *An owner remains liable to the City for violation of duties imposed upon him by this Chapter even though:*

- (a) *An obligation is also imposed on the occupant by this Chapter; or*
- (b) *The owner has by agreement imposed on the occupant the duty of furnishing required equipment or of complying with this Chapter.*

*Pre-Ordinance Conversion in Existing
Buildings Applicability*

78-63. *A pre-ordinance (built before July 8, 1957) residential building or building of mixed residential occupancy not complying with the requirements in force and applicable to the building at the time of its conversion may, if permitted by the Zoning Ordinance, be altered so as to legalize the present number of dwelling units provided such building complies with all the provisions of Chapter 78. For conversions which have added only one additional dwelling unit over the original number permitted, the provisions of Section 78-72 shall apply.*

Height Limits

78-64. The said pre-ordinance building shall be not more than 4 stories in height if of ordinary construction, or two stories in height if of frame construction.

Stairwells

78-65. New and existing stairwells are to be separated from all other parts of the building with partitions providing a fire resistance rating of not less than one hour. Stairwells, doors, and frames are to comply with Section 62-3.6. Stair soffits shall be protected with wood lath and plaster, or one hour construction.

Corridors

78-66. Partitions enclosing public corridors must have a fire resistance rating of not less than one hour, and corridors doors and frames are to comply with Section 52-2(b).

Dwelling Separations

78-67. Partitions separating dwelling units or between dwelling units and other occupancies, including heating plants must be of one hour fire rated construction.

Partitions

78-68. All partitions are to be of original construction or of a half hour fire rated construction. Existing partitions may be altered or replaced with material allowed in the original structure.

Basement Ceiling Construction

78-69. Floor construction over the basement shall be a minimum of a half hour construction when the building contains three dwelling units or more.

Heating Plants

78-70. Furnaces or other heating plants shall be enclosed with a minimum of a half hour construction when the building contains three dwelling units or more.

Light and Ventilation

78-71. Light and ventilation requirements are to comply with Code provisions in effect at the time the building was originally constructed or they may comply with present requirements for new construction except as follows:

- (a) A kitchen with a floor of less than seventy square feet may be without either mechanical or natural ventilation if there is an opening of not less than 32 square feet between the kitchen and another room in the same family unit and if the room into which the kitchen opens meets the ventilation requirements of this Code.
- (b) Every toilet room and bathroom shall have adequate ventilation which may be either an openable window with an operable area of five percent of the floor area, mechanical ventilation complying with the requirements of Chapter 81, or a gravity vent flue constructed with incombustible leading to the roof of the building, or a combination of any of these. The gravity vent shall be computed at an aggregate clear area of not less than five percent of the floor area of the room, with a minimum area of at least one hundred and twenty square inches. Gravity vents shall be provided with a weather cap, directional vane, or rotary type ventilation on roof.

One Additional Dwelling Unit Over Original

78-72. A pre-ordinance (built before July 8, 1957) residential building or building of mixed residential occupancy, not complying with the requirements in force and applicable to the building at the time of its conversion, may be altered so as to legalize one dwelling unit, in addition to the number of dwelling units originally authorized, providing that said unit was determined by the Office of the Zoning Administrator or the Zoning Board of Appeals to have existed prior to July 8, 1957 and provided such building complies with the other provisions of this Section. Such conversion need not comply with the requirements of the following specific provisions of this Chapter:

- (a) Section 78-64 (height limits); however, in frame buildings four or more levels of living space shall be prohibited and in buildings of ordinary construction, with or without attic living space, five or more levels shall be prohibited.*
- (b) Section 78-5; however, all dwelling units must comply with the exit provisions of Chapter 67 except basement dwelling units may have a second exit through a room containing a heating plant.*
- (c) Section 78-65 (stairwell enclosures).*
- (d) Section 78-66 (corridor enclosures).*
- (e) Section 78-67 (dwelling separations).*
- (f) Section 78-69 (basement ceiling construction); however, if the basement contains a dwelling unit the entire basement ceiling construction is to be wood lath and plaster of half hour construction.*
- (h) Section 78-70 (heating plants); however, basement apartments are to be separated from heating plants with partitions of one hour construction.*

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

Chapter 78.1.

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting in its entirety, Chapter 78.2, renumbering the existing Chapter 78.1 as Chapter 78.2, and substituting a new Chapter 78.1, in Italics, as set forth below:

Rehabilitation Code

Statement of Purpose

78.1-1. The public health, safety and welfare is in part dependent on the conservation, rehabilitation and reuse of the existing building stock; that the application of new construction requirements and standards to the rehabilitation of existing buildings may unnecessarily increase the cost thereof; that adequate enforcement of minimum housing and other standards for safe and decent human habitation requires expeditious and cost effective procedures for encouraging the rehabilitation of existing buildings; that rehabilitation is a major mechanism for increasing the health and safety in existing buildings; and that adequate resources in the form of public and private initiatives exist to increase and expand the incidence of rehabilitation when such rehabilitation is regulated by reasonable requirements.

78.1-2. It is therefore the purpose of this Code, to the maximum extent consistent with basic standards of human health and safety to:

- (a) Promote the rehabilitation of existing sound buildings by allowing for differences between rehabilitation and new construction requirements in the application of the provisions of this Code.*

(b) Encourage the rehabilitation, the utilization of innovative and economic materials and methods of construction.

(c) Encourage the agencies charged with the enforcement of this Code and the officers thereof to:

(1) Apply the provisions of this Code to buildings to be rehabilitated in a manner consistent with the purposes stated herein.

(2) Exercise discretion and employ resourcefulness in the evaluation of Code compliance of rehabilitated structures in a manner consistent with the purposes stated herein.

78.1-3. Where there are not specific provisions in this article applying to the repair, alteration of, additions to, and changes of use of any existing building or structure or part thereof, then such building or part thereof shall be made to comply with the pertinent provisions of this Code for new buildings or structures.

Zoning, Fire District Restrictions, and Location Limitations

78.1-4. All repairs, alterations, additions and changes of use in existing buildings must comply with all applicable Sections of the Chicago Zoning Ordinance and with the special provisions of Section 78.1-5 through and including 78.1-9. Existing private detached garages and other buildings accessory to an established residential use may be altered, repaired, replaced or enlarged with new construction matching the existing construction up to the limits of the existing zoning and/or building construction requirements on that zoning lot.

78.1-5. No existing building located within the fire district limits shall be increased in height or area unless it is of a type of construction permitted for new buildings within the fire limits.

The fire district limits include all zoned districts classified B1-1 through B7-7 and C1-1 through C-4 together with an additional two hundred feet in all directions from the outer limits of the area so classified. The aforementioned additional two hundred feet shall be reduced to one hundred feet where the adjoining area is classified R-1 or R-2. The fire limits shall not include those zoned districts classified B1-1 through B7-7 and C1-1 through C-4 or any contiguous combination thereof whose aggregate area, exclusive of intervening public ways twenty-one feet or more in width, do not exceed one hundred thousand square feet.

78.1-6. Within the fire district limits no building or structure of frame (Type IV) construction or of non-combustible (Type II) construction shall be erected nor shall wood or other combustible veneers be permitted on buildings or structures within the fire limits with the following exceptions:

(a) Fences not exceeding ten feet in height.

(b) Temporary platforms, reviewing stands, builders' shanties and similar miscellaneous structures erected for a limited period of time as approved by the Commissioner of Inspectional Services.

(c) Coal and material bins, water towers and trestles constructed of heavy timber having minimum sizes conforming to the requirements of Type III-A, Heavy Timber Construction.

(d) Storm enclosures not exceeding twelve feet in height; nor more than three feet wider than the entrance doors which they serve.

(e) Boathouses of Type II construction not exceeding 2,500 square feet in area nor twenty-five feet in height.

(f) A building occupied as a private garage, not more than one story in height nor more than 500 square feet in area, located on the same lot with a dwelling, provided that such building shall be placed at least 3 feet from the lot lines of adjoining property.

(g) Buildings of unprotected non-combustible construction, except when used for a hazardous occupancy, not exceeding 5,000 square feet in area when used for a business occupancy, not exceeding 5,000 square feet when used as a gasoline filling station, or 1,000 square feet in area when used for other occupancies, nor more than one story in height, and having horizontal separation of not less than 12 feet on all sides. Walls having a horizontal separation of less than 12 feet shall have a fire resistance rating of not less than one hour.

(h) Buildings of unprotected non-combustible construction having a horizontal separation of 30 feet on all sides. Walls having a horizontal separation of less than 30 feet but not less than 12 feet shall have a fire resistance rating of not less than one hour. Walls having a horizontal separation of less than 12 feet shall have a fire resistance rating of not less than two hours.

(i) Greenhouses not exceeding 400 square feet in area and not more than 15 feet in height erected on the same lot with and accessory to a building of another occupancy.

(j) Sheds open on the long side, not more than 15 feet in height nor more than 400 square feet in area, located at least 10 feet from buildings and from adjoining lot lines.

(k) Porches, piazzas, or balconies on dwellings, not exceeding 10 feet in width or extending more than 3 feet above the second-story floor beams, provided that no such structure shall be located nearer than 3 feet to an adjacent lot line or be joined to a similar structure of another building. Porches, piazzas or balconies may be replaced in the same location with construction of the same type as the existing porch, piazza, or balcony, irrespective of their proximity to interior lot lines or other buildings on the same lot, providing that all zoning requirements are met.

(l) Roofs over parking lots and bus stations, of unprotected non-combustible construction, where the roof is at least 10 feet above the floor, and every 40 feet there is an open roof ventilation area 6 feet wide extending either the full length of the roof or the full width of the roof.

(m) Display signs as permitted in this Code.

(n) Cooling towers as permitted in Section 61.13.

78.1-7. In all zoned districts throughout the City, except within the fire districts, new frame (Type IV) construction, when permitted, shall be located not less than six feet from an interior lot line and not less than twelve feet from any other building on the same lot with the following exceptions:

(a) Private detached garages and other accessory buildings having a floor area not exceeding 600 square feet may be located no less than one foot from an interior lot line and no less than six feet from another building on the same lot.

(b) Any frame building, except private detached garages and other accessory buildings, having exterior wall construction providing fire resistance of not less than one hour, may be located no less than three feet from an interior lot line and no less than six feet from any other building on the same lot.

(c) Existing frame porches may be repaired or replaced irrespective of their proximity to lot lines or other buildings on the same lot. Existing frame porches may be enclosed irrespective of their proximity to lot lines or other buildings on the same lot only when all zoning restrictions are met, and the requirements of Section 78.1-25 are met.

(d) Existing frame or non-combustible porches and stairs not exceeding three stories in height may be extended up one story to the roof level of the existing building irrespective of their proximity to interior lot lines or other buildings on the same lot, provided all zoning requirements are met.

78.1-8. In all zoned districts throughout the City buildings of non-combustible (Type III) construction shall be located not less than three feet from an interior lot line and not less than six feet from another building on the same lot, unless the wall facing such lot line or adjoining building is constructed of materials providing fire resistance of not less than two hours and with all openings protected, as required in Section 62-2.4.

78.1-9. In all zoned districts throughout the City eaves, cornices, ornamental projections, chimneys, buttresses, pilasters, and similar projections, shall not project beyond the main building wall more than one third of the distance to the interior lot line.

Historic Preservation

78.1-10. When authorized by the Commissioner of the Department of Inspectional Services, any repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building or structure may be made without conforming to all of the requirements of this Code when:

(a) The building or structure has been recommended for designation by the Commission of Chicago Historical and Architectural Landmarks as designated by the City Council as a "Chicago Landmark" having special historical or architectural significance.

(b) Any unsafe conditions are corrected in accordance with approved plans. Unsafe conditions include those which in relation to the existing use constitute a hazard to safety, health, or public welfare, either within the building itself or to adjacent buildings, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment.

(c) The restored building or structure will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

Commission on Chicago Historical and Architectural Landmarks

78.1-11. The Commission on Chicago Historical and Architectural Landmarks shall examine and advise the Commissioner of Inspectional Services whether the proposed work meets with their approval for all applications for building permits for alterations, additions, repairs or demolition of any building or structure designated as a "Chicago Landmark" or located within a Chicago Landmark District. Such examination shall be made after application for the permit is filed but before review by the Department of Inspectional Services. This examination shall be based on the appropriateness of the proposed work in relation to the spirit of the Landmarks Ordinance and consistent with the most recent guidelines available from the Commission on Chicago Historical and Architectural Landmarks. In cases where the proposed work would remedy conditions imminently dangerous to life, health, and property, the Commission shall approve the permit application for emergency repairs notwithstanding other considerations relating to its status as a "Chicago Landmark."

Change of Occupancy

78.1-12. When the occupancy of an existing building or portion thereof is so changed as to transfer it from one occupancy classification to another, the provisions of Sections 78.1-13 to 78.1-20 inclusive shall apply.

78.1-13. When the occupancy of an existing building is changed in part the occupancy separations shall be provided in accordance with Table 48-12.5. The provisions of Sections 78.1-12 through and including 78.1-20 shall not apply to those portions of the building that have no change of occupancy.

78.1-14. No change of occupancy shall impose structural loads, either vertical or horizontal, which would cause the existing building to be subjected to stresses exceeding those permitted by this Code for new construction. Any increase in floor or roof load shall be investigated to determine the adequacy of the existing structural system to support the increased loads. If the existing system is found to be inadequate, it shall be modified to support the increased loads.

78.1-15. The change of a commercial unit (storefront) to a residential use, if allowed by zoning and where the primary use of the building is residential, shall require compliance with the provisions as set forth in Sections 78.1-21 through and including 78.1-23, "Increase in Number of Dwelling Units," but need not comply with other change of occupancy requirements of this Section.

Requirements for Change to Residential Occupancy

78.1-16. When the occupancy of an existing building is changed from any occupancy classification to residential, the following requirements shall be met:

- (a) The existing stairways and elevators may remain but shall be enclosed, in accordance with the requirement Section 62-3.2 and 62-3.3. Stairs, passenger elevators, and escalators may be all placed in the same enclosure.
- (b) Boiler rooms and heating plants shall be enclosed, in accordance with Section 62-4.
- (c) Exit signs and lights shall be provided, in accordance with Chapter 67-18.
- (d) Means of egress lighting shall be provided, in accordance with Chapter 67-17.
- (e) Fire alarm and extinguishing systems shall be provided, in accordance with Chapters 64 and 91.
- (f) Height and area limitations shall be in accordance with Chapter 51 for all additions. If the existing building already exceeds the height or area limitations for the new use, it may be changed to residential occupancy but it shall not be increased in height or area. If the height of the existing building exceeds 80 feet, the existing building shall comply with the High Rise Code, Chapter 62.1. If the building being changed to residential use is a Type III-A building, over 55 ft. high, the building shall comply with the High Rise Code, Chapter 62.1 or with the sprinkler alternate.
- (g) Pipe shafts and ducts shall be enclosed, in accordance with Section 62-3.4.
- (h) All residential buildings shall be provided with smoke detectors, as required in Chapter 52.
- (i) All residential buildings over four stories in height shall be provided with self-closing devices on doors opening upon public corridors or stairs.

*Requirements for a Change of Occupancy to any Occupancy
Other Than Residential*

78.1-17. When the occupancy of an existing building is so changed as to transfer it from one occupancy classification to another, the Commissioner of the Department of Inspectional Services shall first determine whether the change results in a lesser, equal, or greater hazard in accordance with Table 78.1-17. The occupancy classification shall be evaluated relative to the last known legal occupancy of the building.

Table 78.1-17

Hazard Index

Occupancy	Class	Hazard Index Number
Residential	A	2
Institutional	B	6
Large Assembly	C-1	6
Small Assembly	C-2	4

<i>Schools</i> <i>(Type I, IB and III)</i>	<i>C-3</i>	<i>4</i>
<i>Adult Education</i> <i>(School Type II)</i>	<i>C-3</i>	<i>2</i>
<i>Business</i>	<i>E</i>	<i>2</i>
<i>Mercantile</i>	<i>F</i>	<i>3</i>
<i>Industrial</i>	<i>G-1</i>	<i>1</i>
<i>Industrial</i>	<i>G-2</i>	<i>3</i>
<i>Storage</i>	<i>H-1</i>	<i>1</i>
<i>Storage</i>	<i>H-2</i>	<i>3</i>
<i>Garages</i> <i>(Other than private)</i>	<i>H-3</i>	<i>4</i>
<i>Hazardous</i>	<i>I</i>	<i>6</i>

Equal or Lesser Hazard

78.1-18. When the proposed use is of equal or lesser hazard, further compliance with the Code for new construction is not required, except as specified below:

- (a) Exit signs and lights shall be provided, in accordance with Chapter 67-18.*
- (b) Means of egress lighting shall be provided, in accordance with Chapter 67-17.*
- (c) Fire alarm and extinguishing systems shall be provided, in accordance with Chapters 64 and 91.*

Increase In One Hazard Index Number

78.1-19. When the proposed change in use results in an occupancy class one hazard index number higher than its present occupancy class as defined in Table 78.1-17, the entire building must meet all the requirements of the Code for new construction, with the following exceptions:

- (a) Existing stairways and elevators may remain but shall be upgraded by one of the following alternative methods:*
 - (1) Stairs and elevators shall be fully enclosed in accordance with the requirements of Section 62-3.2 and 62-3.3.*
 - (2) Non-combustible doors and assemblies shall be installed in the corridors between exit stairs. Such assemblies need not be rated but shall be constructed, as provided by Section 62-3.2(a).*
 - (3) The entire building served by the existing stairs shall be provided with a standard sprinkler system, complying with the requirements of Chapter 91.*
- (b) Compliance is not required with all the provisions of Chapter 51 for height and area limitations, however, no existing building may be increased in area or height beyond the limitations of Chapter 51.*
- (c) Compliance is not required with Section 62-1.4 and 62-2.3 for existing parapets.*

Increase of Two or More Hazard Index Numbers

78.1-20. When the proposed change in use results in an occupancy class two or more hazard index numbers higher than its present occupancy class, as defined in Table 78.1-17, the entire building shall meet the requirements of this Code for new construction.

Increase in Number of Dwelling Units

78.1-21. The allowance to increase the number of dwelling units under the provisions of this Section shall apply to each building area separated by vertical separations providing fire resistance of not less than two hours and extending from the basement floor to the underside of the roof sheathing. All openings in such vertical separations shall be protected with Class B fire doors with self-closing devices.

Increase in One Additional Dwelling Unit Over Original

78.1-22. In any residential building or building of mixed occupancy, with one of the occupancies being residential, the number of dwelling units may be increased by one dwelling unit above the number of units constructed at the time the building was built, providing the building complies with the following requirements:

- (a) The alterations meet the requirements of Chapter 194A of the Municipal Code of Chicago.
- (b) The building shall not be more than four stories high for ordinary construction (Types III-B or III-C), and not more than two stories high for combustible frame construction (Types IV-A or IV-B). Buildings of mixed ordinary and frame construction shall be governed by the requirements of combustible frame construction.
- (c) A basement may be used for habitable rooms or a dwelling unit, regardless of the depth of the floor below grade, if the floors and walls are impervious to leakage of underground and surface run-off water and are protected against dampness, and if the required minimum window area is located entirely above the finished elevation of the ground adjoining the building wall in which the windows are located.
- (d) Area and space requirements of Sections 78-45 through and including 78-47 shall be met in all rooms, except that at least eighty percent of the floor area of every habitable room shall have a ceiling height of not less than 7'6". Twenty percent of the floor area of any habitable room may have a ceiling height as low as 6'8".
- (e) Natural light and ventilation shall comply with requirements of Chapter 81.1, except that the effective glazed or opening area may be computed at 100% of the actual glazed or opening area instead of 80% when facing a wall or other obstruction at a distance of less than ten feet.
- (f) Exits shall comply with the exit requirements of Sections 78.1-32 through and including 78.1-35, except that basement dwelling units may have a second exit through a space containing a heating plant.
- (g) If the basement contains a dwelling unit, the entire basement ceiling construction shall be 1/2 hour rated construction, or the original wood lath and plaster construction.
- (h) Basement apartments shall be separated from heating plants as required by Chapter 62-4.

Increase of Two or More Dwelling Units Over Original

78.1-23. In any residential building or building of mixed occupancy with one of the occupancies being residential, the number of dwelling units may be increased by more than one dwelling unit above the number of units constructed at the time the building was built, providing the building complies with all of the requirements listed in Section 78.1-22, and also the following additional requirements:

- (a) Stairways shall be enclosed with walls of one hour construction in buildings not exceeding three stories in height. Stairways shall be enclosed with walls of two hour construction if the building exceeds three stories in height. Stairwell enclosures may be combustible or non-combustible construction as long as the required separation ratings are met.

(b) Stairwell doors shall be 1-3/4" solid core wood with 1-3/4" rabbeted wood frames in buildings not exceeding three stories in height. Stairwell doors shall be Class B doors and frames in buildings exceeding three stories in height. All stair doors shall be self-closing.

(c) All existing dwelling and corridor separations shall be 1/2 hour rated construction, combustible or non-combustible. All new dwelling and corridor separations shall be one hour rated construction, combustible or non-combustible.

(d) Corridor doors to dwelling units shall be 1-3/4" solid core wood with 1-3/4" rabbeted wood frames. All corridor doors to dwelling units shall be self-closing.

(e) Heating plant enclosures shall comply with the requirements of Chapter 62-4.

(f) Basement ceilings shall comply with the requirements of Chapter 49-10.3.

Additions

78.1-24. An existing building or structure may be increased in height or area up to the limits imposed by Chapter 51.

(a) When the floor area is increased by not more than 25% of the original building, only the new construction need conform to all requirements of this Code for new construction. When the floor area is increased by more than 25% of the original building, the entire building shall conform to all requirements of this Code.

(b) Where a fire wall complying with Chapter 62 is provided which separates the addition from the existing building, only the new construction need conform to all requirements of this Code for new construction, regardless of the percentage increase in area created by the addition. Such an addition with the required fire wall separation, may also be considered a separate building if on a separate lot.

(c) No addition shall impose exiting loads which exceed the capacity of the existing building exits without provision of additional exits, in conformance with Section 78.1-32 through and including 78.1-35 of this Chapter for the existing building or Chapter 67 for the addition.

(d) No addition shall impose structural loads, either vertical or horizontal, which would cause the existing building to be subjected to stresses exceeding those permitted by the new construction. Any increase in floor or roof loading, shall be investigated to determine the adequacy of the existing floor system to support the increased loads. If the existing floor system is found to be inadequate, it shall be modified to support the increased loads.

78.1-25. Existing porches may be repaired or replaced in the same location with construction of the same type as that of the existing porch.

(1) Existing porches not exceeding three stories in height may be extended up one story to the roof level regardless of their location with respect to the lot line or other buildings on the same lot, if in conformance with the Zoning Ordinance.

(2) Existing porches may be enclosed, regardless of their location with respect to the lot line or other buildings on the same lot, if construction requirements of Chapter 49 are met. If the existing porch is less than six feet from an interior lot line, the enclosure shall be a minimum of one hour rated construction, if in conformance with the Zoning Ordinance.

Dormers

78.1-26. Dormers may be added to any residential building provided that zoning requirements are met. If dormers are added to an attic space which is part of the apartment below it, the attic floor shall not be considered an additional floor in terms of building height. However, the number of living levels, exclusive of the basement, is not to exceed three levels in Type IV-A and IV-B buildings, or four levels in Type III-B and III-C buildings.

(a) Dormers may be built with their outer wall flush with the existing wall below, providing, however, such construction complies with the Zoning Ordinance.

(b) Dormers built on a building of ordinary construction (Type III-B or III-C) may be built of one hour metal stud or fire retardant treated wood in lieu of masonry, provided it meets the applicable construction requirements of Chapter 49 and does not exceed the height and area limitations of Chapter 51.

(c) Dormers built on a building of combustible frame construction (Types IV-A and IV-B) may be built of wood frame construction, provided it meets the applicable construction requirements of Chapter 49 and does not exceed the height and area limitations of Chapter 51.

Skylights

78.1-27. Prefabricated standard acrylic or polycarbonate skylight units may be installed in existing buildings not exceeding 10% of the total roof area. In addition, custom built skylights may be installed in existing buildings if their frames are constructed of non-combustible material and if they are glazed with laminated glass or other approved safety glazing materials.

Utilization of Existing Space Within Residential Buildings

78.1-28. Utilization and finishing of basement and attic space, including dormer additions, which make productive use of the existing floor area, and which become part of an existing dwelling unit but are not used to create additional units, shall not be considered as additional stories for purposes of height limitations under the code. However, the number of living levels, exclusive of the basement, is not to exceed three levels in Type IV-A and IV-B buildings, and four levels in Type III-B and III-C buildings.

Alterations and Repairs

78.1-29. In alterations or repairs to an existing building, all new construction shall comply with the applicable provisions of the Code for new construction, except as follows:

(a) The Department of Inspectional Services may approve minor nonstructural additions, alterations, or repairs using materials conforming to those with which the original building was constructed, providing they have the required strength and fire resistance.

(b) Officially designated historical buildings or structures shall meet the requirements of Section 78.1-10 "Historic Preservation."

(c) Buildings which will undergo a change of occupancy in conjunction with the alterations or repairs shall also meet the requirements of Sections 78.1-12 through and including 78.1-20 "Change of Occupancy."

(d) Residential buildings which will increase the number of dwelling units shall also meet the requirements of the Sections 78.1-21 through and including 78.1-23 "Increase in Number of Dwelling Units."

(e) In buildings containing not more than three dwelling units, basement recreation rooms not used for sleeping purposes may comply with the following minimum requirements when smoke detectors complying with Sections 78-10 through and including 78-15 are provided in each dwelling unit in the building and in that portion of the basement used as a recreation room:

(1) Exterior walls of masonry or concrete construction may be furred with wood no larger than 2" by 4." Paneling may be applied directly to this furring provided the paneling is not more combustible than wood.

(2) Partitions shall have a fire rating not less than 1/2 hour or may consist of wood studs covered one or both sides with paneling not more combustible than wood, provided the length of the interior partitioning shall not exceed the width of the basement plus ten feet.

(3) The ceiling finish in any basement recreation room shall have a flame spread rating not to exceed Class I (0 to 25).

78.1-30. Any building over eighty feet in height which is altered or repaired, the cost of which exceeds fifty percent of the reproduction cost of the building, shall comply with requirements of Chapter 62.1 for high rise buildings, and Chapter 62 for stair, elevator and shaft enclosures.

Assembly Occupancy Alterations

78.1-31. Any stage or projection block hereafter altered or remodeled shall comply in its entirety with the provisions of this Code for new construction:

(a) In Assembly Units having fixed seating, any alteration of the seating arrangement or of any means of exit shall comply with the provisions of Chapter 54, and any such alterations of seating shall comply with all the means of egress requirements of this Code.

(b) No alteration or extension of any existing system of heating or refrigeration or any system of piping or machinery in which hazardous gases or liquids are contained, or which are prohibited in an Assembly Unit under this Code, shall be made, unless all parts of such system and the rooms or spaces containing them shall be made to comply with the provisions of this Code.

(c) Any room in an Assembly Unit hereafter converted for any use requiring special protecting under this Code shall be made to comply with the provisions of this Code for such special protection.

(d) Areas used for storage of combustible containers in new and existing buildings with exhibition areas shall be enclosed with two-hour fire resistive construction and shall be equipped with a standard sprinkler system, as defined in Chapter 91 of this Code.

(e) Fire Alarm systems and other fire protection systems shall be provided, in accordance with requirements of Chapter 91.

(f) Exit lights shall be provided, in accordance with requirements of Chapter 67-18.

(g) Means of egress lighting shall be provided, in accordance with the requirements of Chapter 67-17.

(h) Emergency electrical systems and lighting shall be provided, in accordance with the requirements of Chapter 88-700.

Exit Requirements

78.1-32. Every building shall have not less than the minimum number of exits prescribed in Section 67-4, with the following exceptions:

(a) In existing buildings where exits do not comply with the requirements of Chapter 67 and in which hazardous conditions exist because of the number or location of exits, the Commissioner of the Department of Inspectional Services may order additional exits to insure adequate life safety of the occupants.

(b) Fire escapes may be permitted where such exits now serve existing buildings and may be added to existing buildings when additional exits are necessary, if conditions do not permit the use of more adequate exit facilities.

(c) Other means of fire escape, such as ladders or other devices, may be permitted in unusual circumstances and shall comply with such requirements as the Commissioner of the Department of Inspectional Services shall prescribe.

(d) In existing multiple dwellings, one exit shall be permitted from the basement, first or second story, provided that:

(1) The enclosed area of such floor or basement space is separated from all other areas by partitions of one hour rating;

(2) The enclosed area does not exceed 800 feet;

(3) The exit serves only one family on each story or basement, except that an exit from the basement or first story to grade may be shared by more than one unit.

78.1-33. Existing fire escapes may be repaired, altered or extended to serve floors not presently served if done in conformance with the requirements of Section 67-16, regardless of their proximity to interior lot lines or other buildings on the same lot, provided that zoning requirements are met.

78.1-34. Existing fire escapes may be removed if the remaining required exits conform to all new construction requirements of Chapter 67 regarding number, width, location, access to, and enclosure.

Existing Interior Exit Stairways

78.1-35. When a building, floor, space, or area is remodeled, the cost of which exceeds 50% of the cost of reproduction of that building, floor, space, or area, the exit stairs serving that building, floor, space, or area shall be upgraded by one of the following alternative methods:

(a) The stairway shall be enclosed to comply with requirements of Chapter 62-3.2.

(b) Non-combustible doors and assemblies shall be installed in the corridors between exit stairs. Such assemblies need not be rated but shall be constructed, as provided by Section 62-3.2(a).

(c) The entire remodeled building, floor, space, or area served by the exit stairs shall be provided with a standard sprinkler system, complying with the requirements of Chapter 91.

Heat, Light and Ventilation Requirements

78.1-36. Existing safe and well maintained heating and air-conditioning systems may remain, provided they comply with the minimum heat output requirements of Sections 78-38 and 78-39. If heating or air-conditioning systems are altered, the alterations shall conform with Chapters 17, 79.1, 80, and 85.

78.1-37. Existing means of natural light and ventilation may remain and not be increased in area if they are in compliance with the Codes in force at the time the building was built or altered. If the room sizes are altered, the natural light and ventilation requirements of Chapter 81.1 shall be met, except that existing courts or light wells need not be increased in size.

Existing Mechanical Ventilation Supply, Return and Exhaust Systems

78.1-38. Existing systems which are in compliance with Codes in force at the time the building was built or altered may remain:

(a) If room sizes are increased or the use of a room is changed, the altered area shall be provided with ventilation, in accordance with the requirements of Chapter 81.

(b) If existing mechanical systems are altered, those altered systems shall comply with the requirements of Chapter 81.

(c) Mechanical ventilation shall not be permitted as the sole means of ventilation in any habitable space in a residential occupancy, except as provided in Chapter 81. Natural light and ventilation shall be provided in accordance with the Code in force when the building was built or altered.

Handicapped Accessibility Requirements

78.1-39. When any alterations or additions are made to an existing building which is owned by the State of Illinois or any of its political subdivisions, said building must comply with all applicable requirements of the latest edition of the State of Illinois Accessibility Standards.

78.1-40. The State of Illinois Accessibility Standards are not applicable to alterations or repair work other than as specified in Section 78.1-39. However, they are applicable to additions to existing public buildings.

78.1-41. In all buildings being remodeled, except single family residences, multi-story residential buildings under four stories in height, and the second floor of two story buildings having less than 15,000 square feet at the second floor level or any occupied levels below grade having less than 15,000 square feet, the following provisions shall apply:

(a) When a building is being remodeled at a cost not exceeding 50% of the reproduction cost of the building, any new work being performed shall conform to the following requirements:

(1) Whenever a door and partition is replaced, the door width shall be a minimum of 32 inches unless restricted by adjacent construction. Doors to toilet rooms in residential occupancies shall be a minimum of 30 inches.

(2) Whenever seating is remodeled in assembly occupancies, or when any new toilet room is built, there shall be provided at least one water closet for each sex for every 500 occupants which is accessible to the handicapped. The toilet stall shall be at least 3 feet wide by 5 feet deep, having a door stall that has a clearance of 32 inches and swings out to accommodate a wheel chair. The stall shall be provided with grab bars on each side. The grab bars shall be 1-1/2 inches in diameter, set a maximum of 1-1/2 inches clear from the wall and 33 inches above the floor. The flood level rim of the water closet shall be 88" above the adjacent floor.

(b) When a building is being remodeled at a cost exceeding 50% of the reproduction cost of the building, the following provisions shall apply:

(1) In every building where toilets are provided, except in dwelling units, there shall be at least one water closet for each sex which is accessible to the handicapped. There shall be at least one such water closet for each sex for every 500 occupants. The toilet stall shall be at least 3 feet wide by 5 feet in depth, having a door (if used) that has a clearance of 32 inches and swings out to accommodate a wheel chair. The water closet in this one stall shall be set 19 inches above the floor. The stall shall be provided with grab bars on each side. The grab bars shall have an outside diameter of 1-1/2 inches and shall be installed 33 inches above and parallel to the floor, with 1-1/2 inches clearance from the wall.

(2) Where drinking fountains are provided in public buildings, they shall not be more than 36 inches above the floor. Measurement shall be to top of basin.

(3) Elevators shall be provided with emergency hold open buttons and the emergency communications no higher than 4 feet from the floor, except in buildings which provide ramps for the handicapped.

(4) There shall be not less than one primary entrance or exit for the handicapped from the property line to the building, accessible to, and usable by, individuals in wheel chairs, or those with major mobility limitations.

(5) Doors to all rooms shall be minimum width of 32 inches, with the exception of toilet rooms in residential occupancies. The doors to toilet rooms in residential occupancies shall have a minimum width of 30 inches.

(6) Doors opening into mechanical or electrical equipment rooms, storage rooms, stairs or entrances to vehicular traffic areas, shall have knurled handles to alert the blind.

(7) Entrance and vestibule doors for handicapped use, located within the route of travel, shall, in addition to complying with other laws and ordinances, comply with the following regulations:

(a) There shall be a clear level space of at least three feet when said doors are in ninety degrees open position. Vestibules shall have a minimum width of four feet, six inches.

(b) Minimum single entrance or vestibule door width shall be three feet.

(c) The manual pull or push to operate entrance or vestibule doors shall not exceed ten pounds pressure.

(8) Ramps used in lieu of stairs shall have a grade not exceeding one in twelve.

(9) Exterior and interior ramps for the handicapped in the route of travel shall comply with the following regulations:

(a) The surface of any ramp shall be made of nonskid material.

(b) The width of the ramp shall be at least thirty-six inches.

(c) The top and bottom of the ramp shall provide a level surface containing at least twenty-five square feet in area with a minimum dimension of four feet, six inches.

(d) There shall be intermediate level platforms with a minimum dimension of four feet six inches, every thirty feet of ramp length.

(e) All major turns in ramps shall be equipped with a level intermediate platform at the turn, and shall not be less than four feet six inches in width.

(f) There shall be provided at least one handrail, thirty-two to thirty-four inches high, along one side of each ramp that provides for any change in vertical elevation that exceeds eight inches in height, and shall extend horizontally one foot beyond the top and the bottom of the ramp.

78.1-42. The following handicapped accessibility provisions shall apply to all buildings except single family residences, multi-story residential buildings under four stories in height, and the second floor of two story buildings having less than 15,000 square feet at the second floor level, or any occupied levels below grade having less than 15,000 square feet being changed in occupancy classification, or to that portion of a building being changed in occupancy classification. Those provisions required for any remodeling shall also apply:

(a) Equal or lesser hazard as determined by Table 78.1-17. No requirements, except as noted in 78.1-42 (d) and 78.1-42 (e).

(b) Increase of one Hazard Index Number. No requirements, except as noted in 78.1-42 (d) and 78.1-42 (e).

(c) Increase of two or more Hazard Index Numbers, the provisions of Section 78.1-41 (b) shall apply.

(d) There shall be provided a minimum of 1% and at least two wheelchair spaces in buildings changed to assembly occupancy with fixed seating. Such spaces may be provided by means of movable seating. This requirement shall also be met whenever seating is remodeled or changed in an existing assembly occupancy.

(e) Every new restaurant shall provide at least one water closet for each sex for every 500 Occupants, which is accessible to the handicapped. The toilet shall be at least 3 feet wide by 5 feet deep, having a door that has a clearance of 32 inches and swings out to accommodate a wheelchair. The stall shall be provided with grab bars on each side. The grab bars shall be 1-1/2 inches in diameter and a maximum of 1-1/2 inches clear from the wall and 33 inches above the floor. The flood level rim of the water closet shall be 18 inches above the adjacent floor.

Archaic Materials

78.1-43. Materials already existing in older buildings which have not been tested in accordance with contemporary standards may be acceptable, if they meet the National Institute for Building Sciences "Guideline on Fire Rating of Archaic Materials and Assemblies" for the rating as required. The NIBS guidelines list a large number of common archaic assemblies of materials for walls, columns, floors and ceilings, beams, and doors with recommended fire resistances in hours. The guidelines describe how to evaluate any archaic material assembly which is not listed or tested. This standard, which is available for reference at the Department of Inspectional Services, should be consulted for any questionable existing archaic assembly which is required by code to meet a specific fire resistance. It may also be used in those cases where it is desirable to install an archaic material with a required rating to match an archaic material already existing elsewhere in the building. Such archaic assemblies do not have to be brought before the Building Board of Appeals to be acceptable if the appropriate standards are referenced on the permit application.

Moving Buildings

78.1-44. Whenever buildings are moved all repair work made necessary by such move shall comply with the rehabilitation standards described in this Chapter.

Plumbing Requirements

78.1-45. Any existing residential building undergoing rehabilitation, remodeling, addition or repair pursuant to the provisions of this Chapter, and which does not exceed four stories in height may utilize three inch soil stack not exceeding sixty (60) fixtures units with not more than two water closets per floor or two water closets per horizontal branch, and not to exceed six water closets per stack. Waste connections to the water closet shall be by a 3 inches x 4 inches reducing fitting using an approved four inch closet flange. All additional modifications or alterations to an existing plumbing system shall meet the requirements of Chapters 82 and 83 of the Municipal Code.

Electrical Requirements

78.1-46. When alterations, remodeling or repairs being made pursuant to the provisions of this Chapter encompass 60% or more of a building structure, dwelling unit or electrical system, then, the wiring serving such building or dwelling unit shall conform to the provisions of Chapters 86, 87, and 88 as they apply to new construction requirements for dwelling type occupancies, such provisions are more fully set forth in Chapter 88, Section 88-570.1.

78.1-47. When alterations, remodeling or repairs being made pursuant to the provisions of this Chapter encompass less than 60% of a building structure, dwelling unit or electrical system in an existing residential building not exceeding four stories in height or in the residential portion of an existing building of mixed occupancy not exceeding four stories in height, then, the wiring serving such building or dwelling unit shall conform to the minimum standards as set forth in Chapter 88, Section 88-570.8.

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

—
Chapter 88. Sections 88-570.1 thru 88-570.8.

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Section, Section 570.1 through and including 570.8, to Chapter 88 as set forth below in Italics:

*Electrical Requirements for Existing Residential
Buildings Not Exceeding Four
Stories in Height.*

88-570.1. SCOPE. When alterations, remodeling or repairs encompass 60% or more of a building structure, dwelling unit or electrical system, the wiring serving such building or dwelling unit shall conform to the provisions of Chapters 86, 87, and 88 as they apply to new construction requirements for dwelling type occupancies.

When alterations, remodeling or repairs encompass less than 60% of a building structure, dwelling unit or electrical system, in an existing residential building not exceeding four stories in height or in the residential portion of an existing building of mixed occupancy not exceeding four stories in height, the wiring serving such building or dwelling unit shall conform to the minimum standards as set forth in Section 88-570.8.

88-570.2. GENERAL. All electrical installations, alterations and repairs shall be performed by a registered electrical contractor.

88-570.3. PERMITS. The registered electrical contractor shall obtain an electrical permit for all electrical work to be performed. Electrical permits shall be obtained before any electrical work is started.

88-570.4. PLANS. All required electrical plans and load calculations shall be submitted before any electrical work is started. All plans and load calculations are subject to field inspection.

88-570.5. ELECTRICAL HEATING. All electric heat installations and conversions shall conform to the provisions of Chapter 87, Section 422.40.

88-570.6. EMERGENCY LIGHTING. All residential occupancies which contain five or more dwelling units shall conform to the provisions of Chapter 88, Section 700, as they apply to emergency lighting requirements.

88-570.7. GROUND-FAULT PROTECTION. All 120 volt, single phase, 15 and 20 ampere receptacle outlets installed in bathrooms, lavatories, powder rooms, garages and outdoor locations shall have suitable ground-fault circuit-interrupter protection for personnel.

88-570.8. MINIMUM STANDARDS. The minimum standards set forth in Section 88-570.8, and its sub-sections, are hereby made retroactive and shall apply to all existing residential buildings, not exceeding four stories in height, and to the residential portions of existing buildings of mixed occupancy not exceeding four stories in height.

(a) AMPACITY REQUIREMENTS. The existing electrical service, feeders, distribution and system ground shall be in an approved, acceptable condition and shall be of adequate ampacity for the load being served. A minimum of 60 amperes supply shall be required for each dwelling unit.

(b) OVERCURRENT PROTECTION. All overcurrent protection shall be of the proper size. When plug fuses are utilized, they shall be "TYPE S".

(c) **BRANCH LIGHTING CIRCUITS.** Each dwelling unit shall be provided with a minimum of one 15 ampere general lighting branch circuit for each 500 square feet of normal living space.

(d) **APPLIANCE BRANCH CIRCUITS.** Each dwelling unit shall be provided with a minimum of one appliance branch circuit to supply a minimum of two receptacle outlets in the cooking area and one receptacle outlet in the laundry area. All receptacle outlets on the appliance branch circuit shall be of the grounding type and shall be supplied by a minimum of #12 A.W.G. insulated copper wire.

(e) **RECEPTACLE OUTLET REQUIREMENTS.** An adequate number of receptacle outlets shall be provided in every habitable room of each dwelling unit to eliminate the need for the use of cord extension wiring. The minimum number of receptacle outlets required for various sized rooms is shown in Table 88-570.8(e).
8(e):

Table 88-570.8(e)

Room Size	Receptacle
1 to 64 sq. ft. (Example, 8' x 8')	1
65 to 100 sq. ft. (Example 10' x 10')	2
101 to 150 sq. ft. (Example 12' x 12')	3

Over 150 sq. ft. -- A minimum of one receptacle outlet on each wall. Where straight walls exceed 20 linear feet, a minimum of one receptacle outlet shall be provided for every 18 linear feet of that wall.

A grounding type receptacle outlet shall be provided in each bathroom, lavatory or powder room. Grounding type receptacles, which are part of an approved lighting fixture or medicine cabinet, may serve as the required receptacle outlet. Receptacle outlets in all other rooms shall be accessible for use with typical furniture arrangements and shall be permanently installed on or in the walls of such rooms.

(f) **ILLUMINATION.** All rooms of each dwelling unit shall be adequately illuminated. Closets shall be adequately illuminated and shall contain light fixtures unless adequate illumination is supplied from adjacent fixtures outside the closet.

(g) **COVERS.** All electrical boxes and outlets shall be provided with approved covers or plates.

(h) **SMOKE DETECTORS.** Required smoke detectors may be of the battery type. All smoke detectors shall be approved.

(i) **WIRING METHODS.** In addition to those wiring methods recognized in Chapters 87 and 88 of this Code, the following methods are recognized as suitable:

(1) **3/8" FLEXIBLE METAL CONDUIT.** In addition to the provisions of Chapter 87-350.3, 3/8" flexible metal conduit may be used for extensions to branch lighting or ordinary appliance branch circuits not exceeding 20 amperes. 3/8" flexible metal conduit extensions are permitted between an existing outlet and two new outlets located in new or existing walls or partitions. Installations of 3/8" flexible metal conduit extensions shall be permitted in lengths up to 25 linear feet. The number of conductors permitted in a 3/8" flexible metal conduit extension shall conform to Table 88-570.8(i) (2):

*Maximum Number of Insulated Conductors in 3/8-Inch
Flexible Metal Conduit.*

Col. A = With fitting Inside conduit.

Col. B = With fitting outside conduit.

Size AWG	Types RFH-2, SF-2		Types TF, T.XHHW, AF, TW, RUH, RUW		Types TFN, THHN, THWN		Types FEP, FEPB, PF, PGF	
	A	B	A	B	A	B	A	B
18	..	3	3	7	4	8	5	8
16	..	2	2	4	3	7	4	8
14	..	..	..	4	3	7	3	7
12	..	..	..	3	..	4	..	4
10	..	..	..	..	..	2	..	3

In addition, one uninsulated grounding conductor of the same AWG size shall be permitted.

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

*Action Deferred--ON PROPOSED ORDINANCES FOR
AMENDMENT OF CHICAGO ZONING
ORDINANCE TO RECLASSIFY
PARTICULAR AREAS.*

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Roti, *Deferred* and ordered published:

CHICAGO, February 25, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* two proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on November 4 and December 29, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

The following are descriptive summaries of said two proposed ordinances transmitted with the foregoing committee report:

Reclassification of Area Shown on Map - No. 1-E.

An ordinance to classify as Business Planned Development No. 263, as amended, instead of Business Planned Development, No. 263, the area bounded by

a line 162 feet north of E. Randolph Street; N. Michigan Avenue; E. Randolph Street; and N. Garland Court. (Map No. 1-E).

Reclassification of Area Shown on Map - No. 13-M.

An ordinance to classify as an R4 General Residence District instead of a B4-1 Restricted Service District, the area bounded by

W. Higgins Road; a line 153.01 feet southeast of N. Monitor Street and perpendicular to W. Higgins Road, measured along the southwest line of W. Higgins Road; the alley next southwest of and parallel to W. Higgins Road; and N. Monitor Street. (Map No. 13-M).

**COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.**

**Designation of Dearborn Street Station
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 May 29, 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 Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Dearborn Street Station be designated a Chicago Landmark.

SECTION 2. The structure known as the Dearborn Street Station, located on property commonly known as 47 West Polk Street, Chicago, Illinois, and legally described as:

Six parcels as follows: Parcel I: Lots 1, 6, 7, 12, 13, 18, 19, 24, 25, 30, 31, 36, 37, 42, 43, and 48 in the Subdivision of Block 127 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Parcel II: The West ½ of the alley lying East of and adjoining Parcel I;

Parcel III: The East ½ of Federal Street lying West of and adjoining Parcel I;

Parcel IV: Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45 in Ogden, Rees and McMartin Subdivision of Block 134 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Parcel V: The East ½ of the alley lying West of and adjoining Parcel IV; and

Parcel VI: The West ½ of Plymouth Court lying East of and adjoining Parcel IV, all in Cook County, Illinois is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. Notwithstanding any other provision of the Municipal Code of Chicago, no permit application for work upon said structure need be reviewed or approved by the Commission on Chicago Historical and Architectural Landmarks, except those for construction, reconstruction, alteration or demolition upon or affecting the north facade, west facade, all exterior aspects of the clock tower and the northernmost 136 feet of the east facade.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

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

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

Nays--None.

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

Failed to Pass--PROPOSED RECOMMENDATION FOR DESIGNATION OF FIRE
STATION OF HOOK AND LADDER COMPANY NO. 2, AS
"CHICAGO LANDMARK."

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, March 2, 1982.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Historical and Architectural Landmarks (referred to your Committee on February 11, 1981) to designate the Fire Station of Hook and Ladder Company No. 2, as a "Chicago Landmark", begs leave to recommend that your Honorable Body *Do Not Pass* this recommendation, which is transmitted herewith.

This recommendation passed by the majority of the committee members.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

Alderman Bertrand moved to *Concur In* the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

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

Nays--Aldermen Bloom, Davis--2.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given to Issuance of Industrial Revenue
Bond of \$1,800,000 for Construction of Project by
Batchelder-Beilin, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, February 26, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on February 10, 1982) providing for the issuance of industrial revenue bonds in the amount of \$1,800,000 for the construction of a project by Batchelder-Beilin, Inc., to be located at 884 North Halsted and 926 North Branch Street, begs leave to recommend that Your Honorable Body pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$1,800,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be owned and operated by Batchelder-Beilin, Inc., an Illinois corporation; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. That the recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$1,800,000.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond
of \$1,000,000 for Construction of Project by Karoll's.**

The Committee on Economic Development submitted the following report:

CHICAGO, February 26, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on February 10, 1982) providing for the issuance of industrial revenue bonds in the amount of \$1,000,000 for the construction of a project by Karoll's, located at 32 North State Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of facilities to be occupied or used by industrial, manufacturing or business enterprises and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Intent relating to the issuance of not exceeding \$1,000,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be used by Karoll's Inc., a corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Intent in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Intent, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$1,000,000.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond
of \$2,500,000 for Construction of Project by Alburn, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, February 26, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on February 10, 1982) providing for the issuance of industrial revenue bonds in the amount of \$2,500,000 for the construction of a project by Alburn, Inc., located at 111 W. Washington Street, begs leave to recommend that Your Honorable Body *pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of facilities to be occupied or used by industrial, manufacturing or business enterprises and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Intent relating to the issuance of not exceeding \$2,500,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be used by Alburn, Inc., a corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Intent in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Intent, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$2,500,000.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond
of \$2,300,000 for Construction of Project by Evans Transportation.**

The Committee on Economic Development submitted the following report:

CHICAGO, February 26, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on February 10, 1982) providing for the issuance of industrial revenue bonds in the amount of \$2,300,000 for the construction of a project by Evans Transportation, located at 10101 South Stony Island Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$2,300,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be owned and used by Evans Transportation Company; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$2,300,000.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond of
\$600,000 for Development of Project by Florence Corporation.**

The Committee on Economic Development submitted the following report:

CHICAGO, February 26, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on February 10, 1982) providing for the issuance of industrial revenue bonds in the amount of \$600,000 for the development of a project by Florence Corporation, 2101 North Elston Avenue, begs leave to recommend that Your Honorable Body pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$600,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be owned by Florence Corporation, an Illinois corporation, and used by said corporation in its business of manufacturing mailboxes and intercom and visual call systems; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$600,000.

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

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

Action Deferred--ON PROPOSED ORDINANCE FOR CREATION OF NEW CHAPTER
11.1 OF MUNICIPAL CODE REGULATING REGISTRATION AND
POSSESSION OF FIREARMS WITHIN CITY.

The Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report, which was, on motion of Aldermen Humes, Kelley and Clewis, *Deferred* and ordered published:

CHICAGO, March 2, 1982.

To the President and Members of the City Council:

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (January 14, 1982) an ordinance signed by Honorable Jane M. Byrne, Mayor, creating a new Chapter 11.1 of the Municipal Code of the City of Chicago regulating the registration and possession of firearms within the City of Chicago, begs leave to recommend that Your Honorable Body *pass* the said proposed ordinance, as amended by your committee, a copy of which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

Whereas, The annual sales of firearms in the United States is ever increasing; and

Whereas, Firearms, and especially hand guns, play a major role in the commission of homicide, aggravated assaults and armed robbery; and

Whereas, The improper storage of firearms and ammunition is a major factor in accidental deaths and injury in homes; and

Whereas, The City Council of the City of Chicago has found and determined that the convenient availability of firearms and ammunition has increased the incidence of firearm related deaths and injuries; and

Whereas, The City Council of the City of Chicago has found and determined that it is necessary and desirable to protect the residents of the City of Chicago from the loss of property and injury or death from firearms; and

Whereas, The City Council of the City of Chicago has found and determined that proper registration of firearms in the community will aid in achieving these goals; now, therefore,

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

Section 1. The Municipal Code of the City of Chicago is hereby amended by deleting therefrom existing Chapter 11.1 and substituting therefor new Chapter 11.1, in Italics as follows:

11.1-1. Definitions.

(a) "Ammunition" means cartridge cases, shells, projectiles (including shot), primers, bullets, propellant powder, or other devices or materials designed, redesigned, or intended for use in a firearm or destructive device.

(b) "Antique firearms" means any firearm, including, but not limited to, any firearm with a match lock, flintlock, percussion cap or similar type of ignition system, which is incapable of being fired or discharged; or any firearm manufactured before 1898 for which cartridge ammunition is not commercially available and is possessed as a curiosity or ornament or for its historical significance or value.

(c) "Corrections Officer" means wardens, superintendents and keepers of prisons, penitentiaries, jails or other institutions for the detention of persons accused or convicted of an offense.

(d) "Crime of Violence" is defined as any felony committed while armed with a weapon as defined in Chapter 38, Section 33A-1 of Illinois Revised Statutes, as amended.

(e) "Duty Related Firearm" shall mean any weapon which is authorized by any law enforcement agency to be utilized by their personnel in the performance of their official duties.

(f) "Firearm" means any weapon which will, or is designed to or restored to, expel a projectile or projectiles by the action of an explosive; the frame or receiver of any such device; or any firearm muffler or silencer.

Provided, that such term shall not include:

(1) Antique firearms;

(2) Any device used exclusively for line throwing, signaling, or safety and required or recommended by the United States Coast Guard or Interstate Commerce Commission; or

(3) Any device used exclusively for firing explosives, rivets, stud cartridges, or any similar industrial ammunition incapable of use as a weapon.

(g) "Handgun" means a firearm designed to be held and fired by the use of a single hand, and includes a combination of parts from which such firearm can be assembled.

(h) "Machine Gun" means any firearm from which eight (8) or more shots or bullets may be discharged by a single function of the firing device.

(i) "Mayor" means the Mayor of the City of Chicago or her designee.

(j) "Organization" means partnership, company, corporation, or other business entity, or any group or association of two or more persons united for a common purpose.

(k) "Peace Officer" means any person who by virtue of his office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses.

(l) "Person" shall mean any individual, corporation, company, association, firm, partnership, society, joint stock company or organization of any kind.

(m) "Sawed-off Shotgun" means a shotgun having a barrel of less than 18 inches in length; or a firearm made from a shotgun if such firearm is modified and has an overall length of less than 26 inches or barrel of less than 18 inches in length.

(n) "Security Personnel" means special agents employed by a railroad or public utility to perform police functions; guards of armored car companies; watchmen, security guards and persons regularly employed in a commercial or industrial operation for the protection of persons employed by or property related to such commercial or industrial operation.

(o) "Short-barreled Rifle" means a rifle having any barrel less than 16 inches in length, or a modified firearm if such firearm as modified has an overall length of less than 26 inches or any barrel of less than 16 inches.

(p) "Superintendent" means the Superintendent of the Chicago Police Department or his designated representative.

11.1-2. Registration of Firearms.

(a) All firearms located in the City of Chicago, shall be registered in accordance with the provisions of this Chapter. It shall be the duty of a person owning or possessing a firearm to cause such firearm to be registered. No person shall within the City of Chicago, possess, harbor, have under his control, transfer, offer for sale, sell, give, deliver, or accept any firearm unless such person is the holder of a valid registration certificate for such firearm. No person shall, within the City of Chicago, possess, harbor, have under his control, transfer, offer for sale, sell, give, deliver or accept any firearm which is unregistrable under the provisions of this Chapter.

(b) This section shall not apply to:

(1) Firearms owned or under the direct control or custody of any federal, state or local governmental authority maintained in the course of its official duties.

- (2) *Duty related firearms owned or possessed by Peace Officers who are not residents of the City of Chicago;*
- (3) *Duty related firearms owned or possessed by Corrections Officers provided that such Corrections Officers are not residents of the City of Chicago.*
- (4) *Firearms owned, manufactured or processed by licensed manufacturers of firearms, bulk transporters or licensed sellers of firearms at wholesale or retail.*
- (5) *Any non-resident of the City of Chicago participating in any lawful recreational firearm-related activity in the City, or on his way to or from such activity in another jurisdiction: Provided that such weapon shall be unloaded and securely wrapped and that his possession or control of such firearm is lawful in the jurisdiction in which he resides.*
- (6) *Peace Officers, while in the course of their official duties, who possess and control any firearm or ammunition issued by their department, bureau or agency in the normal course of business.*
- (7) *Private security personnel who possess or control any firearm or ammunition within the City of Chicago; provided, that such firearms shall be owned and maintained by the security firm employing such personnel and shall be registered by the security firm in accordance with this Chapter.*
- (8) *Those persons summoned by a Peace Officer to assist in making an arrest or preserving the peace while actually engaged in assisting the Peace Officer.*

11.1-3. Unregisterable Firearms.

No registration certificate shall be issued for any of the following types of firearms:

- (a) *Sawed-off shotgun, machine gun, or short barreled rifle.*
- (b) *Firearms, other than handguns owned or possessed by any person in the City of Chicago prior to the effective date of this Chapter which were not validly registered prior to the effective date of this Chapter.*
- (c) *Handgun: except*
 - (1) *those validly registered to a current owner in the City of Chicago prior to the effective date of this Chapter.*
 - (2) *those owned by Peace Officers who are residents of the City of Chicago.*
 - (3) *those owned by security personnel.*
 - (4) *those owned by private detective agencies licensed under Chapter 111, 2601, et seq., Illinois Revised Statutes.*
- (d) *Firearm muffler or silencer.*
- (e) *Any person who receives through inheritance any firearm validly registered pursuant to this Chapter will be eligible to re-register such firearm within 60 days after obtaining possession or title, provided such person shall be qualified to do so in accordance with this Chapter.*

11.1-4 Prerequisites to Registration -- Application for Registration.

- (a) *No registration certificate shall be issued to any person unless such person:*
 - (1) *shall possess a valid Illinois Firearm Owner's Identification Card in accordance with Chapter 38, Section 83-4 of the Illinois Revised Statutes, as amended;*

- (2) *has not been convicted of a crime of violence, as defined herein, weapons offense, or a violation of this Chapter; and*
- (3) *has not been convicted within the five years prior to application of any;*
 - (i) *violation of any law relating to the use, possession or sale of any narcotic or dangerous drug; or*
 - (iii) *violation of Chapter 38, Section 12-2 (a)(1), of the Illinois Revised Statutes, as amended, for aggravated assault or any similar provision of the law of any other jurisdiction; and*
- (4) *has vision better than or equal to that required to obtain a valid driver's license under the standards established by the Illinois Vehicle Code, Chapter 95, Section 506-4, Illinois Revised Statutes, as amended; and*
- (5) *is not otherwise ineligible to possess a firearm under any federal, state or local law, statute or ordinance.*

(b) All applicants for a registration certificate under this Chapter shall file with the Superintendent, on a form provided, a sworn application in writing. The application shall include the following:

- (1) *Name, social security number, residential and business address and telephone number of the applicant.*
- (2) *The applicant's age, sex and citizenship.*
- (3) *The applicant's Illinois firearm owner's identification number.*
- (4) *The name of manufacturer, the caliber or gauge, the model, type and the serial number identification of the firearm to be registered.*
- (5) *The source from which the firearm was obtained.*
- (6) *Evidence that the applicant meets the criteria of 11.1-4(a) of this Chapter.*
- (7) *Two photographs of the applicant, taken within 30 days immediately prior to the date of filing the application.*

equivalent to passport size showing the full face, head and shoulders of the applicant in a clear and distinguishing manner;
- (8) *Such other information as the Superintendent shall find reasonably necessary to effectuate the purpose of this Chapter and to arrive at a fair determination whether the terms of this ordinance have been complied with.*

(c) The Superintendent shall be the custodian of all applications for registration under this Chapter.

11.1-5. Fingerprints.

When necessary to establish the identity of any applicant or registrant, such applicant or registrant shall be required to submit to fingerprinting in accordance with procedures and regulations prescribed by the Superintendent.

11.1-6. Application Fees.

(a) A non-refundable fee in the amount of \$5.00 shall accompany each initial registration application filed under this Chapter;

(b) A non-refundable fee in the amount of \$5.00 shall accompany each re-registration application filed under this Chapter;

(c) The registration fee shall not be applicable to duty related handguns of peace officers domiciled in the City of Chicago.

11.1-7. Filing Time.

(a) A registration certificate shall be obtained prior to any person taking possession of a firearm from any source.

(b) Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter.

11.1-8. Investigations.

Upon receipt of an application for registration of a firearm, the Superintendent of Police shall investigate the information contained in said application to determine whether the application and firearm meet the requirements for registration under this Chapter. Failure by the applicant or registrant to respond to investigation inquiries shall be sufficient grounds for denial or revocation.

11.1-9. Issuance of Registration Certificate.

(a) Upon receipt of a properly executed application for a registration certificate and the report of the Superintendent, the Mayor, upon determining that the applicant has complied with the provisions of this Chapter, shall authorize the issuance of the registration certificate. Each registration certificate shall be in triplicate and bear a unique registration certificate number and contain such other information as may be necessary to identify the applicant and the firearm registered. The original of the registration certificate shall be retained by the Superintendent; the Mayor and applicant shall each receive a copy.

(b) The Mayor shall approve or deny any application for a registration certificate within a 120 day period beginning on the date the Superintendent receives the application unless good cause is shown. In the case of an application to re-register a firearm currently registered, the Mayor shall have 365 days after receipt of such application to approve or deny such application unless good cause is shown.

(c) Any application for registration or renewal shall be held in abeyance when there is a criminal proceeding for a crime of violence, or an offense involving a weapon, or a proceeding to revoke firearm registration, pending against the applicant until such proceeding has terminated. In the case of a renewal of registration, the then current registration shall be deemed continuing until the termination of such proceeding.

(d) Upon receipt of a registration certificate, each applicant shall examine the same to insure that the information thereon is correct. If the registration certificate is incorrect in any respect, the registrant thereon shall return it to the Superintendent with a signed statement showing the nature of the error. The Superintendent shall correct the error, if it occurred through administrative error.

In the event that the error resulted from incorrect information contained in the application, the applicant shall be required to file an amended application setting forth the correct information and a statement explaining the error in the original application. Each amended application shall be accompanied by a fee of \$2.00.

(e) Each registration certificates authorized to be issued by the Mayor shall be accompanied by a statement setting forth the registrant's duties under this Chapter.

11.1-10. Revocation ; Denial.

A registration certificate shall be revoked or an application for registration or re-registration shall be denied by the Mayor when she finds that:

- (a) Any of the criteria in Section 11.1-4.(a) of this Chapter are not currently met; or*
- (b) The registered firearm is or has become an unregistrable firearm under the terms of Section 11.1-3 of this Chapter; or*
- (c) The information furnished to the Superintendent on the application for a registration certificate proves to be false; or*
- (d) The applicant or registrant has violated any of the provisions of this Chapter.*

11.1-11. Procedures for Denial or Revocation.

(a) If it is determined that an application for registration or re-registration should be denied or that a registration certificate should be revoked, the Mayor shall notify the applicant or registrant in writing of the proposed denial or revocation, briefly stating the reason or reasons therefore.

(b) The applicant or registrant, within 10 days after receiving notice of the proposed denial or revocation, may file with the Mayor a written request for a hearing before the Mayor's License Commission.

(c) Within 10 days of receipt of a request for hearing, the Commission shall give notice of a hearing to be held not less than five days after service of the notice on the person requesting the hearing.

At the hearing, the applicant or registrant may submit further evidence in support of the application for initial registration or to continue to hold a registration certificate as the case may be.

The Commission shall determine whether the denial or revocation was in accordance with the provisions of this Chapter and shall report its finding to the Mayor within 21 days after the public hearing has been completed.

Upon a review of the Commission's findings and a determination that the application should be denied or certificate revoked, the Mayor shall issue a written finding stating the reasons for denial or revocation thereof and shall serve a copy of said findings upon the applicant or registrant and all parties appearing or represented at the hearing.

(d) If the applicant or registrant does not request a hearing or submit further evidence within 10 days after receiving notification of the proposed denial or revocation, it shall be deemed that the applicant or registrant has conceded the validity of the reason or reasons stated in the notice and the denial or revocation shall become final.

(e) Within 3 days after notification of a decision unfavorable to the applicant or registrant and all time for appeal in accordance with paragraph 11.1-11 (a) through (d) having expired, the applicant or registrant shall:

- (1) peaceably surrender to the Chicago Police Department the firearm for which the applicant was denied or the registration certificate was revoked; or*
- (2) remove such firearm from the City of Chicago; or*
- (3) otherwise lawfully dispose of his interest in such firearm.*

(f) The applicant or registrant shall submit to the Superintendent evidence of the disposition of non-registrable firearms in accordance with paragraph 11.1-11 (e) (2) and (3). Such evidence shall be submitted on forms and in the manner prescribed by the Superintendent.

11.1-12. Additional Duties of Registrant.

Each person holding a registration certificate shall:

(a) Immediately notify the Chicago Police Department on a form prescribed by the Superintendent, of

(1) the loss, theft or destruction of the registration certificate or of a registered firearm immediately upon discovery of such loss, theft, or destruction;

(2) a change in any of the information appearing on the registration certificate;

(3) the sale, transfer or other disposition of the firearm not less than 48 hours prior to delivery.

(b) Immediately return to the Superintendent his copy of the registration certificate for any firearm which is lost, stolen, destroyed or otherwise transferred or disposed of.

11.1-13. Exhibition of Registration.

Any person carrying or having in his possession or under his custody or control any firearm, shall have on his person or within his immediate custody a valid registration certificate for such firearm issued hereunder, which shall be exhibited for inspection to any peace officer upon demand. Failure of any such person to so exhibit his registration certificate shall be presumptive evidence that he is not authorized to possess such firearm.

Failure of any person to exhibit a registration certificate for any firearm in his possession, custody or control shall also be cause for the confiscation of such firearms and revocation of any registration certificate issued therefore under this Chapter.

11.1-14. Possession of Ammunition.

No person shall possess ammunition in the City of Chicago unless:

(a) he is a person exempted pursuant to Section 11.1-2 of this Chapter; or

(b) he is the holder of a valid registration certificate for a firearm of the same gauge or caliber as the ammunition possessed; or

(c) he is a licensed weapons dealer pursuant to Chapter 183 or a licensed shooting gallery or gun club pursuant to Chapter 170 of this Code.

11.1-15. Permissible Sales and Transfers of Firearms and Ammunition.

(a) No firearm may be sold or otherwise transferred within the City of Chicago except through a licensed weapons dealer as defined in Chapter 183 of the Municipal Code of the City of Chicago.

(b) No ammunition may be sold or otherwise transferred within the City of Chicago except through a licensed shooting gallery or gun club as defined in Chapter 170, a licensed weapons dealer as defined in Chapter 183, or as otherwise allowed by the Municipal Code of the City of Chicago.

(c) No firearm or ammunition shall be security for, or be taken or received by way of any mortgage, deposit, pledge or pawn.

(d) No person may loan, borrow, give or rent to or from another person, any firearm or ammunition, except in accordance with this Chapter.

(e) A peace officer may additionally sell or transfer any lawfully held firearm or ammunition to another peace officer in accordance with the other provisions of this Chapter.

11.1-16. False Information, Forgery, Alteration.

(a) It shall be unlawful for any person purchasing any firearm or ammunition, or applying for any registration certificate under this Chapter, or, in giving any information pursuant to the requirements of this Chapter, to knowingly give false information or offer false evidence of identity.

(b) It shall be unlawful for anyone to forge or alter any application or registration certificate submitted, retained or issued under this Chapter.

11.1-17. Voluntary Surrender: Immunity.

(a) Within 90 days from the effective date of this Ordinance, a person within the City of Chicago may voluntarily and peaceably deliver and abandon to the Superintendent any firearm or ammunition prior to any arrest and prosecution of such person on a charge of violating any provisions of this Chapter with respect to the firearm or ammunition voluntarily delivered.

(b) Delivery under this section may be made at any police district, area or central headquarters or by summoning a police officer to the person's residence or place of business. Any firearm or ammunition to be delivered and abandoned to the Superintendent under this Section shall be unloaded and securely wrapped in a package carried in open view.

(c) The voluntary delivery or abandonment of any firearm or ammunition after an arrest or charge for violation of any provision of this Chapter shall not moot or in any manner invalidate said arrest or charge.

11.1-18. Renewal of Registration.

(a) Every registrant must renew his registration certificate every two years. Applications for renewal shall be made by such registrants 60 days prior to the expiration of the current registration certificate.

(b) The application for renewal shall include the payment of a renewal fee of \$5.00.

(c) Failure to comply with the requirement for renewal of registration of a firearm shall cause that firearm to become unregistrable.

(d) All terms, conditions and requirements of this Chapter for registration of firearms shall be applicable to renewal of registration of such firearms.

11.1-19. Notice.

For the purposes of this Chapter, service of any notice, finding or decision upon an applicant or registrant shall be completed by any of the following methods:

- (1) personal delivery of a copy of such notice, finding or decision to the applicant or registrant; or*
- (2) by leaving a copy of such notice, finding or decision at the address identified on the application for registration or renewal; or*
- (3) by mailing a copy of the notice, finding or decision by certified mail with return receipt to the address identified on the application for registration or renewal; in which case service shall be complete as of the date the return receipt was signed.*

11.1-20. Destruction of Weapons Confiscated.

Whenever any firearm or ammunition is surrendered or confiscated pursuant to the terms of this Chapter, the Superintendent shall ascertain whether such firearm or ammunition is needed as evidence in any matter.

If such firearm or ammunition is not required for evidence it shall be destroyed at the direction of the Superintendent. A record of the date and method of destruction and an inventory of the firearm or ammunition so destroyed shall be maintained.

11.1-21. Authority of the Superintendent.

The Superintendent shall have the authority to promulgate rules and regulations for the implementation of this Chapter and to prescribe all forms and the information required thereon.

11.1-22. Acquisition or Possession Prohibited by Law.

Nothing in this Chapter shall make lawful the acquisition or possession of firearms or firearm ammunition which is otherwise prohibited by law.

11.1-23. Penalties.

Any person who violates any provision of this Chapter shall, upon conviction for the first time, be fined not less than \$300.00, nor more than \$500.00; or be incarcerated for not less than 10 days nor more than 90 days, or both. Any subsequent conviction for a violation of this Chapter shall be punishable by a fine of \$500.00 and by incarceration for a term of not less than 90 days, nor more than six months.

11.1-24. Severability.

If any provision or term of this Chapter, or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Chapter which reasonably can be given effect without the invalid provision or term for the application thereof.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**Authority Granted for Parking and Traveling Privileges
for Handicapped Individuals.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed resolution (submitted to the committee on August 19, 1981):

WHEREAS, Handicapped citizens and visitors of the City of Chicago have extra burdens to confront in conjunction with mobility and transportation in the City of Chicago; and

WHEREAS, Other public bodies in the State of Illinois have recognized that special provisions should be made to accommodate and facilitate freedom of movement by handicapped individuals; now, therefore,

Be It Resolved, That the City Council give consideration to the enactment of new ordinances which would extend new parking privileges and travel exemptions in the City of Chicago and such other further relief as may be deemed proper in order to accommodate and facilitate freedom of movement by handicapped individuals.

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

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

Nays--None.

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

Loading Zones Established or Amended on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for ordinances previously referred to the committee on December 3, 1981 and January 14, 1982).

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

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

Nays--None.

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

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

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances, specified, during the hours designated:

<i>Public Way</i>	<i>Distance and Hours</i>
N. Central Av. (east side)	From a point 90 feet north of W. Cornelia Av. to a point 50 feet north thereof--9 A.M. to 4 P.M.--Monday thru Friday;
E. Huron St. (north side)	From a point 126 feet west of N. Wabash Av. to a point 22 feet west thereof--9 A.M. to 11 P.M.--everyday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Loading Zones Amended.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance passed by the City Council on December 21, 1977, printed on page 7073 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations during specified hours, be and the same is hereby amended by striking therefrom, the following: "E. 83rd St., at No. 2742 -- 8 A.M. to 6 P.M. -- Monday thru Friday" and inserting in lieu thereof "E. 83rd St., at No. 2742 at all times."

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**Vehicular - Traffic Movement to a Single Direction
Established or Amended on Portions
of Sundry Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for proposed ordinances previously referred to the committee on June 13, July 8, 1980 and July 30, 1981) in reference to vehicular-traffic movements.

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

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

Nays--None.

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

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

*Single Direction Traffic Established.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

<i>Public Way</i>	<i>Limits and Direction</i>
First east-west alley south of	From N. Karlov Av. to N. Keystone W. Lawrence Av.--westerly;
W. Palmer Av.	From N. Central Av. to N. Mango Av.--westerly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Single Direction Traffic Amended.

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

SECTION 1. The ordinance passed by the City Council on October 29, 1969, printed on page 6332 of the Journal of the Proceedings of said date, establishing single direction of vehicular traffic on portions of sundry streets, be and the same is hereby amended by striking the word "easterly" and inserting in lieu thereof "westerly" related to W. Thorndale Av. between N. Spaulding Av. and N. Jersey Av.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**Parking - Meter Areas Amended or Discontinued
on Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinance and orders referred to the committee on March 16, October 22, December 3, 1981):

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

SECTION 1. Removal of Parking Meter Area No. 329 NSS, S. Dearborn Street (west side) from a point 145 feet south of W. Harrison Street to a point 23 feet south thereof--at all times.

SECTION 2. Removal of Parking Meter Area No. 2351082, E. Huron Street (north side) from a point 126 feet west of N. Wabash Avenue to a point 22 feet west thereof--9:00 A.M. to 11:00 P.M. everyday.

SECTION 3. That an ordinance passed by the City Council on October 30, 1951, printed on page 1274 of the Journal of the Proceedings of said date, which established parking meter regulations on portions of designated streets be and the same is hereby amended by striking therefrom, the following:

W. 14th Street (both sides)

From S. Halsted Street to S. Union Avenue.

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

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

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

Nays--None.

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

**Regulations Prescribed or Amended in Reference to Parking
of Vehicles on Sundry Streets.**

The Committee on Traffic Control and Safety submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for ordinances and orders previously referred to the committee on October 16, 1980, July 20, August 12, September 14, October 6, October 22, November 4, December 3, December 11, December 18, December 29, 1981, January 14, January 21, 1982).

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

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

Nays--None.

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

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

Prohibitions at All Times Against Parking of Vehicles.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

<i>Public Way</i>	<i>Area</i>
W. Argyle St. (north side)	From a point 230 feet east of N. Rockwell St. to a point 25 feet east thereof--(2556 W. Argyle St.) Handicapped Permit No. 400;
W. Argyle St. (south side)	From a point 395 feet west of N. Leclaire Av. to a point 25 feet west thereof--(5139 W. Argyle Av.) Handicapped Permit No. 389;
N. Astor St. (west side)	From a point 220 feet north of W. Schiller St. to a point 60 feet north thereof;
N. Avers Av. (east side)	From W. Diversey Av. to the first alley north thereof;
N. Central Av. (both sides)	East and west service drives from W. Palmer St. to W. Grand Av.;
N. Elston Av. (both sides)	From a point 200 feet north of W. Division St. to a point 250 feet south of W. Division St.;
W. Foster Av. (south side)	From a point 135 feet east of N. Marmora Av. to a point 25 feet east thereof--(5845 W. Foster Av.) Handicapped Permit No. 388;
W. Goethe St. (south side)	From the property line of N. Wells St. to a point 100 feet west thereof--all times;
S. Hamlin Av. (east side)	From a point 276 feet south of W. 16th St. to a point 8 feet south thereof--(1629 S. Hamlin Av.) Handi-capped Loading Zone;

W. Institute Pl. (south side)	From a point 86 feet east of N. Franklin St. to a point 45 feet east thereof;
W. James St. (north side)	From a point 230 feet west of S. Damen Av. to a point 25 feet west thereof--(2020 W. James St.) Handicapped Permit No. 401;
S. Karlov Av. (east side)	From a point 140 feet south of W. Marquette Rd. to a point 25 feet south thereof--(6715 S. Karlov Av.) Handicapped Permit No. 409;
N. Kostner Av. (both sides)	From a point 200 feet south of W. Augusta Blvd. to a point 200 feet north of W. Augusta Blvd.;
N. Kostner Av. (both sides)	From a point 200 feet south of W. Division St. to a point 200 feet north of W. Division St.;
N. Laramie Av. (east side)	From a point 230 feet north of W. Ohio St. to a point 25 feet north thereof--(625 N. Laramie Av.) Handicapped Permit No. 413;
S. Leclaire Av. (east side)	From a point 304 feet north of W. 51st St. to a point 25 feet north thereof--(5027 S. Leclaire Av.) Handicapped Permit No. 397;
W. Maple St. (south side)	From 30 feet west of property line of N. LaSalle St. to a point 35 feet west thereof;
S. Maplewood Av. (west side)	From a point 40 feet north of W. 60th St. to a point 25 feet north thereof--(5954 S. Maplewood Av.) Handicapped Permit No. 363;
W. Montana St. (north side)	From a point 170 feet west of N. Leclaire Av. to a point 25 feet west thereof--(5116 W. Montana St.) Handicapped Permit No. 406;
S. Oakley Av. (east side)	From a point 95 feet south of W. 33rd St. to a point 25 feet south thereof--(3311 S. Oakley Av.) Handicapped Permit No. 411;
S. Oakley Av. (east side)	From a point 240 feet south of W. 65th St. to a point 25 feet south thereof--(6525 S. Oakley Av.) Handicapped Permit No. 364;
South Park Terrace (west side)	From a point 100 feet south of W. 9th St. to a point 320 feet south thereof;
W. Schiller St. (south side)	From a point 50 feet west of N. LaSalle St. to a point 30 feet west thereof;
N. Springfield Av. (east side)	From a point 55 feet north of W. Leland Av. to a point 25 feet north thereof--(4709 N. Springfield Av.) Handicapped Permit No. 407;

S. Vernon Av. (east side)	From a point 35 feet north of E. 105th St. to a point 25 feet north thereof--(10455 S. Vernon Av.) Handicapped Permit No. 346;
S. Wabash Av. (west side)	From a point 375 feet north of E. 107th St. to a point 25 feet north thereof--(10620 S. Wabash Av.) Handicapped Permit No. 354;
W. Waveland Av. (north side)	From a point 110 feet east of N. Austin Av. to a point 25 feet east thereof--(5946 W. Waveland Av.) Handicapped Permit No. 403;
W. Windsor Av. (north side)	From a point 470 feet west of N. Long Av. to a point 25 feet west thereof--(5450 W. Windsor Av.) Handicapped Permit No. 392;
S. Wood St. (west side)	From a point 150 feet south of W. 52nd St. to a point 25 feet south thereof--(5214 S. Wood St.) Handicapped Permit No. 396;
W. 23rd Pl. (south side)	From a point 145 feet west of S. Oakley Av. to a point 205 feet west thereof;
W. 59th Pl. (south side)	From a point 150 feet east of S. St. Louis Av. to a point 25 feet east thereof--(3441 W. 59th Pl.) Handicapped Permit No. 410.

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

Prohibitions at Specified Hours Against Parking of Vehicles.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the area indicated, during the hours specified:

<i>Public Way</i>	<i>Limits and Time</i>
W. Diversey Av. (north side)	From N. Harlem Av. to a point 200 feet east thereof--4 P.M. to 6 P.M.--Monday thru Friday;
N. Francisco Av. (east side)	From a point 115 feet north of W. Belmont Av. to a point 40 feet north thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
S. Lawndale Av. (both sides)	From W. 59th St. to W. 59th Pl.--6 A.M. to 6 P.M.--Monday thru Friday;
S. Pulaski Rd. (west side)	From W. 80th Pl. to a point 45 feet south thereof--8 A.M. to 10 A.M.--Monday thru Friday;

S. Pulaski Rd. (west side)	From W. 81st St. to a point 45 feet south thereof--8 A.M. to 10 P.M.--Monday thru Friday;
N. Racine Av. (east side)	From W. Chicago Av. to the first east-west alley north thereof;
W. 82nd St. (both sides)	From S. Springfield Av. to S. Pulaski Rd.--8 A.M. to 10 A.M.--Monday thru Friday;
W. Winnemac Av. (north side)	From a point 30 feet east of N. Clark St. to a point 25 feet east thereof--8 A.M. to 6 P.M.--Monday thru Saturday.

SECTION 2. This ordinance shall take effect from and after its passage and publication.

Amendment of Parking Prohibitions During Specified Hours.

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

SECTION 1. That the ordinance passed by the City Council on October 6, 1981, printed on page 7387 of the Journal of the Proceedings of said date, establishing No Parking be amended by striking "S. Sayre Avenue (west side) from W. Archer Avenue to W. 54th Street" and inserting "W. Archer Avenue to first alley north thereof from 8 A.M. to 10 A.M. on Monday thru Friday."

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

Amendment of Parking Prohibitions During Specified Hours.

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

SECTION 1. That the ordinance passed by the City Council on August 30, 1972, page 3620, of the Journal of the Proceedings of said date, establishing parking prohibitions during specified hours on portions of sundry streets, be and the same is amended by striking therefrom the following:

W. Jackson Blvd. (south side)	Between S. Clinton St. and S. Ashland Av.--7 A.M. to 9 A.M.--Monday thru Friday.
-------------------------------	--

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Parking on Specified Streets Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of the City of Chicago, portions of the below-named streets are hereby designated as Residential Parking, for the following locations:

<i>Streets</i>	<i>Limits</i>
S. Damen Av. (both sides)	Between W. 94th St. and W. 95th St.--Zone 12;

S. Hoyne Av. (both sides)	Between W. 94th St. and W. 96th St.--Zone 12;
N. Olmstead Av. (east side)	Between N. Oshkosh Av. and N. Overhill Av.--Zone 8;
S. Seeley Av. (both sides)	Between W. 95th St. and W. 96th St.--Zone 12.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Authority Granted for Installation of Traffic Signs at Specified Locations.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on October 20, 1978, May 13, July 20, October 6, October 22, November 4, November 13, December 3, December 11, December 18, 1981 and January 14, 1982):

Ordered. That the Commissioner of Streets and Sanitation be and he is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

<i>Street</i>	<i>Type of Sign</i>
S. Aberdeen St. and W. 51st St., stopping east and west bound traffic on 51st St.	"Stop" signs
S. Beverly Av. and W. 93rd St., stopping north and southbound traffic on Beverly Av.	"Stop" signs
W. Bryn Mawr Av. and N. Oriole Av.	"4-way Stop" sign
W. Cullom Av. and N. Paulina St.	"4-way Stop" sign
W. Diversey Av. and N. Menard Av.	"No Turn on Red" 7 A.M. to 7 P.M.
N. Drake Av. and W. Sunnyside Av.	"Stop" sign
Southbound N. Hamilton Av. and westbound W. Eastwood Av.	"Stop" sign
W. Howard St. and N. Kedzie Av.	"Traffic Control Signal"
N. Hoyne Av. (one-way southerly) at intersection with W. Bradley Pl.	"Stop" signs
North and southbound traffic on N. Lakewood Av. at intersection with W. Fletcher Av.	"Stop" signs
North and southbound traffic on N. Lakewood Av. at intersection with W. Nelson Av.	"Stop" sign
S. Laverne Av. (one-way northerly) at intersection with W. 51st St.	"Stop" sign

N. Linder Av. and W. Berenice Av., stopping Linder Av.	"Stop" sign
Southeast corner of N. Major Av. and W. Altgeld St.	"Stop" sign
N. Mont Clare Av. and W. Wellington Av.	"Stop" sign
N. Rutherford Av. and W. Wrightwood Av.	"3-way Stop" sign
N. Seeley Av. and W. Sunnyside Av.	"Stop" sign
W. Strong St. and N. Mont Clare Av.	"4-way Stop" sign
W. 28th St. and S. Kostner Av.	"4-way Stop" signs
W. 64th Pl. and S. Natchez Av.	"Stop" sign
E. 87th St. and Greenwood Av.	"Stop" sign.

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

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

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

Nays--None.

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

Weight Limitation Imposed for Vehicles on Portion of Specified Street.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance referred to the committee on December 29, 1981):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

<i>Public Way</i>	<i>Limits and Maximum Load</i>
N. Ashland Av.	From W. Irving Pk. Rd. to N. Clark St.--5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

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

Nays--None.

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

**Authority Granted for Closing to Traffic
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders referred to the committee on November 13, December 3, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the following schools to close traffic:

St. Leo Grammar School, No. 7746 S. Emerald Avenue, to close to traffic to S. Emerald Avenue from W. 77th Street to W. 78th Street, on all school days, from September 1981 thru June 1982, from 8 A.M. to 8:30 A.M., 11:30 A.M. to 12 Noon and from 2 P.M. to 2:15 P.M.;

Juliette G. Law School, to close to traffic in the No. 6600 block of S. Green Street, from No. 6600 to No. 6659 S. Green Street, from November 16, 1981 thru June 25, 1982, from 11:30 A.M. to 12:05 P.M. Monday thru Thursday, and on Friday 11:05 A.M. to 12:05 P.M.;

Joseph Medill North Primary School, No. 1302 W. 14th Street, to close to traffic in the 1300 block of W. 14th Street between S. Loomis Street and S. Throop Street on all school days from 11:15 A.M. to 12:15 P.M. from November 30, 1981 and ending June 24, 1982;

W. 56th Place and W. 57th Street, between S. Karlov Avenue and S. Keeler Avenue on all school days, September 1981 thru June 1982, from 8 A.M. to 8:30 A.M., from 1:30 P.M. to 2 P.M.

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

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

Nays--None.

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

*Failed to Pass--PROPOSED ORDINANCES AND ORDERS
RELATING TO TRAFFIC REGULATIONS, TRAFFIC
SIGNS, ETC. (Adverse Committee
Recommendations).*

The Committee on Traffic Control and Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinance or proposed order Pass, notwithstanding the committee's adverse recommendations?*"; and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

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

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

The committee report which lists said proposed ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, March 2, 1982.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to Your Committee (July 7, 1978, October 20, 1978, November 14, 1978, May 16, 1979, and June 1, 1979, July 11, 1979, November 15, 1979, June 13, 1980, September 10, 1980, October 2, 1980, November 14, 1980, February 11, 1981, March 6, 1981, April 22, 1981, June 10, 1981, July 8 and 20, 1981, August 19, 1981, September 14, 1981, October 6 and 22, 1981, November 4 and 13, 1981, December 3, 11, 18 and 29, 1981 and January 14, 1982) concerning traffic regulations and traffic signs, etc., as follows:

Parking Prohibited at All Times:

S. Blackstone Avenue
(east side)

No. 8821, Parking Prohibited At
All Times Except for Handicapped Person--Not
Recommended: Does not have handicapped or
disabled veteran Illinois vehicle license;

W. Columbus Drive
(along either side of
driveway)

No. 3269, Handicapped Parking
Permit--Not recommended;

W. Howard Street
(south side)

No. 2235, Parking for Handicapped
Persons--Not Recommended:
No Council Action necessary Covered by City
Code, provided fees are paid "Driveway";

W. North Avenue
(south side)

No. 2345, Parking for Handicapped
Person--Not Recommended;
Handicapped parking ordinance applies only to
residential areas zoned R1 thru R4. This location
is B4-2 is controlled by meters;

W. 63rd Street
(alongside of S.
Hamlin Avenue at either
side of driveway)

No. 3751, Parking Prohibited At
All Times--Not Recommended;

Parking Prohibited During Specified Hours:

W. Armitage Avenue
(north side)

From N. Kedzie Avenue to N.
Laramie Avenue--Parking Prohibited During
Specified Hours 4 P.M. to 6 P.M. Mondays thru
Fridays--Not Recommended;

W. Armitage Avenue
(south side)

From N. Laramie Avenue to N.
Kedzie Avenue--Parking Prohibited During
Specified Hours 7 A.M. to 9 A.M. Mondays thru
Fridays--Not Recommended;

N. Cicero Avenue
(east side)

From W. Armitage Avenue to W.
Diversey Avenue--Parking Prohibited During
Specified Hours 4 P.M. to 6 P.M. Mondays thru
Fridays--Not Recommended;

N. Cicero Avenue
(west side)

From W. Diversey Avenue to W.
Armitage Avenue--Parking Prohibited During
Specified Hours 7 A.M. to 9 A.M. Mondays thru
Fridays--Not Recommended;

S. Damen Avenue
(both sides)

From W. 99th Street to W. 100th
Street--Parking Prohibited During Specified
Hours 8 A.M. to 10 A.M. Mondays thru Fridays--
Not Recommended;

W. Fullerton Avenue
(north side)

From N. Kimball Avenue to N.
Laramie Avenue--Parking Prohibited During
Specified Hours 4 P.M. to 6 P.M. Mondays thru
Fridays--Not Recommended;

W. Fullerton Avenue
(south side)

From N. Laramie Avenue to N.
Kimball Avenue--Parking Prohibited During
Specified Hours 7 A.M. to 9 A.M. Mondays thru
Fridays-- Not Recommended;

N. Kedzie Avenue
(east side)

From W. North Avenue to W.
Diversey Avenue--Parking Prohibited During
Specified Hours 4 P.M. to 6 P.M. Mondays thru
Fridays--Not Recommended;

N. Kedzie Avenue

From W. Diversey Avenue to W. North Avenue--
Parking Prohibited During Specified Hours 7 A.M.
to 9 A.M. Mondays thru Fridays--Not
Recommended;

N. Laramie Avenue
(east side)

From W. North Avenue to W.
Diversey Avenue--Parking Prohibited During
Specified Hours 4 P.M. to 6 P.M. Mondays thru
Fridays--Not Recommended;

N. Laramie Avenue
(west side)

From W. Diversey Avenue to W.
North Avenue--Parking Prohibited During
Specified Hours 7 A.M. to 9 A.M. Mondays thru
Fridays-- Not Recommended;

N. Paulina Street
(west side).

No. 3350--Parking Prohibited During
Specified Hours 9 A.M. to 6 P.M. Mondays thru
Fridays for 25 feet--Not Recommended;

E. 87th Street
(south side)

From a point 194 feet east of South
East End Avenue to a point 316 feet east thereof--
Parking Prohibited During Specified Hours 8 A.M.
to 6 P.M. Mondays thru Saturdays--Not
Recommended: Meters are needed to regulate
curb parking demand;

W. 94th Street
(both sides)

From S. Vanderpoel Avenue to S.
Charles Street--Parking Prohibited During
Specified Hours 8 A.M. to 10 A.M. Mondays thru
Fridays--Not Recommended: Duplicate Proposal
passed 9-26-79, page 966;

Loading Zones:

N. Carpenter Street

No. 154--Loading Zone 6 A.M. to 6 P.M. Mondays
thru Fridays--Not Recommended;

N. Dearborn Street (west side)

Nos. 1212-1214--Loading Zone 8 A.M. to 12
midnight--Not Recommended;

W. Margate Terrace

From a point 75 feet west of N. Marine Drive--
Loading Zones 8 A.M. to 4 P.M.

N. Dearborn Street

No. 1122--Loading Zone 9 A.M. to 5 P.M. Mondays
thru Fridays--Not Recommended;

W. 95th Street

Alongside of No. 9451 S. Hoyne Avenue from S.
Hoyne Avenue to the first alley east thereof--
Loading Zone 9 A.M. to 5 P.M. Mondays thru
Fridays;

Parking Limited During Specified Hours:

W. Division Street

Nos. 1914-1916--Parking Limited to 1-hour
periods 6 A.M. to 10 P.M.--Not Recommended:
This area is controlled by meters;

Weight Limitations

N. Avondale Avenue

From the intersection of W. Eddy Street and the
entrance ramp of the Kennedy Expressway
southbound to N. Central Park Avenue--Weight
Limitation 5-tons--Not Recommended: Passed
11-14-73, page 6592;

N. Central Park Avenue

From N. Avondale Avenue to W. Belmont Avenue--
-Weight Limitation 5-tons--Not Recommended:
Passed 11-14-73, page 6592;

Parking Meters:

S. Hoyne Avenue

On W. 95th Street--removal of 3 parking meters--
-Not Recommended;

Amendments:

Amend ordinance passed by the City Council on 4-27-60, page 2506 related to the following: W. Cermak Road (both sides) from a point 200 feet east of S. Halsted Street to a point 200 feet west of S. Kedzie Avenue, striking therefrom the following: "from 200 feet east of S. Halsted Street to a point 200 feet west of S. Kedzie Avenue" and inserting in lieu thereof "from a point 200 feet east of S. Halsted Street to S. Ashland Avenue"--Parking Prohibited During Specified Hours (south side) 7 A.M. to 9 A.M.--(north side) 4 P.M. to 6 P.M. except for Saturdays, Sundays and Holidays. Not Recommended: Passed 12-3-81, page 8214;

Striking "S. Wolfram Street (both sides) from the first alley west of N. Cicero Avenue to N. Lamon Avenue--
-Parking Prohibited During Specified Hours: 9 A.M. to 4 P.M. Mondays thru Fridays" Not Recommended;

Automatic Traffic Signals:

N. Oriole Avenue

At the intersection with W. Talcott Avenue--
Automatic Traffic Signals installation--Not
Recommended at this time: However, this
intersection will be considered for Long Range
Signal Program;

W. Touhy Avenue

Approximately 120 feet west and 200 feet east on
N. Osceola Avenue--Installation of 2 additional
Automatic Traffic Control Signals--Not
Recommended: However, Mast Arm Signals will
be installed at Osceola and Touhy as soon as funds
are available.

W. Touhy Avenue

At the intersection with N. Osceola Avenue,
approximately 200 feet west and 250 feet east of
existing traffic signals on W. Touhy Avenue--"2-
Flashing Yellow Caution Lights"--Not
Recommended: However, Mast Arm Signals will
be installed at this intersection as soon as funds
are available;

Traffic Warning Signs:

Carpenter and 19th Street

4-Way Stop signs--Not Recommended;

W. Cullom Avenue and N. Honore Street

4-Way Stop signs--Not Recommended: Passed
12-3-81, page 8206;

S. Jeffery Blvd. at 89th Street

Stop signs--Not Recommended: This
intersection has been placed on our 1982 Program
for Traffic Control Signals;

N. Central Park Avenue at	Stop signs--Not Recommended: Does W. School Street not meet warrants;
N. Francisco Avenue and W. Catalpa	Installation of "2-Way Stop" signs--Avenue, stopping Francisco Avenue Not Recommended: Previously passed;
W. Foster Avenue and N. Avers Avenue	Stop signs--Not Recommended: Does not meet warrants;
N. Lakewood Avenue at intersection	Stop signs--Not Recommended: with W. Barry Avenue Previously passed 2-11-81, page 5842, Stop signs are posted;
N. Marmora Avenue and W. Newport	Installation of Stop sign--Not Recommended: Avenue, stopping Marmora Avenue Recommended: Does not meet warrants;
N. Ottawa Avenue at W. Roscoe Street	Installation of Stop sign--Not Recommended: Does not meet warrants;
W. School Street at N. Kilpatrick Avenue	4-Way Stop sign--Not Recommended: Does not meet warrants for 4-Way or All-Way Stop;
N. Springfield Avenue and W. Fullerton	Stop signs--Not Recommended: Stop Avenue, stopping Springfield sign is posted stopping Springfield;
N. Wabansia Avenue and N. Mobile	Stop signs--Not Recommended: Does Avenue not meet warrants;
W. 56th Street and S. Oak Park Avenue	3-Way Stop signs--Not Recommended;
W. 57th Street and S. Neva Avenue	3-Way Stop signs--Not Recommended;
W. 58th Street and S. Mulligan Avenue	All-Way Stop sign--Not Recommended: No Accidents reported from January 1, 1978 thru January 31, 1981;
W. 61st Street and S. Mulligan Avenue	All-Way Stop signs--Not Recommended: Does not meet warrants, is not adjacent to school;
W. 64th Street and S. LaCrosse Avenue	3-Way Stop signs--Not Recommended;
W. 64th Street and S. Lamon Avenue	3-Way Stop signs--Not Recommended: Does not meet warrants;
W. 97th Street and S. Leavitt Street	4-Way Stop signs--Not Recommended: No Accidents reported from 1978 thru 1981;
W. 109th Street and S. Homan Avenue	4-Way Stop signs--Not Recommended: Passed as 4-Way Stop on 7-7-78, pg. 8094;

W. 110th Street and S. Springfield Avenue

4-Way Stop signs--Not Recommended: Stop signs were posted stopping S. Springfield Avenue from W. 110th Street by Commissioner's Authority;

Single Direction:

N. Cleaver Street

Between W. LeMoyne Avenue and W. Division Street, Single Direction--Southerly--Not Recommended;

N. Kilpatrick Avenue

"One-Way Do Not Enter" signs--Not and W. McLean Avenue Recommended: Passed 3-28-79, page 9860;

N. Natchez Avenue

Between W. Diversey Avenue and W. Belmont Avenue, Single Direction--Northerly, passed 10-6-81, pg. 7407--Not Recommended: Single Direction--Southerly;

N. Nagle Avenue

Between W. Diversey Avenue and W. Belmont Avenue, Single Direction--Northerly--Previously passed 10-6-81, page 7407

N. Neenah Avenue

Between W. Diversey Avenue and W. Belmont Avenue, Single Direction--Northerly--Previously passed 10-6-81, page 7407;

N. Sacramento Avenue

From W. Lawrence Avenue to W. Leland Avenue--Single Direction--Southerly--Not Recommended: Passed previously;

N. Sacramento Avenue

W. Ainslie Street to W. Lawrence Avenue--Single Direction--Southerly Not Recommended;

W. Thorndale Avenue

Amend by striking therefrom "W. Thorndale Avenue from N. Spaulding Avenue to N. Jersey Avenue--Single Direction--Easterly" Not Recommended: Duplicate request;

W. 86th Street

From S. Morgan Street to S. Damen Avenue--Single Direction--Westerly--Not Recommended: Previously passed 10-2-80, page 4135;

Traffic Lane Tow-Away Zone:

S. Hoyne Avenue (east side)

Between W. 95th Street and the first alley north thereof--Traffic Lane-Tow--Away Zone, 9 A.M. to 5 P.M., Monday thru Friday--Not Recommended;

W. 95th Street

Alongside of No. 9451 S. Hoyne Avenue from S. Hoyne Avenue to the first alley east thereof--Traffic Lane-Tow--Away Zone, 9 A.M. to 5 P.M., Monday thru Friday--Not Recommended.

These recommendations were concurred in by 9 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

Alderman Farina (36th Ward) presented two proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

W. Belle Plaine Avenue, from N. Pioneer Avenue to N. Cumberland Avenue--westerly;

N. Pontiac Avenue, from W. Berteau Avenue to W. Irving Park Road--southerly.

Referred--PROPOSED ORDINANCE TO AMEND DIRECTION ON RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC ON PORTION OF N. OCTAVIA AV.

Alderman Farina (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on N. Octavia Avenue from W. Belmont Avenue to W. Addison Street (instead of a northerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTIONS OF W. ARCHER AV.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to limit the parking of vehicles to thirty minute periods at No. 6721 W. Archer Avenue from 9:00 A.M. to 9:00 P.M. on Monday through Saturday; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	W. Madison Street (north side) between N. Dearborn Street and N. Clark Street; S. Prairie Avenue (east side) from a point 46 feet south of E. 21st Street to a point 50 feet south thereof;
Sawyer (6th Ward)	S. St. Lawrence Avenue (west side) at No. 7400 (in front of church gate); E. 79th Street (south side) at No. 57 (driveway);
Brady (15th Ward)	S. Campbell Avenue, at No. 7215 (except for handicapped);
Lipinski (23rd Ward)	S. Natchez Avenue, at No. 5135 (except for handicapped);
Nardulli (26th Ward)	N. Hoyne Avenue at No. 1017 (except for handicapped);
Gabinski (32nd Ward)	W. Lyndale Avenue (north side) at No. 2114 (except for handicapped); W. School Street, at No. 1726 (except for handicapped);
Marcin (35th Ward)	N. Kedvale Avenue (west side) from W. Waveland Avenue to a point 60 feet south thereof;
Farina (36th Ward)	W. Schubert Avenue (north side) from N. Harlem Avenue to the first alley east thereof;
Laurino (39th Ward)	N. Christiana Avenue (west side) at No. 5630 (except for handicapped); N. Christiana Avenue (west side) from Nos. 5742 to 5744 (except for handicapped);
Rittenberg (40th Ward)	W. Hollywood Avenue, at No. 3212 (driveway);
Schulter (47th Ward)	W. School Street, at No. 1745 (except for handicapped);
Volini (48th Ward)	N. Wayne Avenue (east side), at No. 5355 (except for handicapped);
Stone (50th Ward)	W. Jarvis Avenue (east side), at No. 2357 (except for handicapped).

*Referred--*PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Evans (4th Ward)	S. Dorchester Avenue (west side) from E. 47th Place to E. 48th Street--8:00 A.M. to 4:00 P.M.--Monday through Friday; E. 48th Street (north side) from S. Dorchester Avenue to the first alley west thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;
Kelley (20th Ward)	S. Champlain Avenue between Nos. 6653 and 6659--7:00 A.M. to 7:00 P.M.--Sunday only; E. 67th Street between Nos. 632 and 634--7:00 A.M. to 7:00 P.M.--Sunday only;
Lipinski (23rd Ward)	S. Keeler Avenue (east side) from W. 51st Street to W. 52nd Street--8:00 A.M. to 5:00 P.M.--Monday through Friday; S. Nordica Avenue (east side) from W. Archer Avenue to W. 54th Street--8:00 A.M. to 10:00 A.M.--Monday through Friday; W. 63rd Place (both sides) from S. Central Avenue to the first alley north thereof--8:00 A.M. to 5:00 P.M.--Monday through Friday.

*Referred--*PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST PARKING
OF VEHICLES AT ALL TIMES ON PORTION OF W. GRENSHAW ST.

Alderman Davis (29th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on W. Grenshaw Street (north side) from a point 225 feet east of S. Keeler Avenue to a point 80 feet east thereof (instead of from a point 265 feet east of S. Keeler Avenue to a point 35 feet east thereof); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST
PARKING OF VEHICLES ON PORTION OF S. KOLIN AV.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles in the 5100 block of S. Kolin Avenue (both sides) from 8:00 A.M. to 10:00 A.M. on Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDER TO ALLOW PURCHASE OF "ZONE 10 RESIDENTIAL PARKING" DECALS FOR N. MAJOR AV.

Alderman Cullerton (38th Ward) presented a proposed order to allow the residents of the No. 5600-5700 blocks of W. Addison Street to purchase "Zone 10 Residential Parking" decals permitting parking in the 3500 and 3600 blocks of N. Major Avenue; 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>
Roti (1st Ward)	W. 16th Street and S. Racine Avenue--"4-Way Stop";
Bloom (5th Ward)	E. 58th Street (south side) from a point 30 feet east of S. University Avenue to a point 25 feet east thereof--"No Parking-No Standing";
Sawyer (6th Ward)	S. Wabash Avenue and E. 94th Street--"4-Way Stop";
Madrzyk (13th Ward)	W. 65th Street and S. La Crosse Avenue--"No Left Turn--3:00 P.M. to 6:00 P.M., Monday through Friday"; W. 65th Street and S. La Porte Avenue--"No Left Turn--3:00 P.M. to 6:00 P.M., Monday through Friday";
Barden (16th Ward)	S. Hermitage Avenue and W. 66th Street (both sides)--"Stop";
Sherman (21st Ward)	W. 89th Street and S. Aberdeen Street--"Stop"; S. Yale Avenue and E. 97th Street--"Stop";
Lipinski (23rd Ward)	W. 52nd Street and S. Nashville Avenue--"3-Way Stop"; W. 54th Street and S. Mobile Avenue--"3-Way Stop"; W. 58th Street and S. Nottingham Avenue--"Stop";
Marzullo (25th Ward)	W. Taylor Street and S. Claremont Avenue--"Stop";
Nardulli (26th Ward)	W. Erie Street and N. Wolcott Avenue--"Stop";
Farina (36th Ward)	N. Odell Avenue and W. School Street--"Stop";
Casey (37th Ward)	N. Latrobe Avenue and W. Thomas Street--"Stop";

Laurino (39th Ward)

N. Bernard Avenue and W. Hollywood Avenue--
"Stop";

N. Drake Avenue and W. Hollywood Avenue--
"Stop";

Pucinski (41st Ward)

W. Bryn Mawr Avenue and S. Delphia Avenue--
"4-Way Stop."

Referred--PROPOSED ORDER FOR REMOVAL OF TRAFFIC
SIGNS IN SPECIFIED AREA.

Alderman Cullerton (38th Ward) presented a proposed order for the removal of "No Parking" signs on both sides of W. Addison Street in the No. 5700 block; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Alderman Madrzyk (13th Ward) presented proposed ordinances, for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as a B2-1 Restricted Retail District instead of B4-1 and B4-2 Restricted Service Districts the area shown on Map No. 12-J bounded by

W. 53rd Street; S. Kedzie Avenue; W. 55th Street; a line 100 feet west of S. Homan Avenue; the alley next north of and parallel to W. 55th Street; and the alley next west of and parallel to S. Kedzie Avenue;

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 14-J bounded by

W. 55th Street; S. Spaulding Avenue; the alley next south of and parallel to W. 55th Street; and the alley next west of and parallel to S. Christiana Avenue;

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-J bounded by

W. 55th Street; S. Kedzie Avenue; the alley next north of and parallel to W. 56th Street; the alley next west of and parallel to S. Kedzie Avenue; W. 59th Street; S. Christiana Avenue; the alley next north of and parallel to W. 59th Street; the alley next west of and parallel to S. Sawyer Avenue; W. 57th Street; the alley next west of and parallel to S. Spaulding Avenue; the alley next south of and parallel to W. 55th Street; and S. Spaulding Avenue;

To classify as a B2-1 Restricted Retail District instead of B4-1 and B4-2 Restricted Service Districts the area shown on Map No. 14-J bounded by

the alley next north of and parallel to W. 56th Street; S. Kedzie Avenue; W. 59th Street; and the alley next west of and parallel to S. Kedzie Avenue;

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 14-J bounded by

the alley next north of and parallel to W. 59th Street; a line 125 feet east of S. Central Park Avenue (east side of Grand Trunk Western Railroad); W. 59th Street; and S. Central Park Avenue (east side of Grand Trunk Western Railroad).

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Roti (1st Ward)	Bruno Bertucci.
Sawyer (6th Ward)	James Johnson, Cleveland Walker, Jr.
Nardulli (26th Ward)	M. Sasko.
Gabinski (32nd Ward)	Leona Matrejek.
Oberman (43rd Ward)	Emery T. Smith, Kendra L. Swanson.

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

ALDERMEN ROTI (1st Ward):

Drafting of Ordinance Directed for Vacation of
Portion of W. Van Buren St.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 14.30 feet (lying below elevation +14.40 feet Chicago City Datum) of that part of W. Van Buren Street between the east line of S. Sherman Street and the west line of S. LaSalle Street for Chicago Options Exchange Building Corporation (No. 16-1-82-771); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council:

On motion of Alderman Roti the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK
ART FAIR ON PORTION OF N. STATE ST.

Also a proposed order to grant permission to The Loop College, No. 64 E. Lake Street, to conduct a sidewalk art fair on both sides of N. State Street between W. Randolph Street and W. Wacker Drive, for the period of May 15-16, 1982; which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Hyde Park Bank & Trust Company, U/T No. 172, to maintain and use an existing canopy attached to the building or structure located at No. 1452 E. 53rd Street; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN BLOOM (5th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 25.1 OF MUNICIPAL
CODE REQUIRING PUBLIC NOTICE OF POSITIONS
AVAILABLE IN THE DEPARTMENTAL
EMPLOYMENT SERVICE.

A proposed ordinance, presented by Aldermen Bloom, Davis, Oberman, Volini and Orr, to amend Chapter 25.1 of the Municipal Code of the City of Chicago by adding new sections to be known as Sections 25.1-16 and 25.1-17 which would require public notice of the positions available in the Departmental Employment Service of the Department of Personnel; which was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

Presented by

ALDERMAN SAWYER (6th Ward):

Week of May 30-June 5, 1982 Proclaimed as "OIC Week"
in Chicago, Etc..

A proposed resolution reading as follows:

WHEREAS, Chicago OIC is a community based self-help skills training and community revitalization program with a record of effectiveness; and

WHEREAS, This program is a total economic development program and job generating movement which serves an interracial cross section of the American unskilled, unemployed and disadvantaged in more than 125 communities; and

WHEREAS, Since 1967 Chicago OIC has united a diverse segment of the Chicago population to achieve its goals and the City of Chicago publicly recognized the achievements of OIC; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, do hereby proclaim the week of May 30-June 5, 1982, as "OIC WEEK" in Chicago and urge all citizens to support the Chicago OIC.

Alderman Sawyer 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 Sawyer, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHAW (9th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 190 OF MUNICIPAL CODE REQUIRING SPECIFIED AUTHORIZATION FOR RELEASE OF CERTAIN MINORS HELD IN POLICE CUSTODY.

A proposed ordinance to amend Chapter 190 of the Municipal Code of the City of Chicago by adding a new section to be known as Section 190-7 which would require specified authorization for the release of certain minors held in police custody; which was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

*Referred--*PROPOSED ORDINANCE FOR IMPLEMENTING EFFECTIVE METHODS OF REPORTING GANG ACTIVITY.

Also a proposed ordinance urging all persons employed as Administrators, Principals, or Assistant Principals in primary or secondary schools located within the City of Chicago to report any incidences of gang recruitment, intimidation, etc. to the Chicago Police Department within 24 hours; which was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Drafting of Ordinance Directed for Vacation of Portion of S. Kreiter Av.

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Kreiter Avenue between the south line of E. 94th Street and the north line of E. 95th Street for the Chicago Regional Port District (No. 5-10-82-772); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Vrdolyak the foregoing proposed order was *Passed*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE BY ADDING MULTI-FAMILY HOUSING LANGUAGE TO CHICAGO ZONING ORDINANCE.

Also a proposed ordinance to amend Chapter 194A of the Municipal Code of the City of Chicago by adding multi-family housing language to Section 7.12-1(3) of the Chicago Zoning Ordinance; which was *Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERMAN HUELS (11th Ward):

Tribute to the Late Chicago Police Officer Christopher Caponigro.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite mercy and wisdom called Chicago Police Officer Christopher Caponigro to his eternal reward on the 7th of February, 1982; and

WHEREAS, Officer Christopher Caponigro proved himself an outstanding and dedicated servant of the public ever since his appointment to the Chicago Police Department in September, 1958. He served with great distinction in Area 1 Loop Foot Traffic, later in the 1st District Police Station, and since 1972 in the City Hall, specifically in the City Treasurer's Office; and

WHEREAS, While working in the City Treasurer's Office, Officer Caponigro gained the respect of fellow officers, City Officials and the Members of the City Council; and

WHEREAS, An outstanding family man, Officer Caponigro represented the finest standard of public service offered by our great City, and he will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered this 2nd day of March, 1982, do hereby express our deep sorrow on the passing of Chicago Police Officer Christopher Caponigro, and extend to his widow, Lolita, and his family, our most profound expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Christopher Caponigro.

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, seconded by Alderman Bertrand, the foregoing proposed resolution was *Adopted*, by a rising vote.

Joseph and Jessie Smith Congratulated on Their 50th Wedding Anniversary.

Also a proposed resolution reading as follows:

WHEREAS, On November 15, 1981, Joseph and Jessie Smith celebrated their 50th wedding anniversary; and

WHEREAS, Their three children, John, Joseph and Carolyn and their grandchildren joined in the celebration by attending a special mass at St. Gabriel's Church on November 15, which was followed by a reception for the family and their friends; and

WHEREAS, The Smiths were long-time residents of Chicago and particularly the community of Canaryville; and

WHEREAS, The dedication of Mr. and Mrs. Smith to their marriage, family and community is an example to be emulated by all; and

WHEREAS, Mr. Smith, a 20-year employee of the City of Chicago, retired in 1980 and now the citizens of Chicago wish him and his wife a fulfilling and happy retirement; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago duly assembled this 2nd day of March, 1982, do hereby congratulate Mr. and Mrs. Joseph Smith, and wish them the best in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Smith.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 104.2, OF
MUNICIPAL CODE CONCERNING LICENSING OF
AUTOMATIC AMUSEMENT DEVICES, ETC.

Also a proposed ordinance to amend Chapter 104.2, Section 104.2-9 of the Municipal Code of the City of Chicago limiting the location of establishments with one to five machines ("game room") not to be within 200 feet of any church, hospital, etc.; which was *Referred to the Committee on License*.

Presented by

ALDERMAN MADRZYK (13th Ward) and ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 83 OF
MUNICIPAL CODE CONCERNING WATER SUPPLY
AND DISTRIBUTION SYSTEMS.

A proposed ordinance to amend Chapter 83 of the Municipal Code of the City of Chicago by adding four new sections in their proper numerical sequence to be known as Sections 83-4.2, 83-4.3, 83-4.4 and 83-4.5 in reference to water and sewer bills; which was *Referred to the Committee on Finance*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 185 OF
MUNICIPAL CODE CONCERNING WATER SUPPLY, ETC.

Also a proposed ordinance to amend Chapter 185 of the Municipal Code of the City of Chicago by inserting two new sections in their proper numerical sequence to be known as Sections 185-34.1 and 185-34.2 in reference to setting forth procedures and penalties for unpaid water bills; which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BURKE (14th Ward):

**Edward Winiecki Congratulated and Honored for His Dedication
to His Community and City.**

A proposed resolution reading as follows:

WHEREAS, Each year the 14th Ward Polish Regular Democratic Club of the City of Chicago honors an individual for his dedication to the community and the club; and

WHEREAS, This year the 14th Ward Polish Regular Democratic Club has selected Edward Winiecki; and

WHEREAS, Edward Winiecki was born on September 18, 1917; and

WHEREAS, He has been a lifelong resident of the 14th Ward, attending St. John of God Grammar School and Tilden Technical High School; and

WHEREAS, In May of 1940, he married the former Clara Michalek; and

WHEREAS, He was called to serve in the United States Armed Forces during World War II; and

WHEREAS, He is the proud father of two children, Camille and Paul; and

WHEREAS, He has been a member of several fraternal and civic organizations, including St. John of God Goodfellows; the Chicago Choral Society Choir, the St. Valentine Society No. 331, the Polish Roman Catholic Union of America, Knights of Columbus, St. Augustine Aquinas No. 1089; and

WHEREAS, He currently serves as Treasurer of the 14th Ward Polish Regular Democratic Club; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, gathered here this 2nd day of March, 1982, do hereby extend our congratulations and best wishes to Edward Winiecki on being chosen as Member of the Year and for his dedication to the community and the City of Chicago; and

Be It Further Resolved, That this resolution be spread upon the permanent record of the Proceedings of the City of Chicago as a lasting tribute and that a suitable copy be presented to Edward Winiecki.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED RESOLUTION URGING THE CORPORATION
COUNSEL OF CHICAGO TO FILE INTERVENING
PETITION IN CASE NO. 81 CH6768, ETC.

Also a proposed resolution urging the Corporation Counsel of Chicago to file a petition to intervene in case number CH6768 Peoples Energy et al. vs Illinois Commerce Commission, etc; which was *Referred to a Special Joint Committee composed of the members of the Committee on Finance and the Committee on Public Utilities*.

Presented by

ALDERMAN BURKE (14th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 187 OF MUNICIPAL
CODE CONCERNING NATURAL GAS SERVICE COMPANIES.

A proposed ordinance, presented by Aldermen Burke, Shaw, Brady, Barden, Axelrod, Schuler, Volini and Stone, to amend Chapter 187 of the Municipal Code of the City of Chicago by adding new sections to be known as Sections 187-18.1 through 187-18.6 and amending the penalty fee found within Section 187-19 in reference to regulating any agent of a company furnishing natural gas for fuel within the corporate limits of the City of Chicago; which was *Referred to a Special Joint Committee composed of the members of the Committee on Finance and the Committee on Public Utilities*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred--PROPOSED RESOLUTION CALLING FOR THE EMPLOYMENT OF 1,000
ADDITIONAL POLICE OFFICERS.

A proposed resolution urging the Chicago City Council and the appropriate committee to consider allocating necessary funds to hire an additional 1,000 police officers to serve the City of Chicago; which was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

Presented by

ALDERMAN KELLEY (20th Ward):

**Barrington Perry, Musician, Honored and March 11, 1982 Proclaimed as
"Barrington Perry Day in Chicago."**

A proposed resolution reading as follows:

WHEREAS, The music scene in Chicago has benefited enormously from the presence of pianist Barrington Perry, who has appeared in virtually every nightclub in our great City since 1944; and

WHEREAS, Barrington Perry, either as a single or as leader of a trio, has played in such past and present clubs as the Club De Lisa, Hollywood Show Lounge, Dave's Cafe, Elmer's Cocktail Lounge, Chef Alberto's Marina City, the Hartford Plaza, Flying Carpet, and the Cousin's Club, where for seven years he led the trio and arranged for and accompanied many vocalist. Most recently he has been working for several years with the band at the O'Hare Gaslight Club and has appeared during the breakfast hours at the downtown Hyatt Regency Hotel; and

WHEREAS, Born in British Guiana August 17, 1918, Barrington Perry came with his parents to New York in 1921 and began studying piano at the age of eight years. In 1939 he joined the vocalist, Arthur Lee Simpkins, and appeared in various clubs in New York and New Jersey. Two years later, a short tour through Philadelphia, Cleveland and Detroit brought him to Chicago, where he has made his home ever since, except for a two-year stint during World War II with the U.S. Navy; and

WHEREAS, In 1948 he entered Harmony Lodge No. 88 F. & A.M. - P.H.A. and has served in various offices in the Lodge since that time. He was elevated to 32nd Degree in 1952 and is presently serving as Secretary to the Past Masters' Council Club of Harmony Lodge; and

WHEREAS, Barrington Perry is regrettably leaving our great City shortly to commence a new career in Canada; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 2nd day of March, 1982 do hereby name March 11, 1982, as "Barrington Perry Day in Chicago" and do also express our gratitude to this fine citizen for the many years in which he has enhanced the musical life of our great City; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to Barrington Perry.

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 LIPINSKI (23rd Ward):

**Drafting of Ordinance Directed for Vacation of Specified
Streets and Public Alleys.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Luna Avenue and S. Linder Avenue lying between the southerly line of S. Archer Avenue

and the north right-of-way line of the Indiana Harbor Belt Railroad; also, all that part of S. Lotus Avenue lying between the southerly line of the northeasterly-southwesterly 16-foot public alley southerly of S. Archer Avenue and the north right of way line of the Indiana Harbor Belt Railroad; together with all of the remaining public alleys in the area bounded by S. Archer Avenue, the Indiana Harbor Belt Railroad, S. Luna Avenue, and S. Lotus Avenue for Dominick's Finer Foods, Inc. (File No. 9-23-81-764); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Lipinski the foregoing proposed order was *Passed*.

"National Medical Laboratory Week"
Recognized to Be Held April
11 through 17, 1982.

Also a proposed resolution reading as follows:

WHEREAS, The Annual Medical Laboratory Week will be observed on a nationwide basis April 14 through April 17, 1982; and

WHEREAS, This celebration was originated as a means of recognizing the personal role which medical laboratory professionals play in serving the general public; and

WHEREAS, The week is set aside to salute all the personnel working in medical laboratories all across the nation, both in private and in hospital laboratories; pathologists, chemists, microbiologists, medical technologists, medical laboratory technologists, cytotechnologists, histologists, clinical laboratory technologists and laboratory aides. This range of personnel includes PhD's as well as non-degreed, non-registered laboratory aides; and

WHEREAS, Medical laboratory technology has developed into a backbone of medical science and it is both fitting and proper that the City of Chicago join in the salute to these "unsung heroes and heroines" of the medical professions; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, on behalf of all the thankful citizens of this great City, do hereby take cognizance of "National Medical Laboratory Week," April 11 through April 17, 1982, and offer our congratulations and our gratitude to the many medical health and welfare of our populace.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27, SECTION 27-317
OF MUNICIPAL CODE CONCERNING SIX-MONTH RESIDENTIAL
PARKING PERMITS.

Also a proposed ordinance to amend Chapter 27, Section 27-317 of the Municipal Code of the City of Chicago to provide for six-month residential parking permits; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR INSTALLATION OF BUS PASSENGER SHELTER
AT S. PULASKI RD. AND W. 55th ST.

Also a proposed order to memorialize the Chicago Transit Authority to install bus passenger shelters for north and southbound traffic on S. Pulaski Road at W. 55th Street; which was *Referred to the Committee on Local Transportation*.

Presented for

ALDERMAN RAY (27th Ward):

*Referred--*PROPOSED ORDINANCE TO CONDEMN CERTAIN PROPERTY
FOR THE INSTALLATION OF A CUL-DE-SAC.

A proposed ordinance, presented by Alderman Nardulli, to designate the property in the block bounded by W. Madison Street, W. Fifth Avenue and S. Francisco Avenue as "condemned property" and to provide for the installation of a cul-de-sac therefore; which was *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN DAVIS (29th Ward) and OTHERS:

Tribute to the Late Mr. L. C. Branch.

A proposed resolution, presented by Aldermen Davis, Sawyer, Bertrand, Shaw, Shumpert and Carothers, reading as follows:

WHEREAS, The Almighty God in his infinite and profound wisdom has called to his eternal rest, Mr. L. C. Branch; and

WHEREAS, L.C. Branch was a prominent Chicago citizen, mortician and civic leader; and

WHEREAS, Mr. Branch was best known in the Lawndale and Austin communities where he and his wife, the Rev. Dorothy Sutton Branch resided and conducted businesses for several years; and

WHEREAS, Mr. Branch was a native of Centerville, Mississippi, graduated from Alcorn A & M College and served as president of the Alumni Association for nine years; and

WHEREAS, He founded the House of Branch Funeral Homes in Chicago forty-six years ago and began what he described as "a unique family funeral service," bringing together morticians, the City and Community; and

WHEREAS, Mr. Branch was co-founder, along with morticians Miller, Rayner, and Cook, of the Cook County Funeral Homes Owners; and

WHEREAS, He was the first Black president of the Greater Lawndale Conservation Commission and held the same distinction with the District Lions Club of Austin and Oak Park; and

WHEREAS, As an active and involved community leader, Mr. Branch was the recipient of numerous awards for outstanding services from groups such as the Crispus Attucks Post Number 1268, American Legion, the Lawndale Community and the New Mount Zion Church; now, therefore,

Be It Resolved, That we the Honorable Mayor and the Chicago City Council in meeting this 2nd day of March, 1982, do hereby mourn the passing of Mr. L. C. Branch and take note of his many and varied contributions to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and submitted to his wife for her memory and comfort.

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

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

Presented by

ALDERMAN FROST (34th Ward):

**Authority Granted to Amend an Ordinance Authorizing Issuance
of Presidential Towers Housing Revenue Bonds
(FHA Insured Mortgage) in an
Amount not to Exceed
\$170,000,000.**

A proposed ordinance reading as follows:

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

SECTION 1. The Ordinance authorizing the issuance of Presidential Towers Housing Revenue Bonds (FHA Insured Mortgage) in an amount not to exceed \$170,000,000, adopted December 19, 1980, as amended, is hereby further amended by deleting the words "The Bonds shall be issued before June 29, 1981," as they appear in lines 10 and 11 of Section 3 of said Ordinance in the Council Journal on page 5108 and inserting the words, "The Bond Purchase Agreement shall be executed before July 15, 1982," in lieu thereof.

SECTION 2. This ordinance shall be in full force and effect upon its adoption and approval.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--39.

Nays--Aldermen Bloom, Oberman, Merlo, Volini, Orr--5.

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

**Drafting of Ordinance Directed for Vacation of
Specified Public Alley.**

Also a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an Ordinance for the vacation of the north-south alley lying between 110th Place and 111th Street and between Wentworth Avenue and Perry Avenue; said Ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Frost the foregoing proposed order was *Passed*.

Presented by

ALDERMAN FARINA (36th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified

buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

First State Bank & Trust of Park Ridge, Illinois, U/T No. 571, No. 5718 W. Fullerton Avenue;

Steve Ondrala, No. 5915 W. Fullerton Avenue.

Presented by

ALDERMAN FARINA (36th Ward) and ALDERMAN MARCIN (35th Ward):

Tribute to the Late Benjamin S. Adamowski.

A proposed resolution reading as follows:

WHEREAS, Almighty God, in His Infinite Mercy and Wisdom, called Benjamin S. Adamowski to his eternal reward on the 1st day of March, 1982; and

WHEREAS, Mr. Adamowski was a dedicated and hard-working public servant who tirelessly served the citizens of the City of Chicago, the County of Cook and the State of Illinois; and

WHEREAS, Mr. Adamowski's public service career spanned six decades, including service on the Chicago Public Library Board, as the Chicago Corporation Counsel, Cook County State's Attorney, and an attorney for the Chicago Board of Election Commissioners, and five terms in the Illinois General Assembly, during which he variously held the seats of majority and minority leader; and

WHEREAS, Mr. Adamowski won the respect and admiration of all whose paths he crossed, not only for his tenacity in the pursuit of his objectives but for his unfailing willingness to provide assistance wherever it was needed; and

WHEREAS, Mr. Adamowski, as a consequence of his aforementioned leadership and service will long be remembered as an outstanding political leader and civic-minded citizen; and

WHEREAS, Mr. Adamowski, was a devoted and loving family man and will be sorely missed by his wife Kathryn, and his two sons, Benjamin, Jr. and Robert; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council in meeting assembled this 2nd day of March, 1982, do hereby express their deep sorrow at the passing of Benjamin S. Adamowski, and extend their deepest and sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Benjamin S. Adamowski.

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

Alderman Natarus moved that said resolution be amended to be presented by the administration and all the City Council members. The motion *Prevailed*.

Thereupon, on motion of Alderman Farina, seconded by Alderman Natarus, said resolution was *Passed*, as amended, by a rising vote.

Presented by

ALDERMAN NATARUS (42nd Ward):

Drafting of Ordinance Directed for Vacation
of Specified Streets.

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for vacating all that part of N. Ogden Avenue lying between the south right of way line of the Chicago Transit Authority and the northeasterly line of N. Clybourn Avenue; also, all that part of W. Blackhawk Street lying between N. Larrabee Street and N. Frontier Avenue; also, all that part of W. Weed Street lying between N. Frontier Avenue and N. Ogden Avenue; also, all that part of N. Frontier Avenue lying between W. Weed Street and W. Blackhawk Street for the Board of Education (No. 4-42-82-766); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDER FOR PERMITS TO SET BACK CURB
AT NO. 22 W. MAPLE ST. AND NO. 1111 N.
DEARBORN ST.

Also a proposed order for issuance of the necessary permits to Capital Associates to set back the curb at the addresses known as No. 22 W. Maple Street and No. 1111 N. Dearborn Street, subject to approval of plans etc.; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Doris T. Bernardo, Nos. 6942-6946 W. Higgins Avenue;

Joseph Neisler, Nos. 6938-6940 W. Higgins Avenue.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDINANCE FOR PERMITS TO ERECT,
INSTALL AND MAINTAIN GRANITE SIDEWALK.

A proposed ordinance for issuance of the necessary permits to the Levy Organization and One Magnificent Mile, to erect, install and maintain a granite sidewalk, thirteen tree pits and four stone containers located on the sidewalk at Nos. 115-125 E. Walton Street, Nos. 920-950 N. Michigan Avenue and Nos. 115-135 E. Oak Street, etc.; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

*Referred--*PROPOSED ORDER TO INSTALL AND MAINTAIN TREES
IN SUBSURFACE PLANTERS, ETC.

Also a proposed order to install and maintain seven trees in subsurface planters and above surface planters located adjacent to No. 1111 W. Diversey Avenue, etc.; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT STREET FAIR ON
PORTION OF N. LINCOLN AV.

Also a proposed order for issuance of a permit to North Lincoln Avenue Association at No. 2448 N. Lincoln Avenue, for the conduct of a street fair on N. Lincoln Avenue between W. Fullerton and W. Wrightwood Avenues for the period of July 17-18, 1982, etc.; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED RESOLUTION URGING CERTAIN CITY OFFICIALS AND
EMPLOYEES, ETC. TO REDUCE THEIR SALARIES.

Also a proposed resolution reading as follows:

Whereas, The government of the City of Chicago is facing declining revenues, is disposing of capital assets to meet operating expenditures, and its citizens are facing an economic crisis; and

Whereas, The School Finance Authority has stated that the Board of Education will have a \$100 million deficit in 1982-83 and that schools may not open this fall; and

Whereas, The Civic Federation has stated that the CTA will have a deficit of \$176.5 million in 1982 and may have to cease operations this year; and

Whereas, As elected officials of the City of Chicago, we have a responsibility to halt this disastrous delining spiral and the escalation of deficits which are crippling the services essential to the citizens of this City; and

Whereas, No plans have been made to offset the impact of Reaganomics on the finances of Chicago's local governments; now, therefore,

Be It Resolved, that:

1. The Mayor, the City Council, and all persons working for the City of Chicago earning more than \$40,000 per year take an immediate reduction in salary level of 10%;
2. The Board of Education and the CTA are memorialized to provide for a 10% salary reduction for the Superintendent of the Board of Education, the CTA Board, and all persons working for those governments earning more than \$40,000 per year;
3. The transit workers unions and the teachers' union are memorialized to accept an immediate wage freeze, including an elimination of cost of living benefits;
4. A special committee of the City Council is created, to be appointed by the Chairman of the Committee on Finance, to study measures to offset the effects of spending cuts by the federal government on Chicago's local governments and to make specific recommendations for reductions in spending by the City of Chicago, the Board of Education, and the CTA. Said special committee shall report back to the City Council no later than May 1, 1982.

Alderman Oberman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was *Lost*, by yeas and nays as follows:

Yeas--Aldermen Bloom, Rittenberg, Oberman, Clewis, Volini, Orr--6.

Nays--Aldermen Roti, Barnett, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Kellam, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Schulter, Stone--32.

On motion of Alderman Oberman, the foregoing proposed resolution was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SCHULTER (47th Ward):

**Ravenswood Hospital Medical Center Congratulated
on Its 75th Anniversary, Etc.**

A proposed resolution reading as follows:

WHEREAS, 77 years ago, in 1905, Doctors George Green, George Bussey and Ernest Fetherston had the foresight to obtain a license to operate a hospital and began planning, raising funds and constructing a hospital to serve the health care needs of their neighbors on Chicago's great Northwest Side; and

WHEREAS, Ravenswood Hospital opened officially January 10, 1907, and began caring for the people of this fine community; and

WHEREAS, Throughout its history, Ravenswood Hospital Medical Center has been a leader in providing health care innovations to its patients, including the first infant respirator on the North Side, the first Blood Bank in a community hospital in Chicago, and the first hospital-based day surgery program in this great City; and

WHEREAS, While continually providing improved patient care services, Ravenswood Hospital Medical Center has provided education to health professionals throughout its history, opening its School of Nursing right away in 1907, the School of Nurse Anesthesia in 1925, the Internship Program for physicians in 1925, the School of Radiologic Technology in 1935, becoming affiliated with the University of Illinois College of Medicine in 1969, and adding Internal Medicine, Family Service and Flexible Residency programs throughout the previous decade; and

WHEREAS, Ravenswood Hospital Medical Center has long been a reputable and responsible corporate citizen of the Ravenswood community and of the City of Chicago since its founding 75 years ago, providing health care, education and employment to thousands of Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 2nd day of March, 1982, do hereby offer our heartiest congratulations and best wishes, and especially our gratitude, to Ravenswood Hospital on the occasion of its 75th Anniversary of continuous service to its community and City; and

Be It Further Resolved, That the period beginning Saturday, May 8, 1982, through Sunday, June 6, 1982, be hereby declared as "Ravenswood Hospital Medical Center Month" in Chicago; and

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

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF SPECIFIED ALLEY LIGHTS.

Also two proposed orders for the installation of an alley light at the rear of No. 4831 N. Wolcott Avenue, and another alley light at the rear of No. 4819 N. Wolcott Avenue; which were *Referred to the Committee on Finance*.

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:

Free Permits:

BY ALDERMAN KELLAM (18th Ward):

West Englewood Frick Center, No. 7919 S. Ashland Avenue--electrical installations.

BY ALDERMAN NARDULLI (26th Ward):

Erie Neighborhood House, No. 1347 W. Erie Street--construction of a playground.

United Christian Community Services/North Avenue Day Nursery, No. 2023 W. Pierce Avenue--repairs to existing building.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, No. 3831 N. Mozart Street--for new building construction.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern University, sundry locations--electrical corrections, installation of medical equipment, maintenance, renovation, painting (11).

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, No. 2300 Children's Plaza--minimum code compliance in Entire Bed Tower -- floors 1 through 5.

License Fee Exemptions:

BY ALDERWOMAN HUMES (8th Ward):

Jackson Park Hospital, No. 7531 S. Stony Island Avenue.

BY ALDERMAN MARZULLO (25th Ward):

Mount Sinai Hospital Medical Center of Chicago, No. 1500 S. California Avenue.

BY ALDERMAN CASEY (37th Ward):

Saint Martin-CCS Child Development Center, No. 5710 W. Midway Park.

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital, No. 111 W. Oak Street.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

St. Peter Church, No. 108 W. Madison Street--building inspection.

BY ALDERMAN BARNETT (2nd Ward):

Chicago Youth Centers, No. 611 W. Adams Street--boiler and fuel burning equipment inspection.

BY ALDERMAN BLOOM (5th Ward):

Catholic Theological Union, No. 5401 S. Cornell Avenue--boiler and fuel burning equipment and unfired pressure vessel inspections.

McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue--elevator inspection.

University of Chicago, sundry locations--building and elevator inspections (2).

BY ALDERMAN SHAW (9th Ward):

Mendal High School, No. 250 E. 111th Street--boiler and fuel burning equipment inspection.

St. Mary Church, No. 310 E. 137th Street--boiler and fuel burning equipment inspection.

St. Salomea School, No. 11824 S. Indiana Avenue--boiler and fuel burning equipment inspection.

BY ALDERWOMAN BARDEN (16th Ward):

Bethsaida Baptist Church, Nos. 5656 and 5658 S. Sangamon Avenue--building inspection.

Wards Chapel Methodist Baptist Church, No. 7111 S. Halsted Street--building inspection.

BY ALDERMAN SHUMPERT (24th Ward):

Chicago Youth Centers, No. 611 W. Adams Street (premise address: No. 3415 W. 13th Place)--building inspection.

BY ALDERMAN NARDULLI (26th Ward):

Saint Mary of Nazareth Hospital Center, No. 2233 W. Division Street--liquid oxygen tanks inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home of Chicago, Inc., No. 2650 N. Ridgeway Avenue--mechanical ventilation and public place of assembly inspections (2).

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Nursery, No. 1849 N. Hermitage Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN MELL (33rd Ward):

Bethel Lutheran Church, No. 2101 N. Humboldt Boulevard--building and boiler and fuel burning equipment inspections (2).

Christian and Missionary Alliance, No. 1715 N. Fairfield Avenue--building, and boiler and fuel burning equipment inspections (2).

BY ALDERMAN FARINA (36th Ward):

Galewood Community Church, No. 1776 N. Narragansett Avenue--boiler and fuel burning equipment and parking sign maintenance and surcharge inspections (2).

BY ALDERMAN CASEY (37th Ward):

Austin Messiah Evangelical Lutheran Church, Nos. 900-908 N. Waller Avenue--building inspection.

St. Anne's Hospital, No. 4950 W. Thomas Street--boiler and fuel burning equipment and elevator inspections (2).

BY ALDERMAN CULLERTON (38th Ward):

Montrose Baptist Church, No. 4411 N. Melvina Avenue--building and mechanical ventilation inspections (2).

Saint Ladislaus Church, Nos. 3345-3347 N. Long Avenue--building inspection.

BY ALDERMAN LAURINO (39th Ward):

Edgebrook Lutheran Church, No. 5252 W. Devon Avenue--building and mechanical ventilation inspections (2).

North Park College and Theological Seminary, sundry locations--boiler and fuel burning equipment and unfired pressure vessel inspections.

Sauganash Community Church, No. 4618 W. Peterson Avenue--mechanical ventilation inspection.

BY ALDERMAN RITTENBERG (40th Ward):

Edgewater Hospital, No 5700 N. Ashland Avenue--canopy, revolving door and refrigeration equipment inspections (2).

St. Demetrios Church, No. 2727 W. Winona Avenue--boiler and fuel burning equipment and mechanical ventilation inspections (2).

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home Society of Chicago (Norwood Park Home), No. 6016 N. Nina Avenue--mechanical ventilation inspection.

Resurrection Hospital, No. 7435 W. Talcott Avenue--mechanical ventilation inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Anti-Cruelty Society, No. 157 W. Grand Avenue--building inspection.

Fourth Presbyterian Church, No. 126 E. Chestnut Street--building inspection.

Illinois College of Podiatric Medicine, No. 1001 N. Dearborn Street--building inspection.

Immaculate Conception Church, No. 1415 N. North Park Avenue--boiler and fuel burning equipment, and unfired pressure vessel inspections.

Northwestern Memorial Hospital, sundry locations--building, boiler and fuel burning equipment and unfired pressure vessel and elevator inspections (4).

United Greek Orthodox Churches of Chicago, No. 1017 N. LaSalle Street--building inspection.

BY ALDERMAN MERLO (44th Ward):

Saint Alphonsus Church, No. 1429 W. Wellington Avenue--boiler and fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN CLEWIS (45th Ward):

Saint Tarcissus Church, No. 6028 W. Ardmore Avenue--building inspection.

BY ALDERMAN AXELROD (46th Ward):

Frank Cuneo Memorial Hospital, sundry locations--boiler and fuel burning equipment, elevator, and unfired pressure vessel inspections (2).

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--elevator inspection.

The Salvation Army, No. 1025 W. Sunnyside Avenue--building, boiler and fuel burning equipment, mechanical ventilation and sign inspections (4).

BY ALDERMAN SCHULTER (47th Ward):

Queen of Angels Church, No. 2330 W. Sunnyside Avenue--building and boiler and fuel burning equipment inspections (2).

St. Benedict Church, No. 2215 W. Irving Park Road--boiler and fuel burning equipment inspection.

Sydney R. Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue--elevator inspection.

BY ALDERWOMAN VOLINI (48th Ward):

Winthrop Towers, No. 4850 N. Winthrop Avenue--elevator inspection.

BY ALDERMAN ORR (49th Ward):

Agudas Anshei Lubavitch Synagogue, No. 7424 N. Paulina Street--building inspection.

St. Ignatius Parish, No. 6559 N. Glenwood Avenue--mechanical ventilation inspection.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Center, No. 3001 W. Touhy Avenue--mechanical ventilation inspection.

Northwest Home for the Aged, No. 6300 N. California Avenue--building, boiler and fuel burning equipment, mechanical ventilation, and unfired pressure vessel inspections (4).

Temple Bethel of Chicago, No. 3050 W. Touhy Avenue--building, mechanical ventilation inspections (2).

Refund of Fees:

BY ALDERMAN MELL (33rd Ward):

Saint Pauls House, No. 3831 N. Mozart Street--in the amount of \$5,521.41 representing construction permits.

BY ALDERMAN RITTENBERG (40th Ward):

Korean Christian Reformed Church, No. 4232 N. California Avenue--in the amount of \$70.00 for two mechanical ventilation inspections.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (February 10, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held Wednesday, February 10, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderwoman Humes moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Chapter 194A of Municipal Code Amended Concerning
Restaurants, Doctors Offices, Etc.

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of Proceedings of February 10, 1982, pages 9481-9482, recommending that the City Council pass a proposed ordinance to amend Chapter 194A of the Municipal Code concerning Restaurants, Doctors Offices, etc.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Article 7.3-6 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by deleting paragraphs 2 and 3 in their entirety and substituting in lieu thereof, the following paragraph in *Italics*:

(2) Restaurants, which may sell liquor in conjunction therewith; Cocktail Lounges; Dress Shops; Gift Shops; Haberdasheries; Valet Shops; Beauty Shops; Barber Shops; Drug Stores and Retail Food Shops, which may sell package liquor. The foregoing uses which shall be accessible to the public only through an entrance which does not have access directly to a public way or street, but is accessible through the main lobby only, may be established in a multiple apartment building containing 50 or more dwelling units, principally for the convenience and use of residents of such buildings, provided that no advertising, display or identification signs are visible from outside the building.

SECTION 2. That paragraph 4, Doctors Offices, Dental Offices and Real Estate Brokerage Offices be eliminated in its entirety and the following language substituted in lieu thereof, and identified as paragraph 3.

(3) Doctors Offices, Dental Offices, Real Estate Brokerage Offices and Offices of Banks and Thrift Institutions - Not exceeding 3,000 square feet in area. The foregoing uses which shall be accessible to the public only through an entrance which does not have access directly to a public way or street, but is accessible through the main lobby only, may be established in a multiple apartment building containing 400 or more dwelling units, principally for the convenience and use of residents of such buildings, provided that no advertising, display or identification signs are visible from outside the building.

SECTION 3. That paragraph 5, Family Homes, be redesignated as paragraph 4.

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

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of the Proceedings of February 10, 1982, pages 9482-9486, recommending that the City Council pass twenty proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Roti moved to *Concur* in the committee's recommendations and *each* of the twenty proposed ordinances was *Passed* by yeas and nays as follows:

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

Nays--None.

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

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

the alley next north of and parallel to W. Superior Street; the alley next east of and parallel to N. Franklin Street; W. Superior Street; and a line 87 feet east of and parallel to N. Franklin Street,

to those of a C3-6 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

the alley next north of and parallel to W. Superior Street; a line 87 feet east of and parallel to N. Franklin Street; W. Superior Street; and a line 42.1 feet east of and parallel to N. Franklin Street,

to those of a C3-6 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

W. Superior Street; the alley next east of and parallel to N. Franklin Street; the alley next south of and parallel to W. Superior Street; and a line 162 feet east of and parallel to N. Franklin Street,

to those of a C3-6 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business and C3-7 Commercial-Manufacturing Districts symbols and indications as shown on Map No. 2-F in the area bounded by

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

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made part thereof and to no others.

[Planned Development printed on pages 9821 thru 9825 of this Journal]

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R-5 General Residence and M1-3 Restricted Manufacturing Districts Symbols and indications as shown on Map No. 2-G in the area bounded by

W. Jackson Boulevard; S. Throop Street; W. Van Buren Street; and S. Loomis Street,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 9826 thru 9830 of this Journal]

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R-4 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by

W. Wellington Avenue; the alley next east of N. Ashland Avenue; a line 66.25 feet south of W. Wellington Avenue; and N. Ashland Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 4-H.
(as amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-H in the area bounded by

(Continued on page 9831)

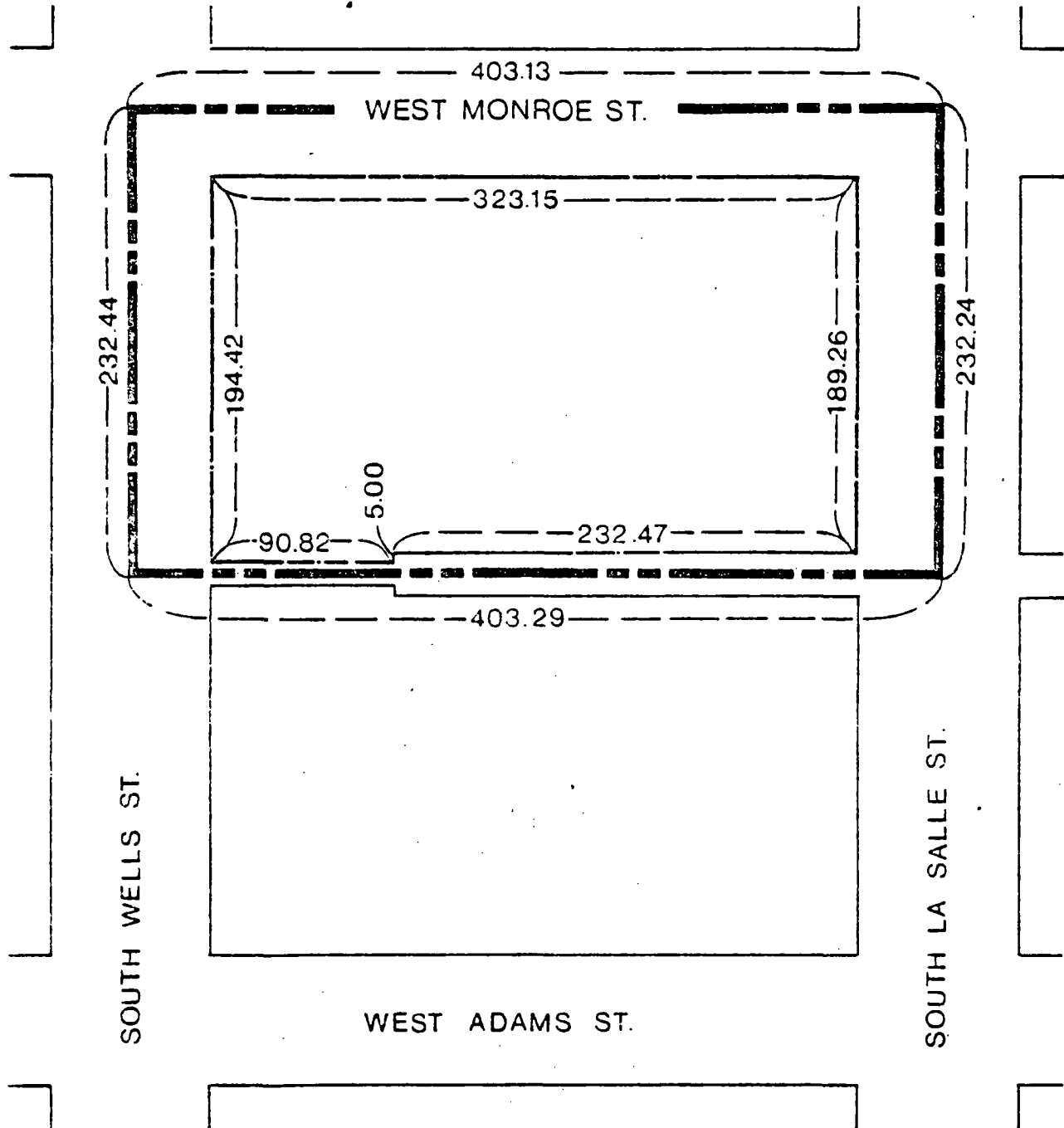
BUSINESS PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Business Planned Development" is owned or controlled by The Lurie Company, a California corporation.
2. The Applicant or its successors, assignees or grantees shall obtain all official reviews, approvals, licenses and permits.
3. The following shall be permitted within the area delineated herein as "Business Planned Development": Office, Business Mercantile, Assembly, securities and commodities exchange trading floors and related uses.
4. Off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review and the approval of the Department of Planning.
5. Any dedication or vacation of streets, any release of easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
6. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 14 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated herein as "Business Planned Development" subject to the review and approval of the Department of Planning.
8. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
9. The information in the table attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Business Planned Development" and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

Applicant: The Lurie Company

BUSINESS PLANNED DEVELOPMENT

PROPERTY LINE AND RIGHT OF WAY MAP



LEGEND:

- PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE

NORTH

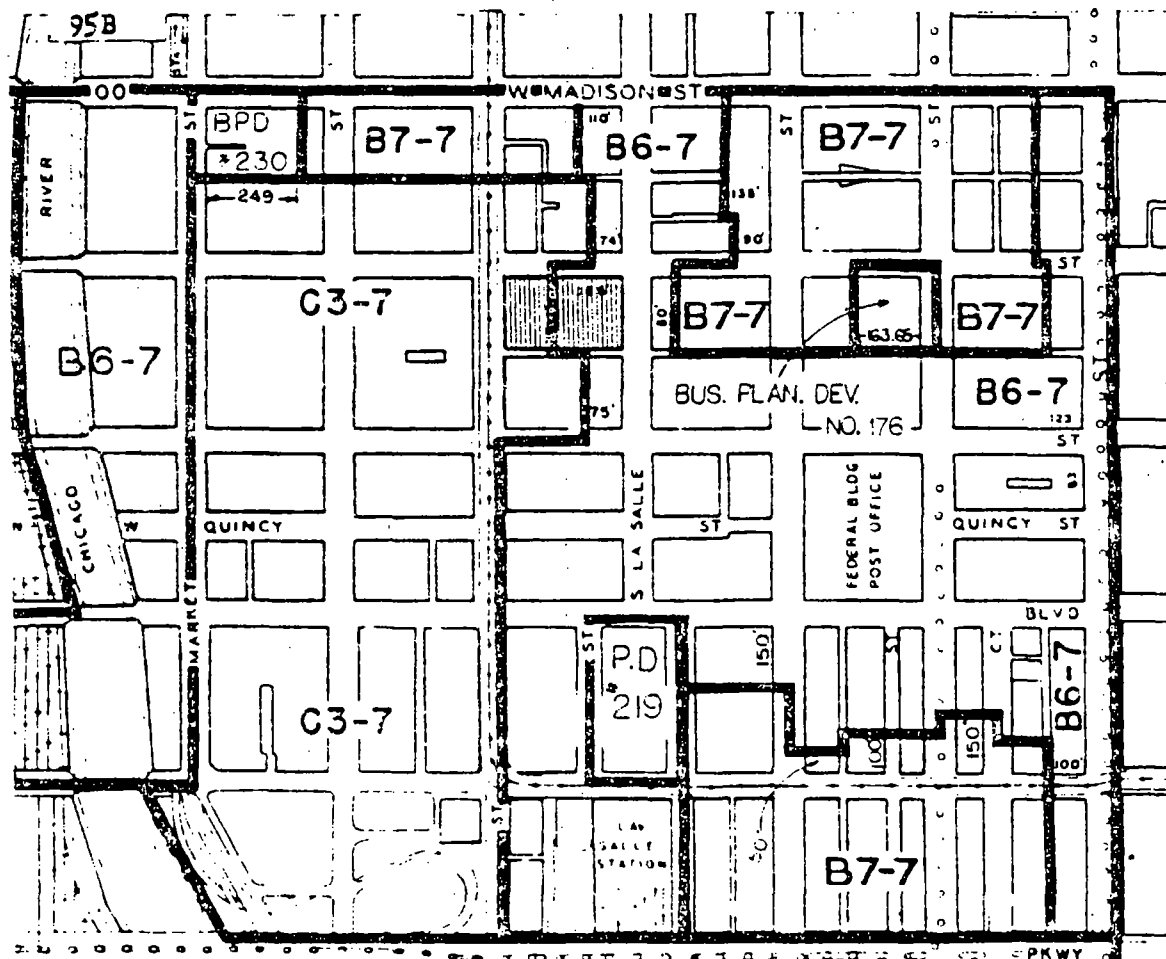


APPLICANT: THE LURIE COMPANY

DATE: OCTOBER 19 1981

BUSINESS PLANNED DEVELOPMENT

EXISTING ZONING

**LEGEND:**

ZONING DISTRICT BOUNDARY
PLANNED DEVELOPMENT

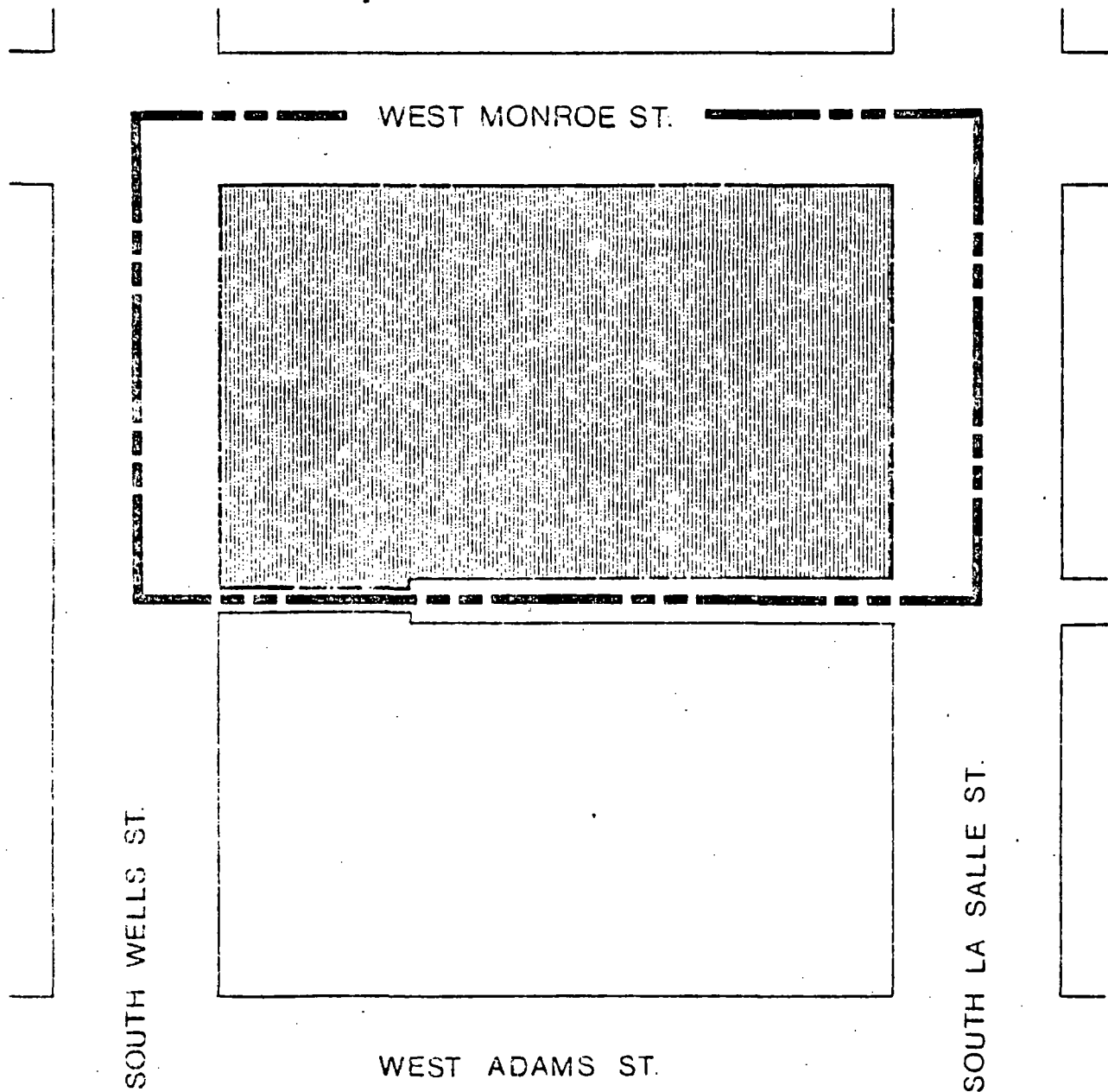
NORTH

APPLICANT: THE LURIE COMPANY

DATE: OCTOBER 19 1981

BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



LEGEND:

-  PLANNED DEVELOPMENT BOUNDARY
-  PROPERTY LINE
-  GENERAL BUSINESS USES

NORTH



APPLICANT: THE LURIE COMPANY

DATE: OCTOBER 19 1981

BUSINESS PLANNED DEVELOPMENT NO.
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Uses	Maximum Floor Area Ratio	Maximum Percentage of Land Coverage
Square Feet	Acres			
61,652	1.415	Office, Business, Mercantile, Assem- bly, securities and commodities exchange trading floors and Related Uses	24.00	100.00

Gross Site Area: - Net Site	61,652	(1.415 acres)
Public Rights-of-Way	<u>32,030</u>	(<u>.735</u>)
Total	<u><u>93,682</u></u>	<u><u>(2.151)</u></u>

Minimum Number of Off-Street Parking Spaces = 0

Minimum Number of Off-Street Loading Spaces = 6

Maximum F.A.R. = 24.00

Maximum Percentage of Land Coverage = 100%

Minimum Periphery Setbacks = 0

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

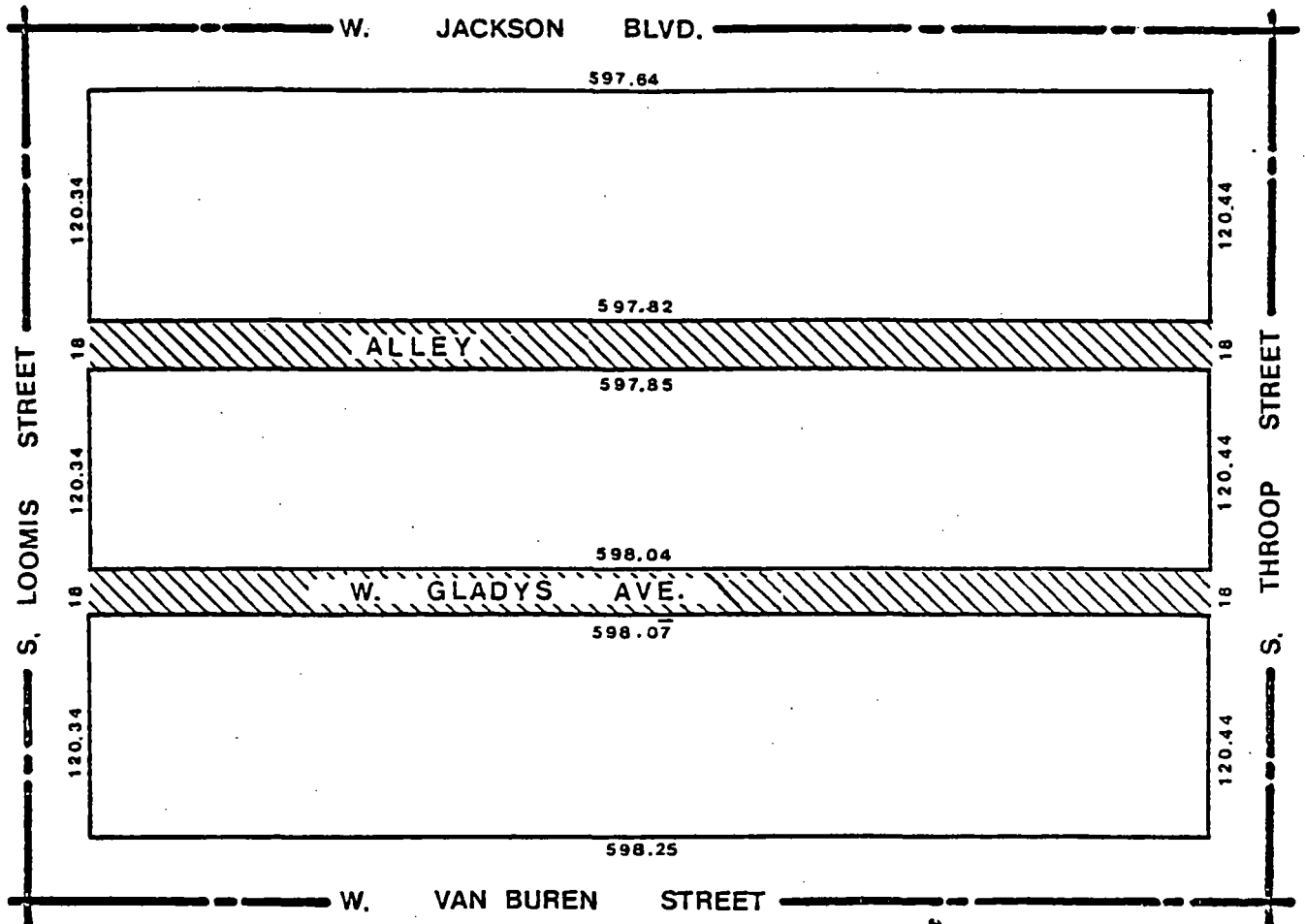
1. The area delineated hereon as "Residential Planned Development" is owned or controlled by the Department of Urban Renewal of the City of Chicago.
2. All applicable officials reviews, approvals or permits are required to be obtained by the Department of Urban Renewal and the Department of Planning or its successors upon conveyance of Central West Disposition Parcel R-6.
3. Use of land will consist of housing for the elderly and families in four (4) two to three story buildings and one (1) seven story building, off-street parking and loading and related recreational uses.
4. Off-street parking and loading facilities will provided in compliance with this plan of Development and the Central West Redevelopment Plan; one (1) space for each family dwelling unit and one (1) space for every two (2) elderly dwelling units.
5. Any dedication or vacation of streets and alleys or adjustment of right-of-way or consolidation or re-subdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval by the City Council.
6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification signs may be permitted within the area delineated as Residential Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
8. The following information sets forth data concerning a generalized land use plan illustrating development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: The Department of Urban Renewal

DATE: November 23, 1981

RESIDENTIAL PLANNED DEVELOPMENT

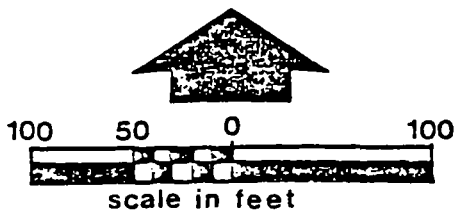
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



Applicant: DEPARTMENT OF URBAN RENEWAL

Date: November 23, 1981

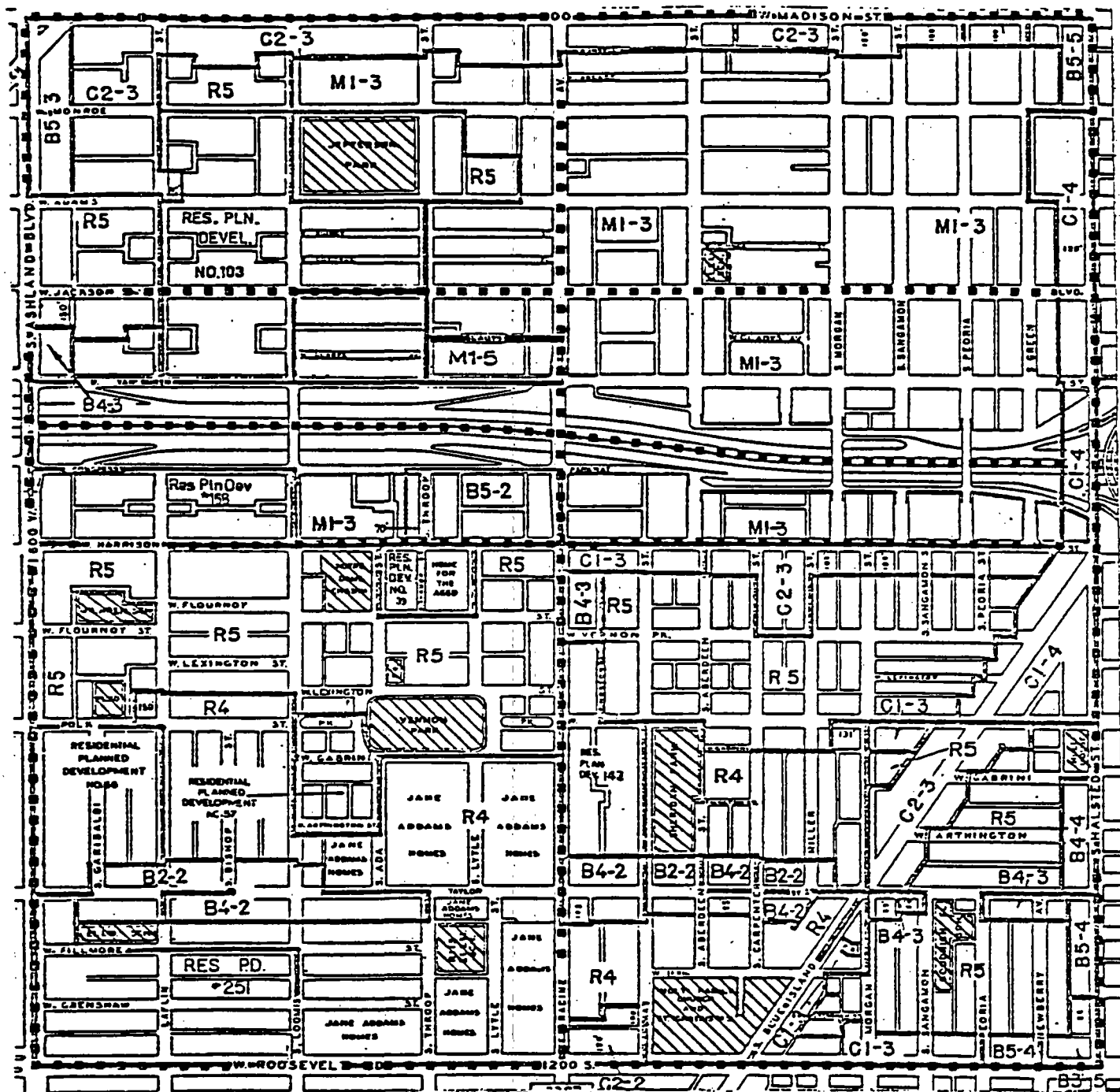
LEGEND



-  Planned Development Boundary
-  Street and Alley To Be Vacated

RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET MAP

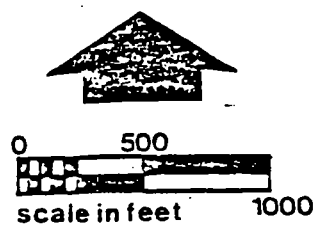


Applicant: DEPARTMENT OF URBAN RENEWAL

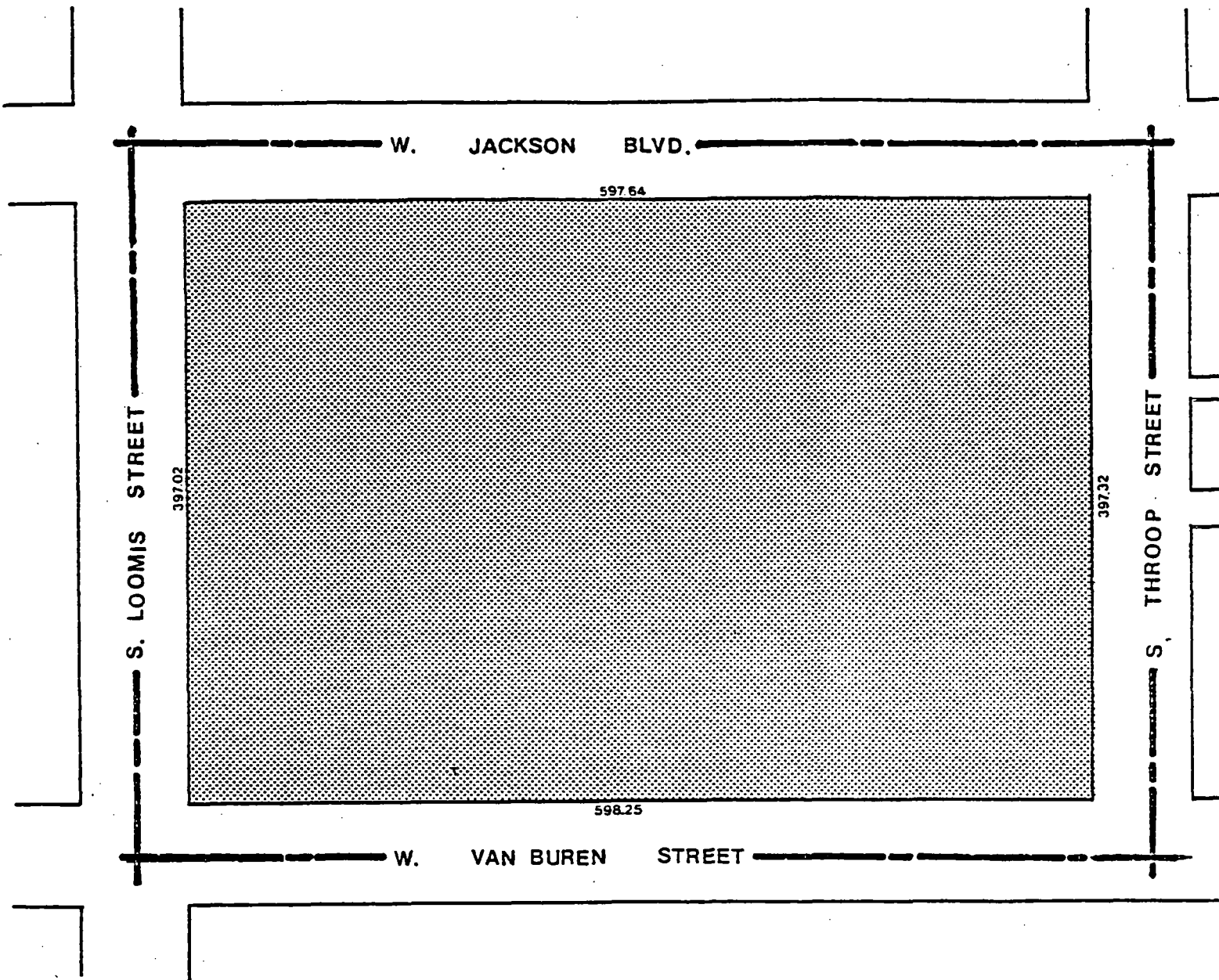
Date: November 23, 1981

LEGEND

-  Proposed Planned Development
-  Zoning District Boundaries
-  Public & Quasi-Public Facilities
-  Preferential Streets



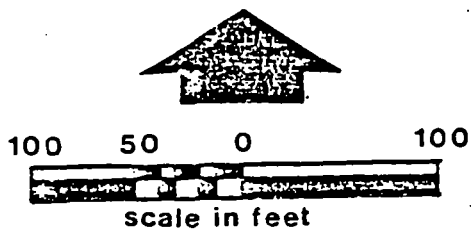
RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



Applicant: DEPARTMENT OF URBAN RENEWAL

Date: November 23, 1981

LEGEND



- Planned Development Boundary
- Residential

RESIDENTIAL PLANNED DEVELOPMENT
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Land Use	No. of D.U'S	Overall F. A. R.	Overall Percentage Of Land Coverage
Total Site Area-Residential		Walk-up apartments and town-houses for families and handicapped persons with related residential and recreational uses, and off-street parking.	100	1.0	30%
Square Feet Acres					
237,485.81	5.45		Elderly units-elevator structure with related residential uses, and recreational uses, and off-street parking and loading.	100	
		TOTAL	200		

Gross Site Area: Net site area 237,485.81 sq. ft. + areas of public right-of-way 70,274.5 = 307,760.31 sq. ft. or 7.07 AC.

Maximum Dwelling Units:	Family Dwelling Units	100
	Elderly Dwelling Units	100
	TOTAL	200

Maximum permitted F.A.R. for total site: 1.0

Minimum periphery set backs:	North	20'
	West	20'
	South	25'
	East	25'

Set backs may be adjusted when necessary because of technical reasons, subject to the approval of the Department of Planning.

Minimum Number of Parking Spaces:	Family Housing	100 spaces
	Elderly Housing	50 "
	TOTAL	150

Minimum Number of Loading Docks:	Family Housing	0
	Elderly Housing	1
	TOTAL	1

Maximum percent of land covered: (for total net site area) 30%

APPLICANT: Department of Urban Renewal

DATE: November 23, 1981

(Continued from page 9820)

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

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 10-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence and C2-2 Restricted Commercial Districts symbols and indications as shown on Map No. 10-D in the area bounded by

a line 231.58 feet north of and parallel to E. 47th Street; a line 230.00 feet east of and parallel to S. Drexel Boulevard; a line 201.20 feet north of and parallel to E. 47th Street; a line 315 feet east of and parallel to S. Drexel Boulevard; a line 108.0 feet north of and parallel to E. 47th Street; a line 100 feet west of and parallel to S. Ellis Avenue; E. 47th Street; a line 131.54 feet north of and parallel to E. 47th Street; and S. Drexel Boulevard,

to those of a Residential Plan Development District, and corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 9832 thru 9836 of this Journal]

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

Reclassification of Area Shown on Map No. 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service Districts symbols and indications as shown on Map No. 11-H in the area bounded by

the alley next north of and parallel to W. Montrose Avenue; N. Ashland Avenue; a line 43 feet south of W. Montrose Avenue; and N. Paulina Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-H in the area bounded by

(Continued on page 9837)

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

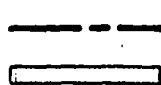
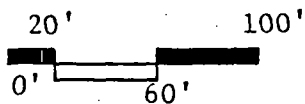
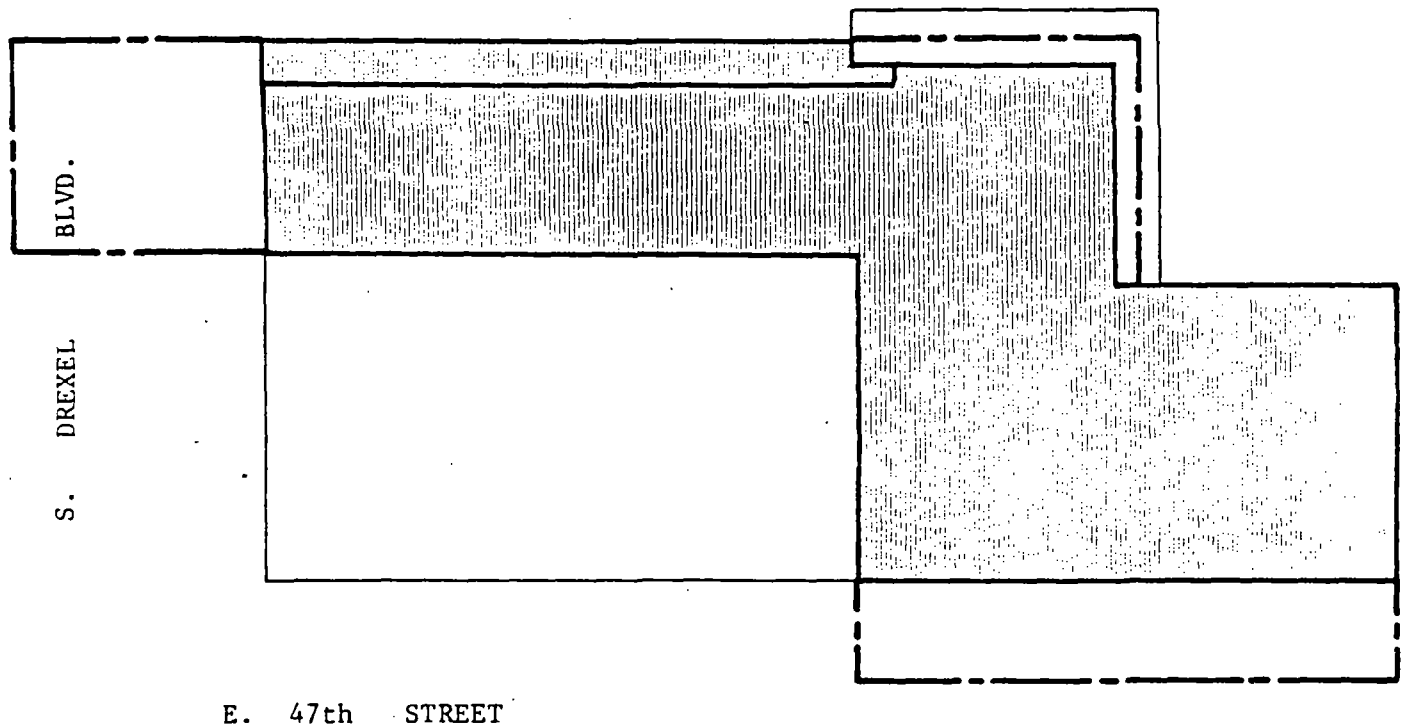
1. The area delineated herein as "Residential Planned Development" is owned or controlled by a contract of sale to the Alpha Phi Alpha Building Foundation, Inc.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication of, or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of the Alpha Phi Alpha Building Foundation, Inc. or its successor and approved by the Chicago City Council.
4. All applicable official review, approvals or permits are required to be obtained by the Alpha Phi Alpha Building Foundation, Inc. or its successor upon conveyance.
5. Service drives or any other ingress or egress lanes, not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of high rise housing for the elderly, off-street parking and related accessory uses.
7. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Planning.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Commissioner of Planning.

APPLICANT: Alpha Phi Alpha Building Foundation, Inc.

DATE:

RESIDENTIAL PLANNED DEVELOPMENT

Generalized Land Use Plan



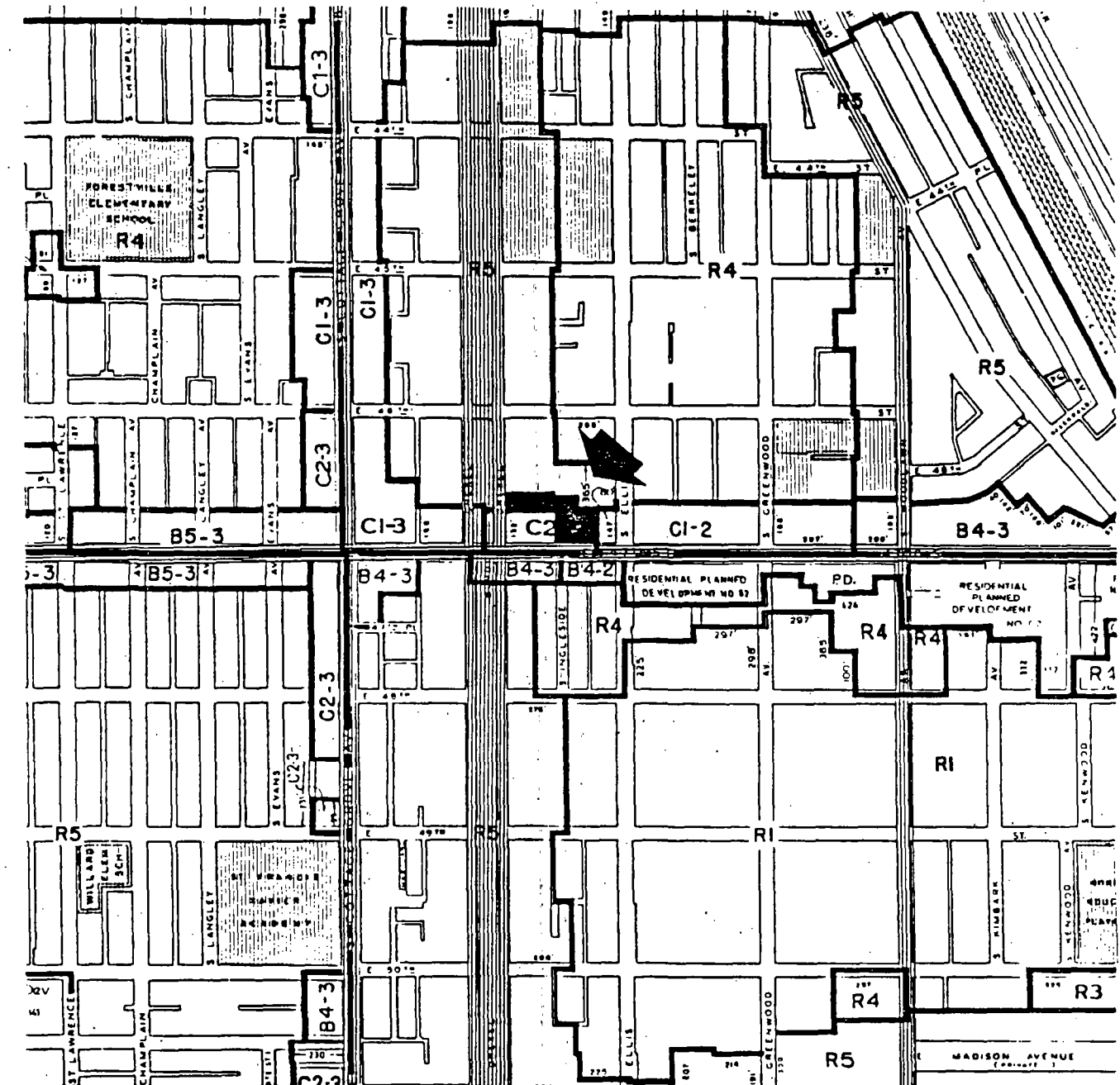
Planned Development Boundary

High rise housing for the elderly,
offstreet parking and related
accessory uses

APPLICANT: ALPHA PHI ALPHA BUILDING FOUNDATION, INC.

DATE:

EXISTING ZONING AND PREFERENTIAL STREET MAP



Proposed Residential Planned Development

Zoning District Boundaries

Preferential Streets

Educational Facilities

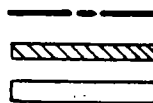
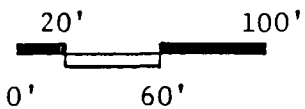
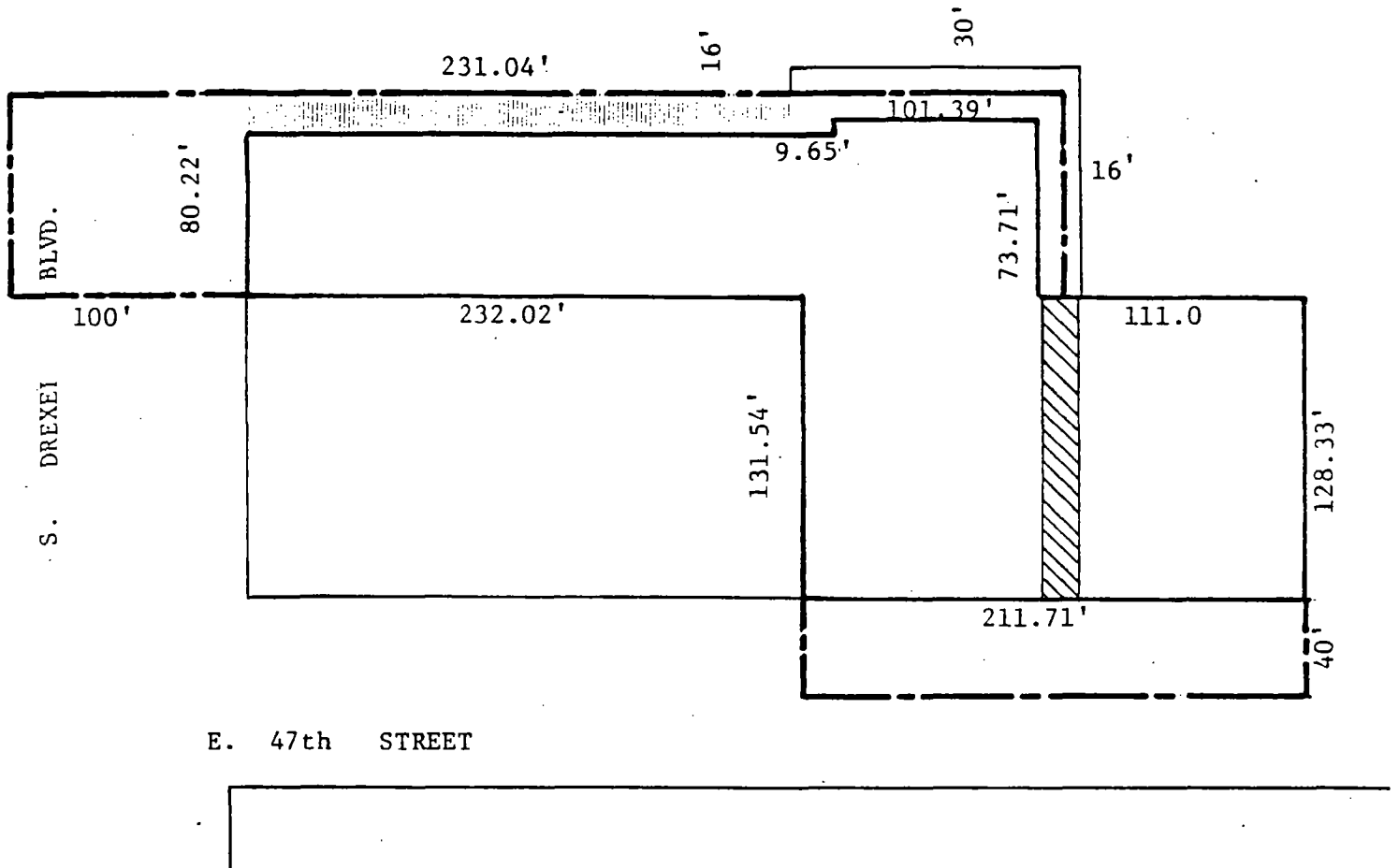
250' 750'
0' 500' 1000'



APPLICANT: ALPHA PHI ALPHA BUILDING FOUNDATION, INC.

DATE:

RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY LINE MAP AND
RIGHT-OF-WAY ADJUSTMENTS

Planned Development Boundary

Alley to be Abandoned

Alley to be Dedicated

APPLICANT: ALPHA PHI ALPHA BUILDING FOUNDATION, INC.

DATE:

RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATANET SITE AREAGENERAL DESCRIPTION

<u>SQ. FT.</u>	<u>ACRES</u>	<u>OF LAND USE</u>	<u>DU.'S</u>	<u>F.A.R.</u>	<u>% OF LAND COV.</u>
49,466	1.136	High-rise Apt. Bldg. (housing for elderly persons), off street parking and related accessory uses	149	2.8	18%

GROSS SITE AREA - NET SITE AREA 49,466 SQ. FT. (INCLUDING VACATED R.O.W.), +
AREA OF ADJ. PUBLIC STREETS AND ALLEYS, 22,538 SQ. FT.
.517 ACRES) = 72,004 SQ. FT. (1.65 ACRES)

MAXIMUM NUMBER OF DU.'S - 149

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA - 2.8

MINIMUM NUMBER OF PARKING SPACES - 60

MINIMUM NUMBER OF LOADING BERTH - 1

MINIMUM PERIPHERY SETBACKS - SOUTH	<u>12</u> FT.
EAST	<u>40</u> FT.
NORTH	<u>15</u> FT.
WEST	<u>62</u> FT.

APPLICANT: ALPHA PHI ALPHA BUILDING FOUNDATION, INC.

DATE:

(Continued from page 9831)

a line 92 feet north of W. Montrose Avenue; N. Damen Avenue; a line 65 feet north of W. Montrose Avenue; the alley next east of and parallel to N. Damen Avenue; a line 120 feet south of W. Montrose Avenue; N. Damen Avenue; W. Montrose Avenue; and the alley next west of and parallel to N. Damen Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 11-H in the area bounded by

a line 92 feet north of W. Montrose Avenue; N. Honore Street; a line 204 feet south of W. Montrose Avenue; a line 73 feet west of N. Honore Street; a line 68 feet south of W. Montrose Avenue; and N. Wolcott Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-H in the area bounded by

W. Montrose Avenue; N. Hermitage Avenue; a line 43 feet south of W. Montrose Avenue; and the alley next west of and parallel to N. Hermitage Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing and M2-2 General Manufacturing Districts symbols and indications as shown on Map No. 13-H in the area bounded by

W. Bryn Mawr Avenue; N. Wolcott Avenue; a line 544 feet south of W. Bryn Mawr Avenue; the west line of the right of way of the Chicago and Northwestern Railway Company; a line 351.52 feet west of N. Wolcott Avenue; a line from a point 675.33 feet north of W. Balmoral Avenue and 351 feet west of N. Wolcott Avenue to be connected by a 128.52 foot arc, with a chord of 127.94 feet; to a point 452.68 feet north of W. Balmoral Avenue and 322.51 feet west of N. Wolcott Avenue; a line 452.68 feet north of W. Balmoral Avenue; N. Wolcott Avenue; W. Balmoral Avenue; a line 468.89 feet west of N. Wolcott Avenue; a line 200.16 feet north of W. Balmoral Avenue; N. Damen Avenue; a line 412.64 feet north of W. Balmoral; a line from a point 412.64 feet north of W. Balmoral Avenue and 311.81 feet east of N. Damen Avenue to be connected by a 152.45 foot arc, with a chord of 151.01 feet, to a point 551.64 feet north of W. Balmoral Avenue and 253 feet east of N. Damen Avenue; a line 551.64 feet north of W. Balmoral Avenue; and N. Damen Avenue,

to the designation of an Industrial Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 9839 thru 9846 of this Journal]

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

Reclassification of Area Shown on Map Nos. 14-F and 16-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence and B4-2 Restricted Service Districts symbols and indications as shown on Map Nos. 14-F and 16-F in the area bounded by

W. Englewood Avenue; a line 65.6 feet east of the east right of way line of the Chicago and Western Indiana Rail Road; the alley next north of and parallel to W. 63rd Street or the line thereof if extended where no alley exists; S. Stewart Avenue; the north line of the right of way of the Chicago Transit Authority; the alley next west of and parallel to S. Parnell Avenue; W. 63rd Street; and the east line of the right of way of the Chicago and Western Indiana Rail Road,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 9847 thru 9851 of this Journal]

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

Reclassification of Area Shown on Map No. 14-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 and B4-2 Restricted Service District symbols and indications as shown on Map No. 14-K in the area bounded by

W. 60th Street; the alley next east of and parallel to S. Cicero Avenue; the alley next north of and parallel to W. 63rd Street; S. Knox Avenue; W. 63rd Street; and S. Cicero Avenue,

(Continued on page 9852)



PLAN OF DEVELOPMENT

INDUSTRIAL PLANNED DEVELOPMENT #125 AMENDED

STATEMENT

1. The Area delineated hereon as an "Industrial Planned Development" is owned by Tempel Steel Company.
2. Off-street parking and loading facilities are provided in compliance with the Plan of Development as authorized by the M1-1 and M2-2 General and Restricted Manufacturing Districts of the Chicago Zoning Ordinance.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Tempel Steel Company and approval by the City Council.
4. All applicable reviews, approvals, or permits are required to be obtained by the Tempel Steel Company.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking permitted within such paved areas.



PLAN OF DEVELOPMENT

INDUSTRIAL PLANNED DEVELOPMENT #125 AMENDED

STATEMENT (continued)

6. Use of land is divided into sub-area A & B. Sub-area A consists of General Manufacturing and related uses and sub-area B consists of Restricted Manufacturing and related uses as authorized by the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to the Industrial Planned Development #125 as amended and with Regulations hereby made applicable thereto.
8. Business and business identification signs are permitted within the area delineated herein as Industrial Planned Development, subject to the review and approval of the Department of Buildings and Department of Planning.
9. The development of the area delineated herein as Industrial Planned Development is restricted to a maximum total net site coverage of 60% exclusive of parking and parking structures at grade level.



PLAN OF DEVELOPMENT

INDUSTRIAL PLANNED DEVELOPMENT #125 AMENDED

STATEMENT (continued)

10. The Plan of Development hereby attached is subject to "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Department of Planning.

APPLICANT: TEMPEL STEEL COMPANY
5990 West Touhy Avenue
Niles, Illinois 60648

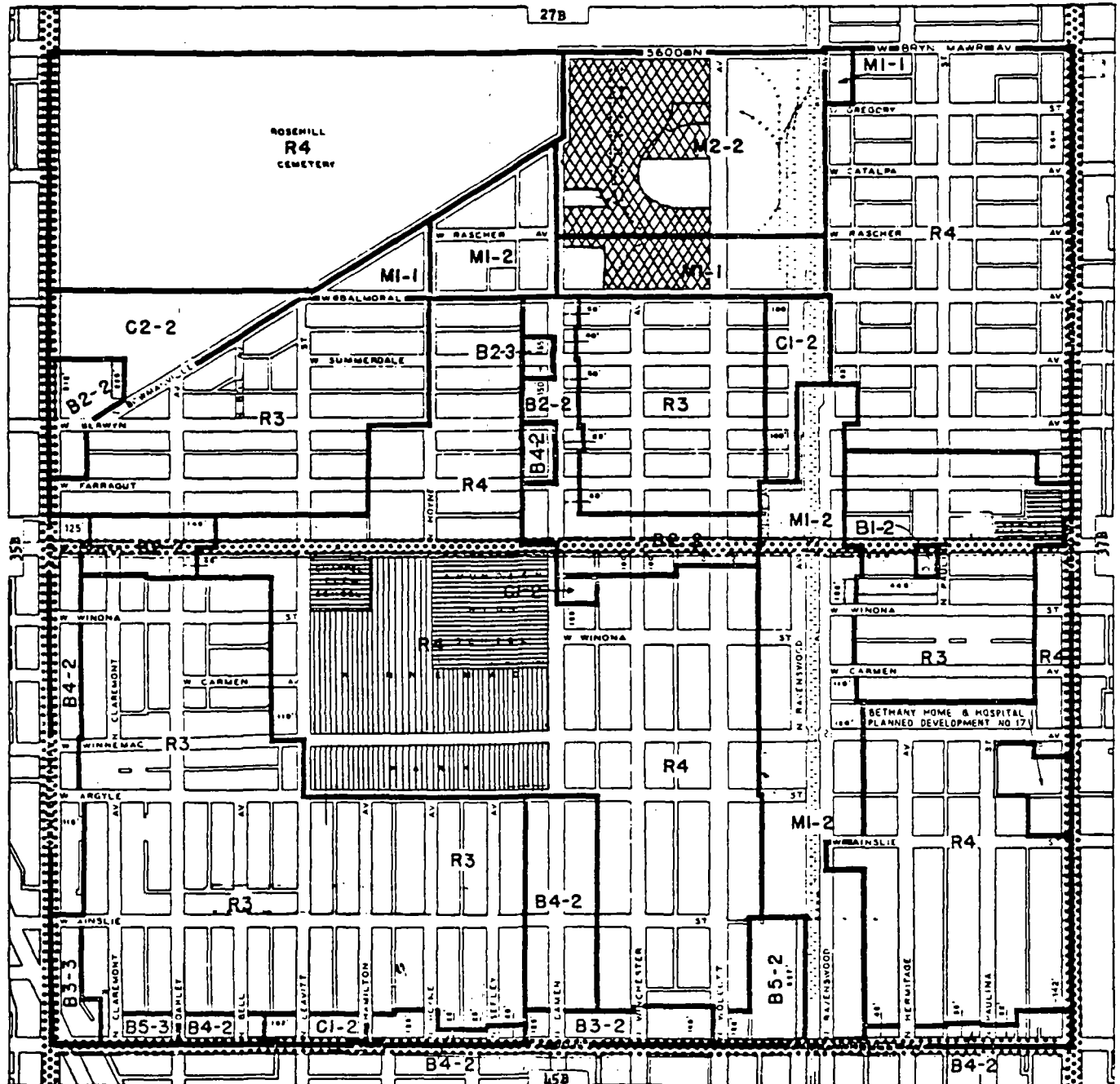
DATE: July 13, 1981

ZONING AND PREFERENTIAL STREET MAP INDUSTRIAL PLANNED DEVELOPMENT NO. 125 AMENDED

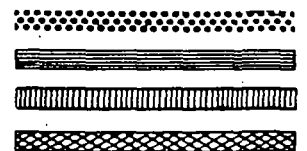
CHICAGO ZONING ORDINANCE

SEC. 7 T. 40N. R. 14E.

MAP 13-H



PREFERENTIAL STREETS
PUBLIC SCHOOLS
PARKS
PLANNED DEVELOPMENT

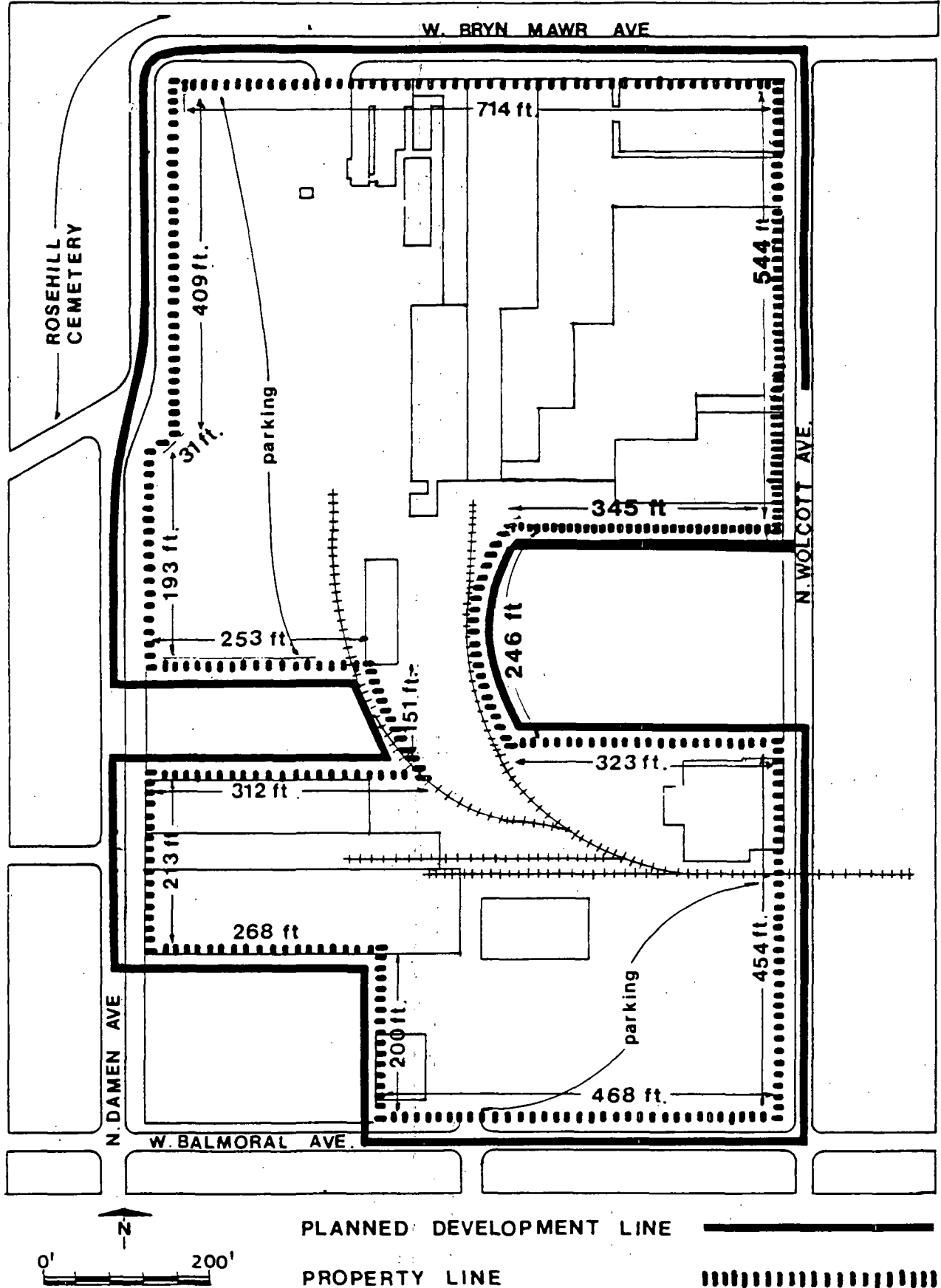


APPLICANT: TEMPEL STEEL CO.

DATE: JULY 14, 1981

FIGURE - 1

PROPERTY AND
INDUSTRIAL PLANNED DEVELOPMENT NO. 125 AMENDED



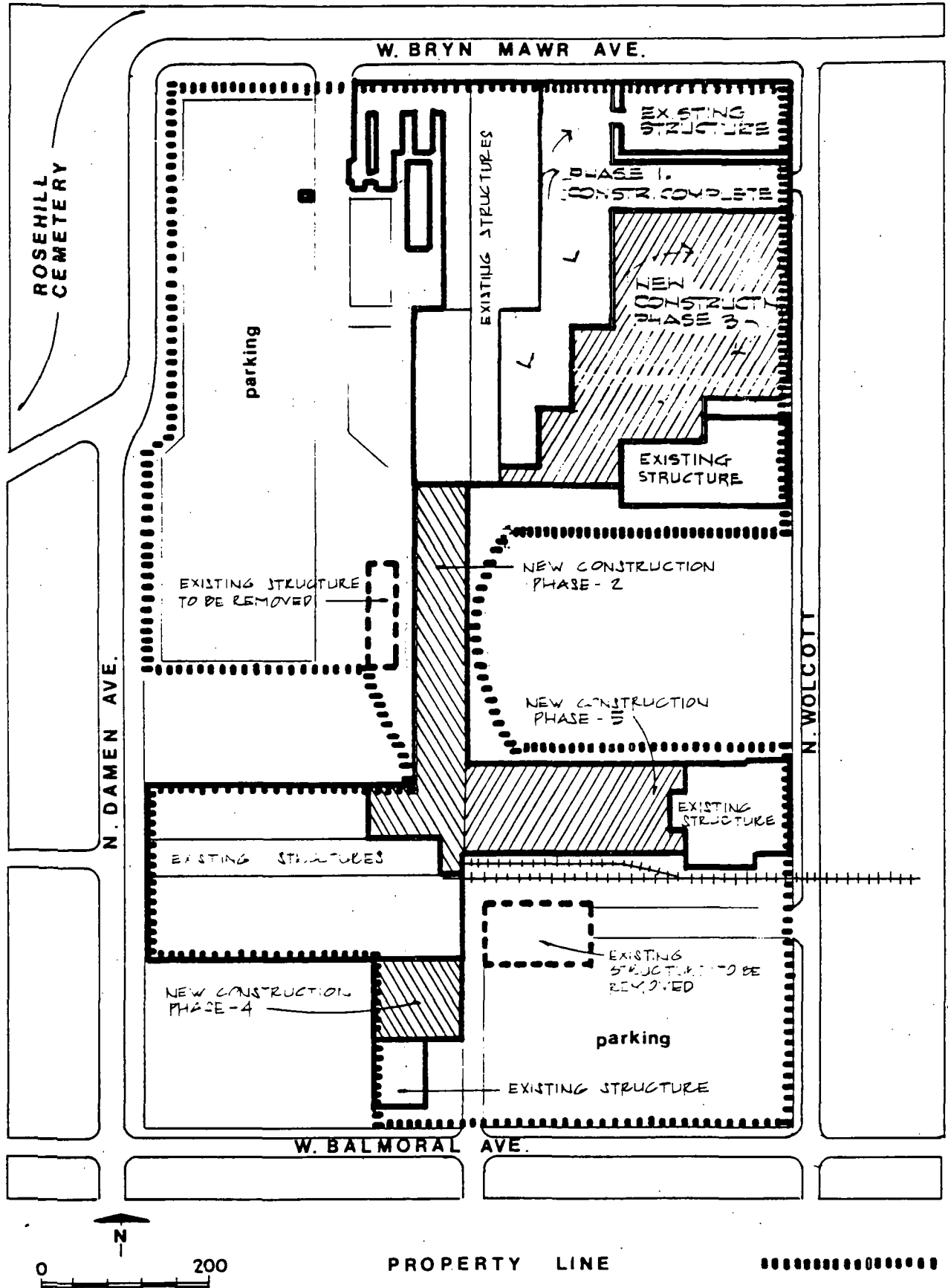
APPLICANT: TEMPEL STEEL CO.

DATE: JULY 14, 1981

FIGURE - 2

PROPOSED SITE PLAN
INDUSTRIAL PLANNED DEVELOPMENT

NO. 125 AMENDED

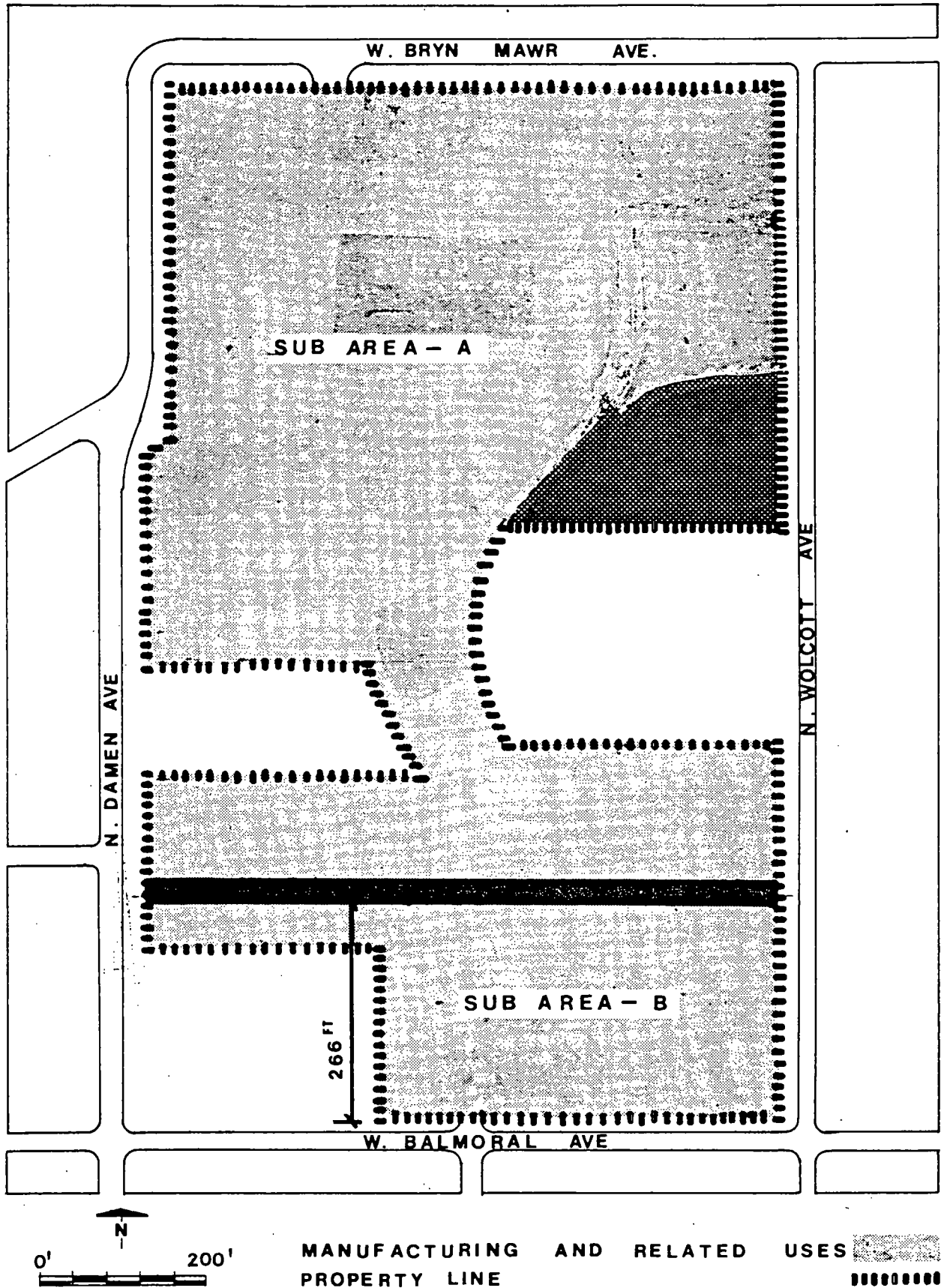


APPLICANT: TEMPEL STEEL CO.

DATE: JULY 14, 1981

FIGURE - 3

GENERALIZED LAND USE PLAN
INDUSTRIAL PLANNED DEVELOPMENT NO. 125 AMENDED



APPLICANT: TEMPEL STEEL CO.

DATE: JULY 14, 1981

FIGURE - 4

PLANNED DEVELOPMENT USE AND BULK REGULATIONSINDUSTRIAL PLANNED DEVELOPMENT #125 AMENDED

NET SITE AREA SQ. FT. ACRES	GENERAL DESCRIPTION OF LAND USE AND TYPE	MAX. F.A.R.	MAX. SITE COVERAGE OF EXISTING AND PROPOSED BUILDING
728,035 16.71		1.2	60%
Sub-Area A: 585,859 13.45	General Manufacturing		
Sub-Area B: 142,176 3.26	Restricted Manufacturing		

GROSS SITE AREA (19.35 Acres) = Net Site Area (16.71 Acres) + Area between center lines of adjacent streets and property line (2.64 Acres)

OFF-STREET PARKING SPACES
(Parking Subject to M1-1 Requirements) Estimated No. of Parking Spaces = 403

EMPLOYMENT Estimated No. of Employees = 350

LOADING AREA
(Loading Subject to M1-1 Requirements) = 13 off-street loading berths

PERIPHERAL SETBACKS:

North Damen Avenue	= 0 ft.
West Bryn Mawr Avenue	= 0 ft.
North Wolcott Avenue	= 0 ft.
West Balmoral Avenue	= 20 ft.

Setbacks and yard requirements may be adjusted where required to permit conformance to the architectural arrangement of said development, subject to the approval of the Department of Planning.

APPLICANT: TEMPEL STEEL COMPANY
5990 West Touhy Avenue
Niles, Illinois 60648

DATE: July 13, 1981

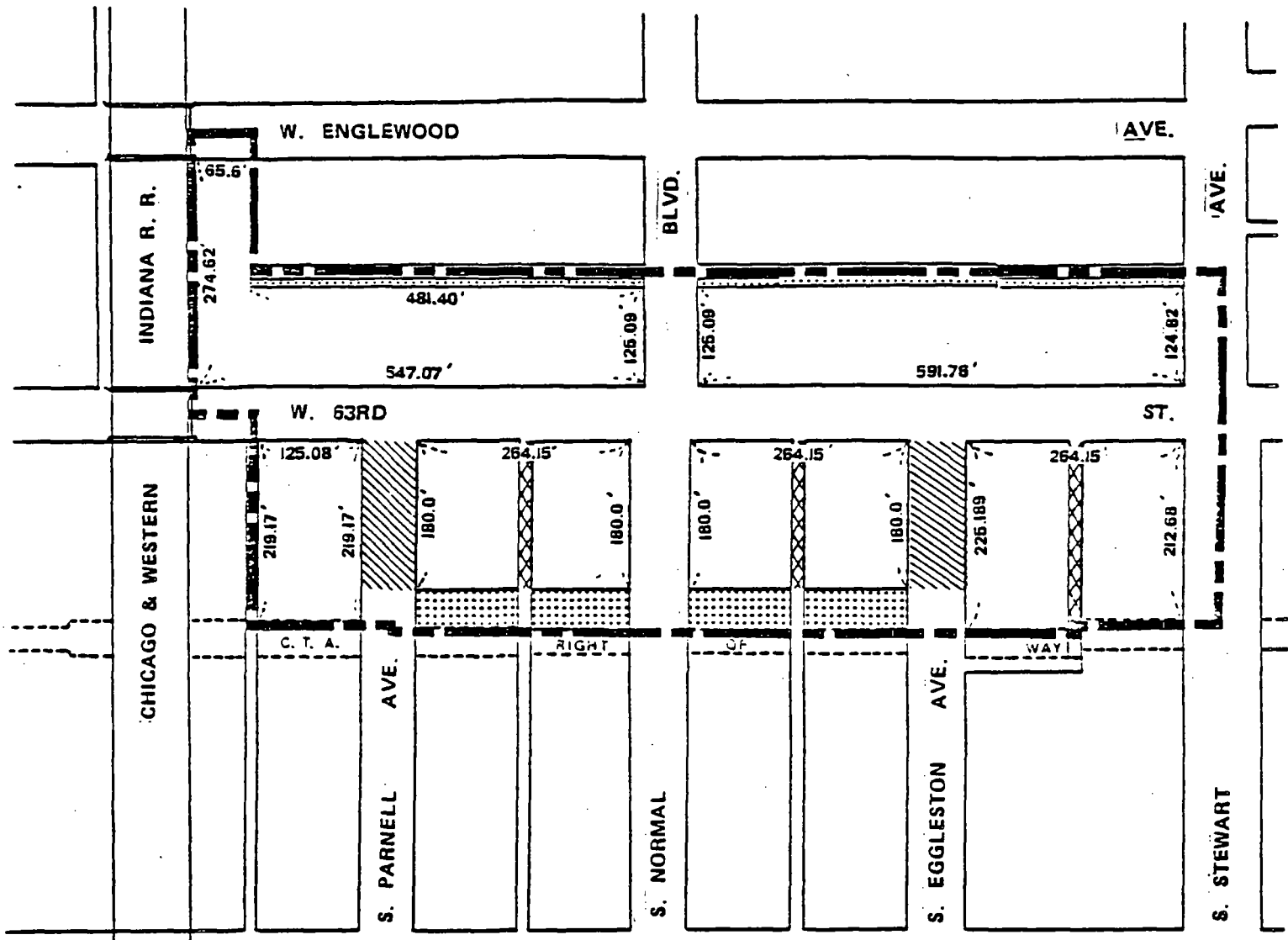
PLAN OF DEVELOPMENT
RESIDENTIAL PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated hereon as "Residential Planned Development" is owned or controlled by the Department of Urban Renewal, City of Chicago.
2. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successors upon conveyance of East Central Englewood Disposition Parcel #2.
3. Use of land will consist of housing for elderly in an elevator apartment structure, townhouses, private recreational uses, and off-street parking and loading.
4. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
5. Any dedication or vacation of streets and alleys or adjustment of right-of-way or consolidation or re-subdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors, and approval by the City Council.
6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide, ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification signs may be permitted within the area delineated as "Residential Planned Development," subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The following information sets forth data concerning a generalized land use plan illustration development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY LINE MAP AND RIGHT-OF-WAYS ADJUSTMENT



LEGEND

--- PLANNED DEVELOPMENT BOUNDARY

 PROPOSED TO BE CLOSED TO VEHICULAR TRAFFIC

 PROPOSED TO BE VACATED

 PROPOSED TO BE OPENED

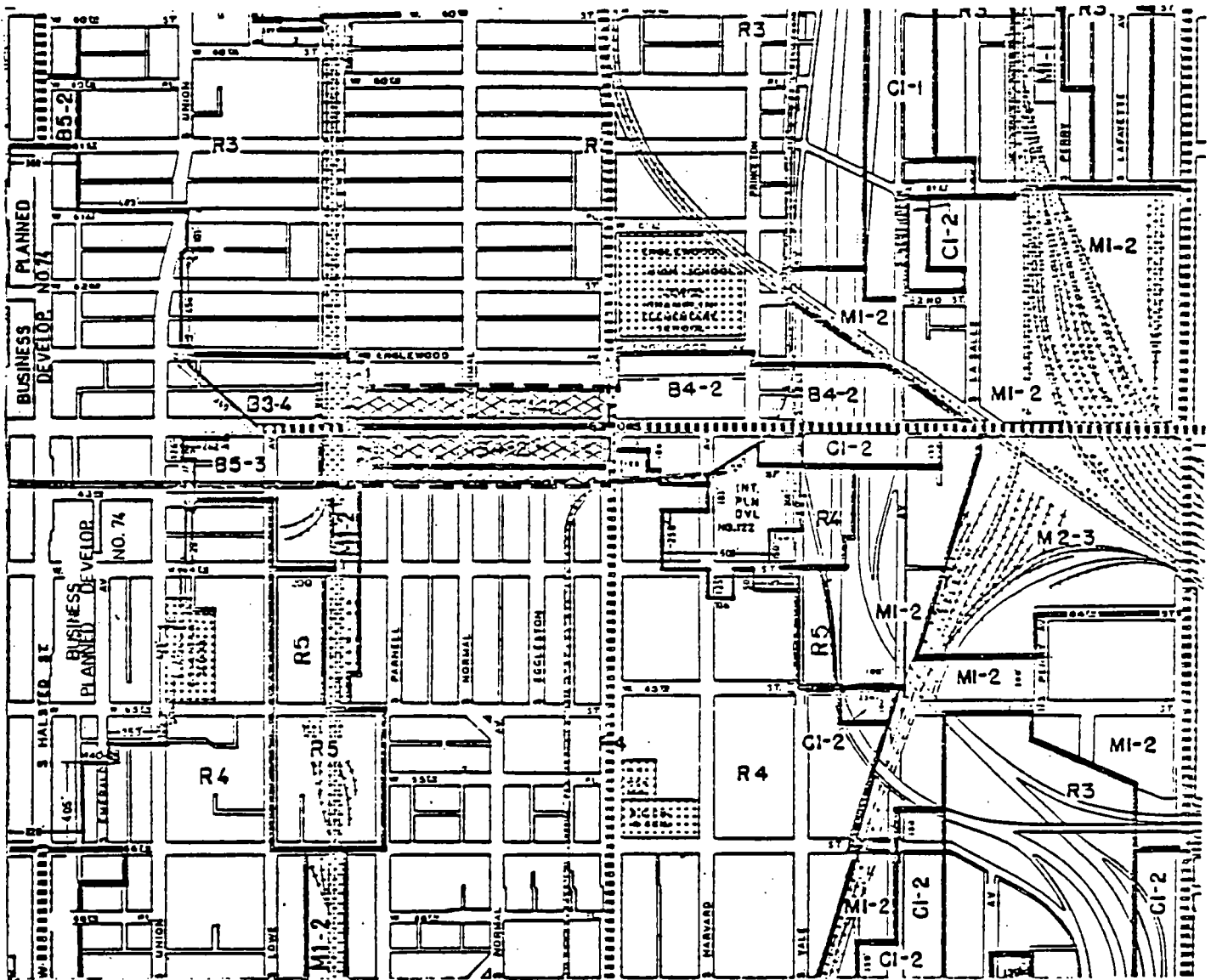


APPLICANT : DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO

DATE :

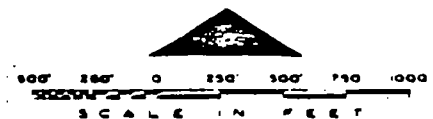
RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

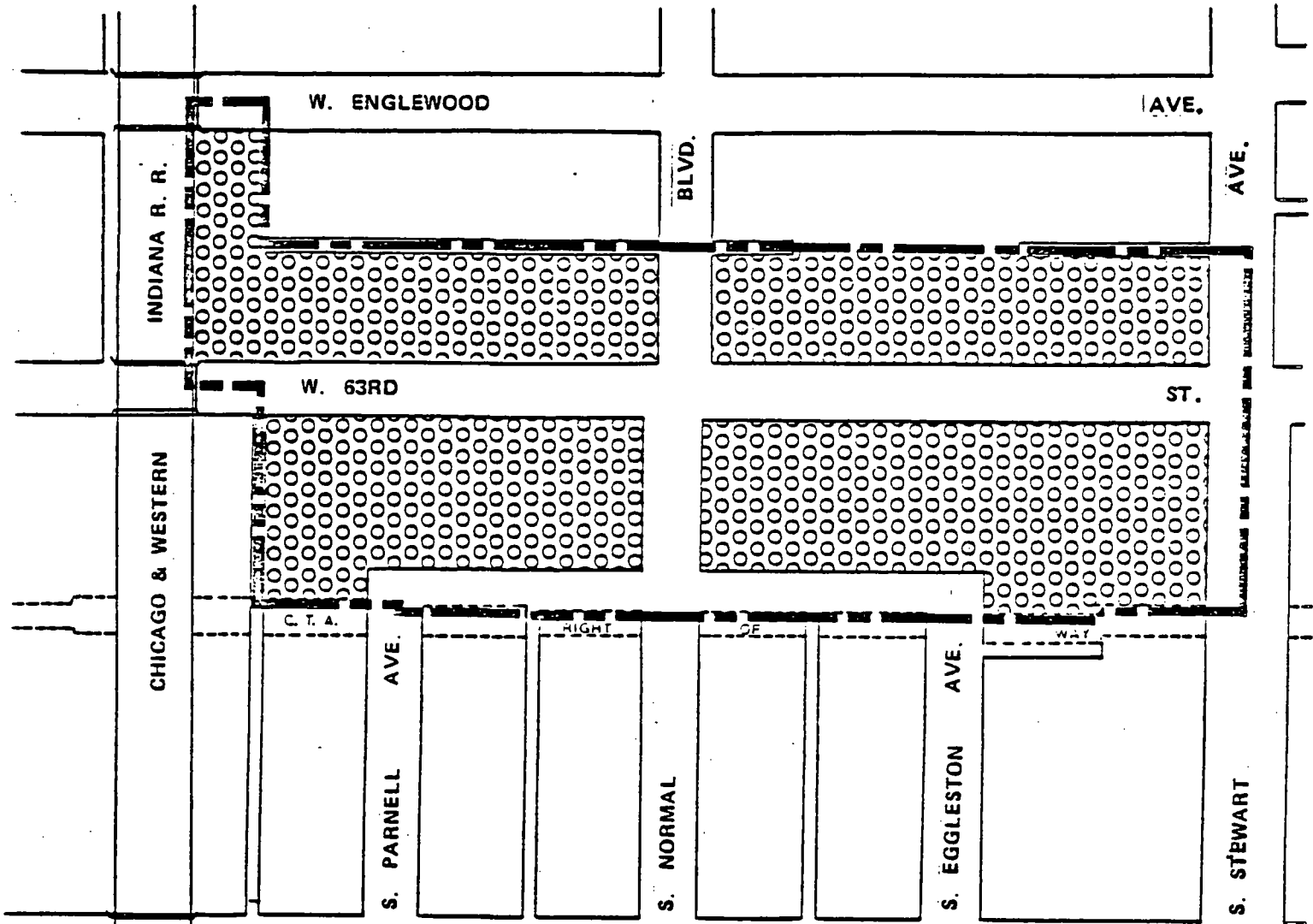
-  PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PUBLIC & QUASI-PUBLIC FACILITIES



APPLICANT : DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
 DATE :

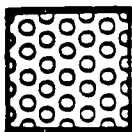
RESIDENTIAL PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



LEGEND

--- PLANNED DEVELOPMENT BOUNDARY



ELEVATOR, HOUSING FOR ELDERLY, TOWNHOUSES,
OFF - STREET PARKING, AND LOADING FACILITIES
WITH RELATED PRIVATE RECREATIONAL AREAS.



APPLICANT : DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO

DATE :

RESIDENTIAL PLANNED DEVELOPMENT
PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

NET SITE AREA		General Description of Land Use	Number of Dwelling Units	Maximum Floor Area Ratio	Maximum Percentage of Land Covered
Sq. Ft.	Acres				
335,738	7.70	Elevator housing for elderly and townhouse residential units, off-street parking and loading facilities and related private recreation areas.	196	0.60	22.0%

Gross Site Area = Net Site Area 335,738 sq. ft. +
Area of Public Streets and Alleys 180,277 sq. ft. = 516,015 sq. ft.

Maximum permitted F.A.R. for Total Net Site Area: 0.60

Maximum Number of Dwelling Units Per Acre of Total Net Site Area: 26

Minimum Number of Off-street Parking Spaces:	100% for Townhouses	120 spaces
	Elderly Housing	22 spaces
		<u>142 spaces</u>

Minimum Number of Off-street Loading Spaces: 1 space

Minimum Boundary Setbacks:

Northern boundary line of C.T.A. right-of-way - 50'
West 63rd Street - 20'
South Stewart Avenue - 20'-0"
South Normal Avenue - 20' - 0"
Boundary of Alleys - 5'

Maximum Percent of Land Covered: 22%

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

(Continued from page 9838)

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 16-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-E in the area bounded by

a line 100 feet south of and parallel to E. 63rd Street, S. Cottage Grove Avenue; a line 60 feet north of and parallel to E. 65th Street; and the alley next west of and parallel to S. Cottage Grove Avenue,

to those of a B5-3 General Service District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 16-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 122 and R4 General Residence District symbols and indications as shown on Map No. 16-F in the area bounded by

S. Harvard Avenue; the southeasterly right-of-way line of the C.T.A.; a line 187 feet west of S. Yale Avenue; a line 150 feet south of W. 63rd Street; S. Yale Avenue; a line 51 feet south of W. 64th Street; a line 187 feet west of S. Yale Avenue; W. 64th Street; a line 104 feet east of S. Harvard Avenue; a line 126 feet south of W. 64th Street; S. Harvard Avenue; W. 64th Street; a line 263 feet west of S. Harvard Avenue; and a line 250 feet north of W. 64th Street,

to the designation of Institutional Planned Development No. 122, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 9853 thru 9857 of this Journal]

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

—
Reclassification of Area Shown on Map No. 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 17-H in the area bounded by

(Continued on page 9858)

PLANNED DEVELOPMENTINSTITUTIONAL PLANNED DEVELOPMENT NO. 122, AS AMENDED,STATEMENTS

1. The area delineated hereon as an "Institutional Planned Development" is owned or controlled by St. Bernard Hospital, an Illinois-not-for-profit Corporation.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant: St. Bernard Hospital
4. All applicable reviews, approvals, licenses or permits are required to be obtained by the applicant: St. Bernard Hospital.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of hospital; convent; research and medical facilities and related uses; and parking as authorized by the Chicago Zoning Ordinance.

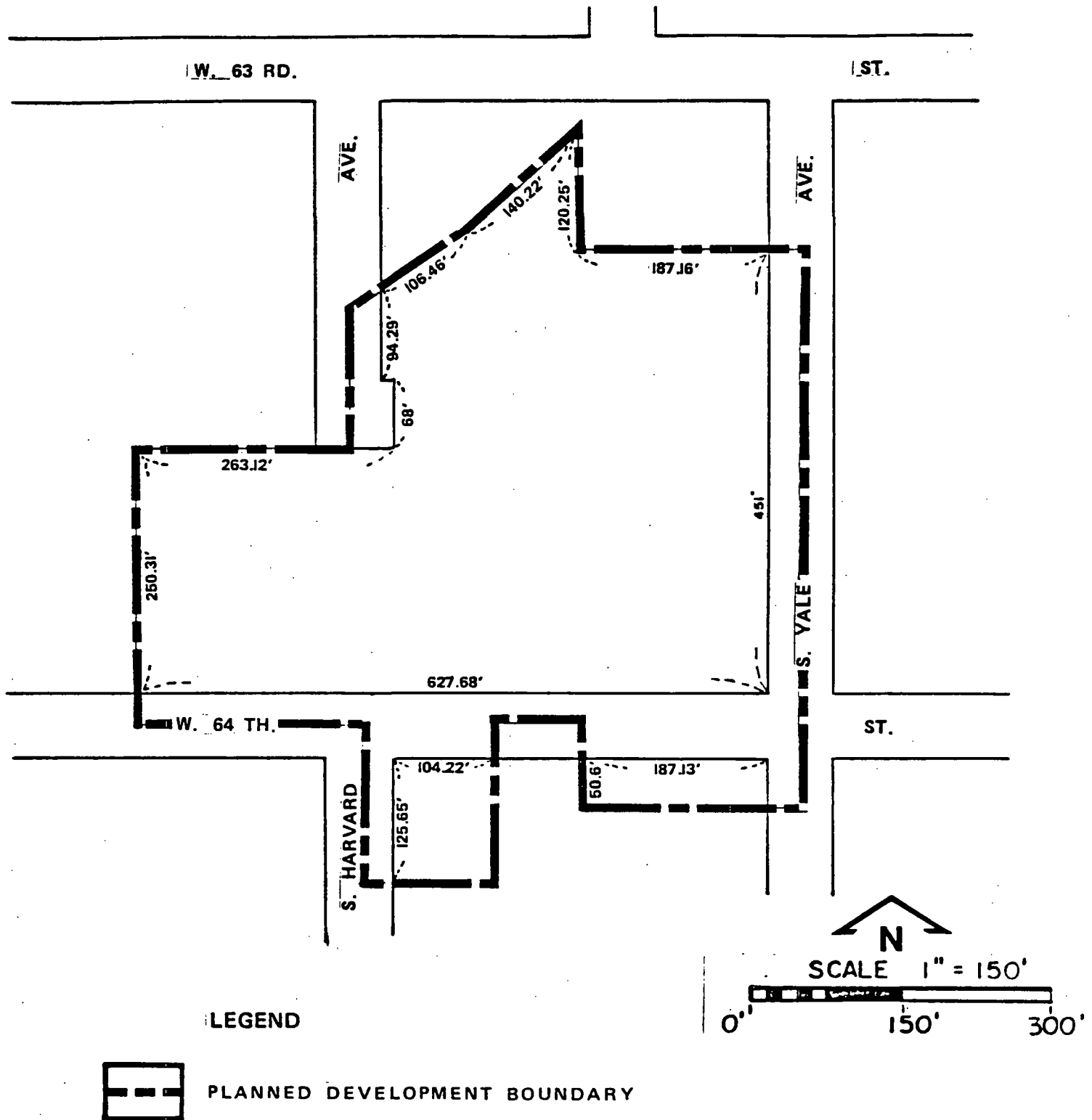
Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.
7. Identification and other necessary signs may be permitted, subject to review of and approval by the Department of Planning and the Department of Buildings.
8. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance with regulations hereby made applicable thereto.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: ST. BERNARD HOSPITAL

DATE: October 22, 1981

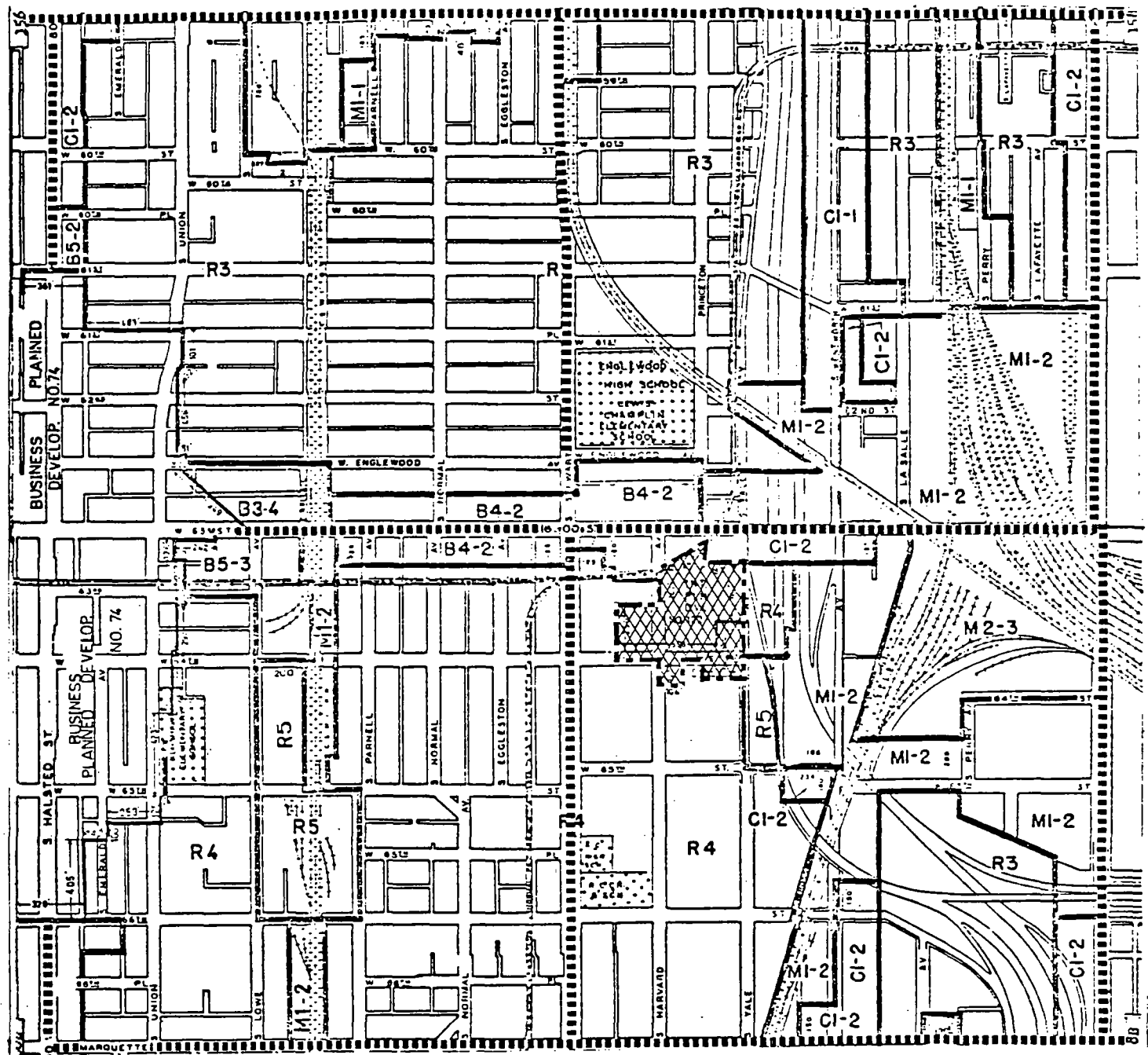
INSTITUTIONAL PLANNED DEVELOPMENT No. 122, AS AMENDED

PROPERTY LINE MAP AND RIGHT-OF-WAYS ADJUSTMENT



INSTITUTIONAL PLANNED DEVELOPMENT No. 122, AS AMENDED

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



INSTITUTIONAL PLANNED DEVELOPMENT BOUNDARIES



ZONING DISTRICT BOUNDARIES



PREFERENTIAL STREET SYSTEM

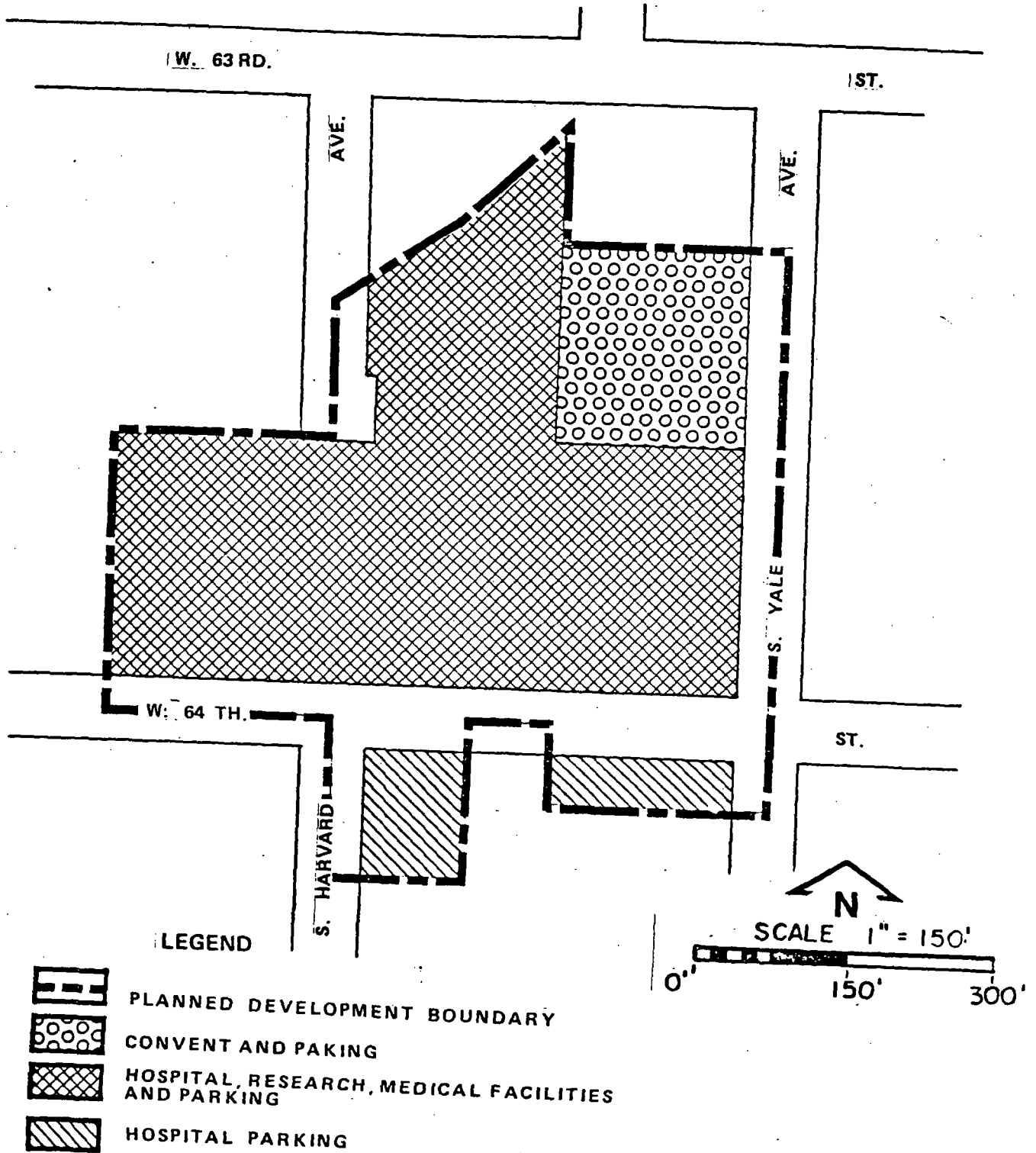


PUBLIC & QUASI-PUBLIC FACILITIES



APPLICANT : ST. BERNARD HOSPITAL
DATE : OCTOBER 22, 1981

INSTITUTIONAL PLANNED DEVELOPMENT No. 122, AS AMENDED GENERALIZED LAND USE PLAN



APPLICANT: ST. BERNARD HOSPITAL
DATE: OCTOBER 22, 1981

PLANNED DEVELOPMENT USE AND BULK REGULATIONS

INSTITUTIONAL PLANNED DEVELOPMENT NO. 122, AS AMENDED,

Net Site Area		General Description of Land Use and Type	Max. F.A.R.	Max. % of Land Covered
Square Feet	Acres			
260,258	5.97	Medical and Related Uses Laboratories (Clinical & Research)	1.2	40%

THE ABOVE NOTED REGULATIONS RELATED TO THE ULTIMATE DEVELOPMENT WITHIN THE PLANNED DEVELOPMENT AREA. INTERIM STAGES OF DEVELOPMENT MAY EXCEED THESE PERMITTED STANDARDS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF DEVELOPMENT & PLANNING.

Gross Site Area = Net Site Area 5.97 Acres) plus Area of Right-of-Way of Public Steets and Alleys, (1.27 Acres) = 7.24 Acres

Maximum permitted F.A.R. for Total Net Site Area = 1.2

Population:

A. Medical and Related Uses

1. Number of Hospital Beds	253
2. Number of Attending Doctors	40
3. Number of Employees (Maximum in one shift)	240

Minimum number of off-street parking spaces: 204

Number of off-street loading berths to be provided: 2

Minimum Periphery Setbacks, except for any porches and Main Entry at 64th Street and Harvard Avenue:

A. Yale Avenue	15 feet
64th Street	8 feet
B. All others	0 feet

SETBACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHEN NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

Maximum percent of land covered (for total Net Site Area) = 40%

APPLICANT: ST. BERNARD HOSPITAL

DATE: October 22, 1981

(Continued from page 9852)

the alley north of and parallel to W. Morse Avenue; a line 135 feet east of and parallel to N. Western Avenue; a line 75 feet north of and parallel to W. Morse Avenue; and N. Western Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 17-H in area bounded by

N. Ridge Avenue; W. Loyola Avenue; N. Damen Avenue; and on the north, a distance of 197 feet 11 5/8 inches from the north line of W. Loyola Avenue as measured along the east side of N. Damen Avenue,

to those of a Residential Planned Development, and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 9859 thru 9864 of this Journal]

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

Reclassification of Area Shown on Map No. 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 18-I in the area bounded by

W. 71st Street; a line 207.55 feet east of S. Troy Street; the alley next south of and parallel to W. 71st Street; and a line 142 feet east of S. Troy Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

**Issuance of Permit Authorized for Erection
of Illuminated Sign.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of Proceedings of February 10, 1982, page 9487, recommending that the City Council pass a proposed order to authorize the issuance of a permit for the erection and maintenance of an illuminated sign.

(Continued on page 9865)

RESIDENTIAL PLANNED DEVELOPMENT

PLAN OF DEVELOPMENT

STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned by the applicant, The Chicago Housing Authority.
2. Use of land will consist of an elevator apartment structure for the elderly including community space for tenant usage and on-site parking, as authorized by this Plan of Development.
3. All applicable official reviews, approvals or permits are required to be obtained by the applicant, The Chicago Housing Authority or it's successors, assignees or grantees.
4. Any dedication or vacation of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant, CHA, it's successors or assignees.
5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by this Plan of Development.
6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification signs may be permitted with the approval of the Commissioner of Planning.
8. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan), illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance. Said development will be in strict accord with the Plan of Development.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

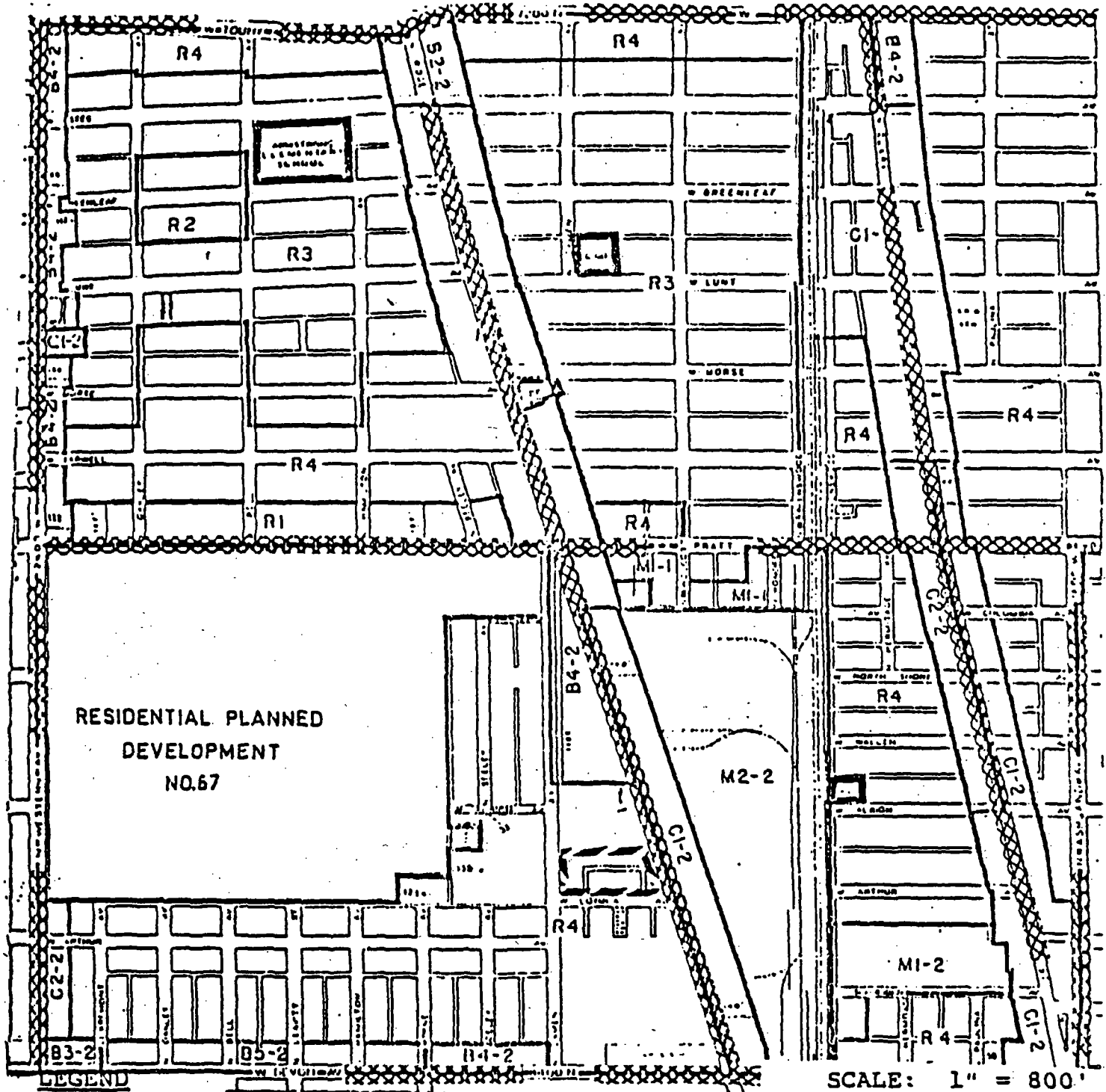
APPLICANT: The Chicago Housing Authority

DATE:

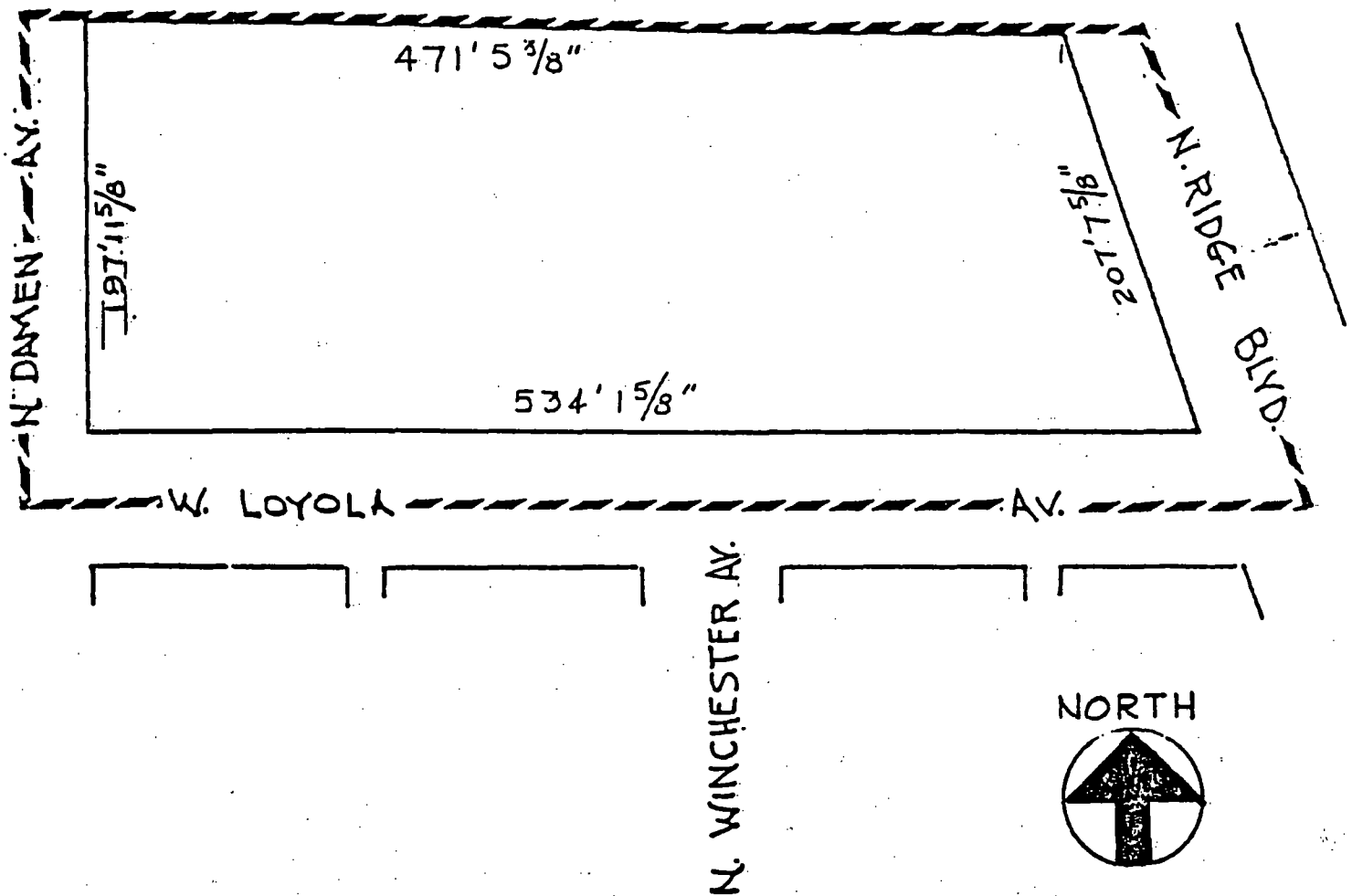
MAP 17-H

RESIDENTIAL PLANNED DEVELOPMENT!

EXISTING ZONING AND PREFERENTIAL STREET MAP.



PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT!

LEGEND

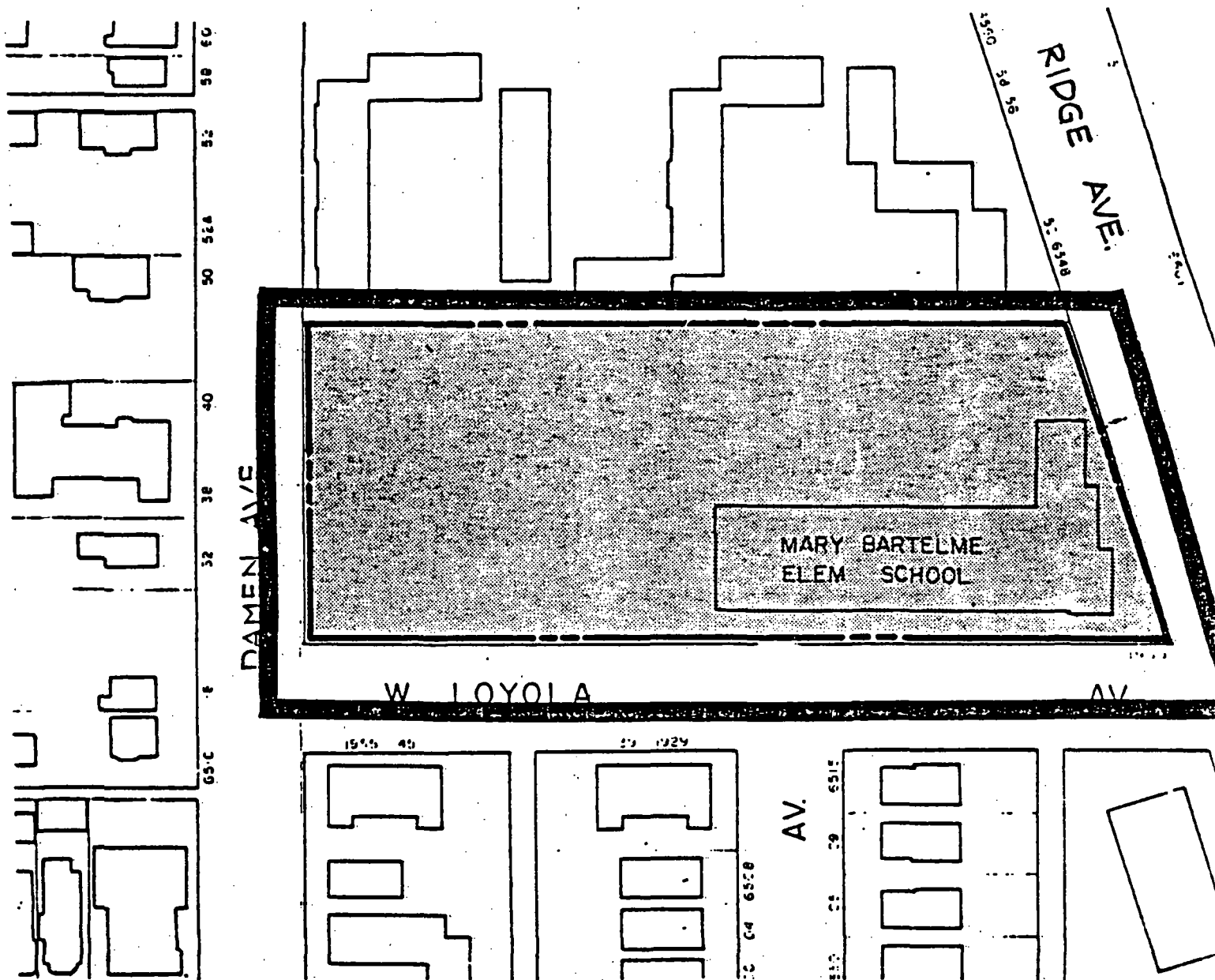
PLANNED DEVELOPMENT BOUNDARY

NOT TO SCALE

APPLICANT: THE CHICAGO HOUSING AUTHORITY

DATE: _____

GENERALIZED LAND USE MAP



0 50 100 200
SCALE (FEET)



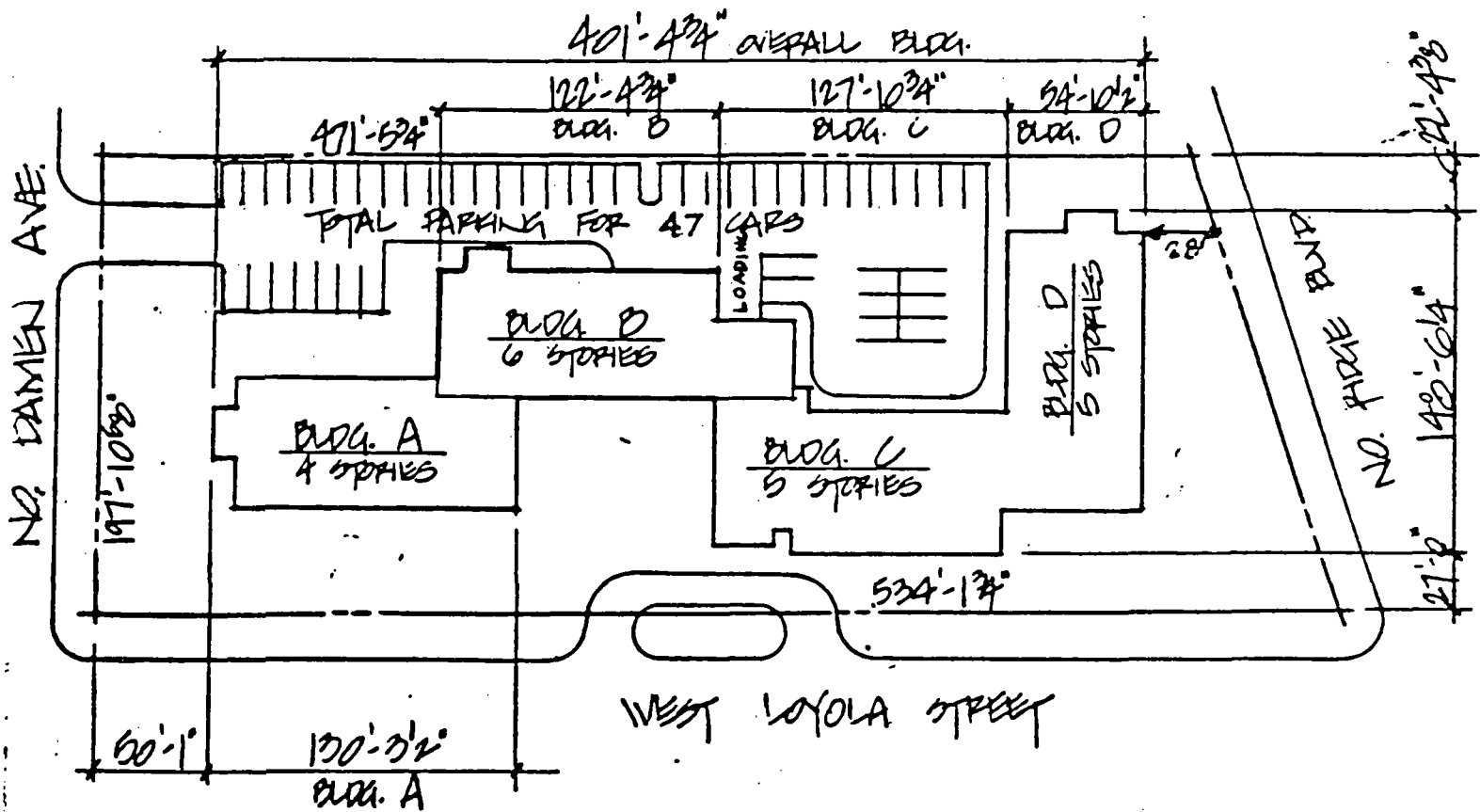
PLANNED DEVELOPMENT BOUNDARY



ELEVATOR APARTMENT STRUCTURE FOR ELDERLY
INCLUDING COMMUNITY SPACE FOR TENANT USE
AND ON-SITE PARKING.

APPLICANT: THE CHICAGO HOUSING AUTHORITY

DATE:



SITE PLAN
SCALE: 1" = 80'



RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT LAND COVER
Square feet	Acres				
99,528	2.284	Elevator apartment structure (housing for the elderly), on site parking and loading and open area for tenant usage.	181	2.25	27%

2.284 acres net site + .80 acres public streets and alleys
 area = Gross Site Area = 134,376 - Square feet or 3.084 acres

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 2.25

MAXIMUM NUMBER OF DWELLING UNITS = 180 units for the elderly
 1 unit for the resident manager
 181 Total Units

MINIMUM NUMBER OFF-STREET PARKING SPACES: 47 spaces

MINIMUM NUMBER OFF-STREET LOADING SPACES: 1 space

MINIMUM SET-BACKS: Rear Yard - 20 feet
 Loyola Avenue - 25 feet
 Side Yards - 20 feet

SET-BACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

Applicant: The Chicago Housing Authority

Date: October 30, 1981

(Continued from page 9858)

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

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

Nays--None.

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

The following is said order as passed:

Ordered, That the Commissioner of Buildings is hereby directed to issue a permit to Arrow Sign Company, 401 N. Trumbull, Chicago, Illinois, for the erection of an illuminated sign, 5' x 6' in demension, to project over the sidewalk at Immaculate Conception School, 7263 W. Talcott Avenue.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Failed to Pass--PROPOSED ORDINANCES FOR AMENDMENT
TO CHICAGO ZONING ORDINANCE TO RECLASSIFY
PARTICULAR AREAS (ADVERSE COMMITTEE
RECOMMENDATIONS).

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of February 10, 1982, pages 9486-9487 recommending that the City Council *Do Not Pass* proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Roti moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: "*Shall the proposed ordinance Pass, notwithstanding the Committee's adverse recommendation?*" and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

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

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

Said proposed ordinances which *Failed to Pass* proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

Reclassification of Area Shown on Map No. 12-K.

An ordinance to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District, the area bounded by

S. Archer Avenue; a line 33 feet west of and parallel to S. Kenneth Avenue; the alley next southeast of and parallel to S. Archer Avenue; and a line 150 feet northeasterly of S. Kilbourn Avenue and perpendicular to S. Archer Avenue, as measured along the south side of S. Archer Avenue (Map No. 12-K).

Reclassification of Area Shown on Map No. 16-K.

An ordinance to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District, the area bounded by

a line 361.21 feet south of and parallel to W. 66th Street; the alley next east of and parallel to S. Cicero Avenue; a line 461.21 feet south of and parallel to W. 66th Street; and S. Cicero Avenue (Map No. 16-K).

MISCELLANEOUS BUSINESS.

Presence of Visitors Noted.

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of sixty students from Queen of the Universe Elementary School (13th Ward), accompanied by Claudia Jackowiak.

The students were warmly welcomed and the Mayor invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the second (2nd) day of March, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the nineteenth (19th) day of March, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

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

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, March 19, 1982, at 10:00 A.M. in the Council Chamber in the City Hall.

A handwritten signature in black ink, reading "Walter S. Kozubowski". The signature is written in a cursive, flowing style with a large initial 'W' and 'K'.

WALTER S. KOZUBOWSKI,
City Clerk.