

COPY



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

Regular Meeting--Tuesday, March 30, 1982

at 2:00 P.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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone.

Absent--Aldermen Kellam, Lipinski, Ray, Marcin, Oberman.

Call to Order.

On Tuesday, March 30, 1982 at 2:00 P.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Quorum present.

On motion of Alderman Farina it was ordered noted in the Journal that Alderman Marcin was absent due to illness.

Invocation.

Reverend Joseph Stobba, O.S.A., Principal, Mendel Catholic High School, opened the meeting with prayer.

**Tribute to Late Military Personnel Who Died in Crash
of Air National Guard Tanker.**

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

WHEREAS, The citizens of Chicago and the people of Illinois are shocked and saddened at the sudden death of 27 servicemen in an explosion and crash of an Air National Guard tanker on March 19 near Wonder Lake, in McHenry County; and

WHEREAS, The plane's four crew members were assigned to the 126th Air Refueling Wing, and the 23 passengers aboard the aircraft were assigned to the 928th Tactical Airlift Group at O'Hare/Military Airfield; and

WHEREAS, Twelve of those aboard were Chicago residents, and all but one had homes in Illinois; and

WHEREAS, The Air National Guard and the 928th Tactical Airlift Group are components of the ever vigilant United States Military that stands ready to repel an enemy attack or perform in a domestic emergency; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council assembled this 30th day of March, 1982, express their sorrow about the tragedy that has befallen the families of the 27 victims who lost their lives in this crash; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Air National Guard.

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.

**Marshall High School Girls Basketball Team Winners of
Illinois Class AA Girls Basketball Championship.**

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

WHEREAS, Marshall High School girls basketball team won the 1981-1982 Illinois State Class AA girls basketball championship by defeating East St. Louis Lincoln High School by a score of 57 to 49 at Champaign, Illinois; and

WHEREAS, Marshall High School girls, known as the Commandos, captured the Chicago Public League title for the fifth time, making them eligible to compete in Class AA Championship competition with a record of 32 wins and 0 losses this season; and

WHEREAS, The Commandos also hold the first place title in Mayor Byrne's 1981-1982 Holiday Basketball Tournament, giving them a record of five straight victories in this contest; and

WHEREAS, Jennifer Jones scored 23 points, a Class AA record, and by her outstanding performance throughout the season has won a berth on the 1981-1982 Parade Magazine All America high school girls basketball team; and

WHEREAS, Coach Dorothy Gaters, with a record of 189 wins and 14 losses during her six years as coach of the Marshall girls, has produced teams of superior talent and has been judged as one of the most outstanding coaches in the high school sport; and

WHEREAS, Marshall High School is located in the 27th Ward and has been serving the community since 1885; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 30th day of March, extend to Marshall High School girls basketball team, their coach, school principal, supporters and friends, our heartiest congratulations for their outstanding play in the 1981-82 girls basketball season that saw them win the State Class AA title and Mayor Byrne's Holiday Tournament; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Marshall High School girls basketball team.

Alderman Carothers 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 Carothers (seconded by Aldermen Davis and Bertrand) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Marshall High School Girls Basketball Team, the "Commandos". Coach Dorothy Gaters expressed her appreciation for the honor accorded them. The participants were warmly applauded by all the Members of the City Council and assembled guests.

**Mendel Catholic High School Boys Basketball Team Second Place Winners
at Illinois State Class AA Championship Games.**

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

WHEREAS, Mendel Catholic High School's boys basketball team won second place honors in a dramatic finish at the 1981-1982 Illinois State Class AA championship games at Champaign, Illinois on March 12, 1982; and

WHEREAS, Mendel High School accomplished this task after playing three strenuous games in less than 24 hours and by defeating defending champion Quincy High School by a score of 53 to 52; and

WHEREAS, The Mendel Monarchs have won the Chicago Catholic League basketball championship for two consecutive years, making the team eligible for competition in Class AA play; and

WHEREAS, The Monarchs gave a magnificent performance in the 1981-1982 basketball season chalking up a record of 30 wins to 3 losses and displaying great stamina and determination; and

WHEREAS, Coach Michael Flaherty has instilled in his players the spirit of good sportsmanship and teamwork as a code for success; and

WHEREAS, Mendel Catholic High School is located at 250 East 111th Street in the 9th Ward of Chicago and has been serving the community for over 30 years; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 30th day of March, extend to the Mendel High School basketball team, the coaches, supporters and friends, our heartiest congratulations for their performance in the 1981-82 basketball season that brought the Monarchs the Catholic League Championship and second place honors in the State Class AA Tournament; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Mendel Catholic High School.

Alderman Shaw 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 Shaw (seconded by Aldermen Bertrand, Sheahan and Frost) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Mendel Catholic High School Boys Basketball Team, the "Mendel Monarchs". Principal Joseph Stobba and Coach Michael Flaherty accepted the trophy on behalf of the team and expressed their gratitude at being so honored. The participants were enthusiastically applauded by the Members of the City Council and assembled guests.

**Marshall High School Boys Basketball Team Fourth Place Winners
at Illinois State Class AA Basketball Tournament.**

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

WHEREAS, Marshall High School boys basketball team won fourth place honors in the Illinois State Class AA basketball tournament and holds the Chicago Public League title for the 1981-82 season; and

WHEREAS, The Marshall Commandos also won Mayor Byrne's Holiday Basketball Championship earlier this season by defeating Crane High School, 59 to 49; and

WHEREAS, This marks the first time in 16 years that the Marshall boys basketball team has reached the Class AA tournament; and

WHEREAS, The Commandos coach, Luther Bedford, has shown great ability by producing a team with outstanding talent and was judged by the officials of Mayor Byrne's Holiday Basketball Tournament as the "Most Outstanding Coach" of the series in the boys division; and

WHEREAS, Joseph Stiffend, by his brilliant play and teamwork, emerged as one of the most outstanding players in the league and was judged by the holiday basketball tournament officials as the "Most Valuable Player" in the boys contests; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 30th day of March, that we extend to the Marshall High School boys basketball team, their coach, their principal and staff, our heartiest congratulations for winning the Chicago Public League title and fourth place in the Illinois State Class AA championship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Marshall High School boys basketball team.

Alderman Casey 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 Casey (seconded by Alderman Davis) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Marshall High School Boys Basketball Team, the "Commandos". Superintendent Dr. Herbert J. Schiff and Coach Luther Bedford accepted the trophy and expressed their thanks for the honor accorded the team. The participants were warmly applauded by all the Members of the City Council and assembled guests.

Tribute to Late Judge David Lefkovits.

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

WHEREAS, Judge David Lefkovits, who died on March 22, is mourned by his associates, many friends and citizens throughout the City; and

WHEREAS, Judge Lefkovits was a distinguished juror and served in the Circuit Court of Cook County from 1954 to 1974; and

WHEREAS, Judge Lefkovits was a graduate of Northwestern Law School in 1922 after service in World War I and was in private practice until 1936; and

WHEREAS, He then joined the Corporation Counsel's office where he served as chief prosecutor until his election to the bench in 1954; and

WHEREAS, Judge Lefkovits retired in 1974 with a fine record of community service as president of the Southside Hebrew Congregation, organizer of the Jackson Park B'nai B'rith, and founder of the lawyers referral service of the Decalogue Society of Lawyers; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 30th day of March, 1982, express their sorrow at the passing of Judge David Lefkovits and extend heartfelt condolences to his beloved wife Lillian and other members of his family; and

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

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

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

*Motion to Suspend Rules--On Proposed Ordinance and Labor
Contract Between City and Fire Fighters Union, Local
No. 2, Etc.*

Alderman Burke moved to *Suspend the Rules Temporarily* to take up Out of the Regular Order of Business a proposed ordinance and labor contract between the City of Chicago, the Chicago Fire Department, the Fire Fighters Union, Local No. 2, International Association of Fire Fighters, AFL-CIO and CLC, which had been referred to a Joint Committee comprised of the membership of the Committee on Police, Fire, Personnel and Municipal Institutions and the Committee on Finance on March 2, 1982. The motion *Prevailed*.

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

CHICAGO, March 25, 1982.

To the President and Members of the City Council:

Your Joint Committee comprised of the membership of the Committee on Finance and the Committee on Police, Fire, Personnel and Municipal Institutions to which was referred a communication from Jane M. Byrne, Mayor, on March 2, 1982, transmitting a proposed Ordinance ratifying a collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, International Association of Firefighters, AFL-CIO, CLC, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectively submitted,
(Signed) WILSON FROST,
Chairman, Committee on Finance.

(Signed) EDWARD M. BURKE,
*Chairman, Committee on Police,
Fire, Personnel and Municipal
Institutions.*

On motion of Alderman Burke the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit within the meaning of the Illinois Constitution of 1970; and

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

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

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

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

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

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

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

Agreement attached to this ordinance reads as follows:

ARTICLE I

Preamble

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

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

ARTICLE II

Recognition

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

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Chief Paramedic, excluding a maximum of twenty-nine (29) confidential employees assigned as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.

ARTICLE III

Union Security

Section 3.1 Maintenance of Membership and Agency Shop

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

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

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

Section 3.2 Payroll Deductions of Union Dues or Fair Share Fee

During the term of this Agreement the Employer agrees to deduct each pay day union dues or fair share fee in the amount certified to be current by the Financial Secretary of the union from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions, less a three cents (3) administrative fee for each employee deduction made each pay day, shall be remitted to the Union no later than thirty-five (35) days after the deduction is made by the Employer.

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

Section 3.3 Indemnity

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

Section 3.4 Union Business Leaves

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

In addition to the foregoing, two employees covered by the agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Union shall reimburse the Employer in an amount equivalent to the salary and fringe benefits received by said employees on or before December 31 of each year, but provided that the Employer will remain responsible for its portion of the pension contribution.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty days advance written notice, the Employer agrees to release from work without loss of pay a maximum of 15 employees who are elected or appointed Union representatives to attend an annual state convention and an annual national convention of the Union for no more than five consecutive calendar days for each such convention.

C. Union officials or representatives shall receive paid time off to attend bargaining sessions, membership meetings or executive board meetings scheduled and conducted at reasonable times and intervals. However, if at those times the City is unable to obtain a relief man to cover for the Union official, the minimum manning provisions of the contract for not more than one man of that prescribed complement shall be waived.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting the Union shall notify the Fire Department Director of Personnel, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting if their assignment is being covered by an employee receiving overtime pay.

D. One person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

- a. Said person must notify the Fire Department Director of Personnel, through channels, three (3) days in advance of his attendance at any such session.
- b. Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.
- c. If said person receives his authorized per diem allowance from the Union, his absence from work shall be without loss of pay.
- d. The Union will provide the Fire Department Director of Personnel with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and daley days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Fire Department order 78-031 as it relates to the exchange of work shifts and daley days to the extent that said order is not inconsistent with paragraphs (a) and (b) above.

Section 3.5 Distribution of Contract

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

Section 3.6 Intra-Department Communications

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

Section 3.7 Union Insignia

Employees may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform and a quarter on the work iniform. On the dress uniform such insignia shall be centered ¼ inch above the members name plate. On the work uniform such insignia shall be centered 1½ inch above the members right breast pocket.

ARTICLE IV *Hours of Work*

Section 4.1 Platoon Duty

A. Employees covered by this agreement who work within the Bureaus of Fire Suppression and Rescue, Support Services, and the Division of Emergency Medical Services (i.e. Paramedics, Paramedic Officers, and Field Officers) shall be assigned to regular platoon duty shifts, except 40 hour employees as defined

in Section 4.2. The normal on duty tours of duty shall be 24 consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m.; except, however, that the 24 hours on duty for Battalion Chiefs, employees assigned as drivers to employees in the ranks of Battalion Chief and above, and Field Officers, shall normally start between 7:00 a.m. and 7:30 a.m. The normal on duty tour shall be followed by 48 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 46.7 hours per week. The average weekly hours shall normally be accomplished by scheduling every 6th on duty shift as a "Daley Day" off duty. Exceptions to the above may be made in special situations as described in subsection 4.1 B.

B. Special Situations

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

Section 4.2 40 Hour Employees

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

Section 4.3 Break Periods--Meal Periods

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

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

Section 4.4 Overtime Definition

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

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

ARTICLE V *Wages and Rates of Pay*

Section 5.1 Annual Salary Schedule

Effective January 1, 1982, the annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary schedule attached hereto and made a part of this Agreement and identified as Appendix B.

Paychecks shall normally be due and payable to employees at 0800 at their work place on the established pay dates of the 1st and 16th of each month.

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second pay period following the period in which such work was performed.

Section 5.2 Straight-Time Hourly Rate

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

Section 5.3 Overtime Rate

Employees shall receive overtime pay at the rate of time and one-half for all work performed beyond their regularly scheduled hours consisting of thirty (30) minutes or more. Such employees shall receive pay at the overtime rate for one (1) hour. Work consisting of more than one (1) hour shall be paid in one-half (1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

Section 5.4 Recall

Employees recalled to duty shall receive a minimum of three (3) hours pay at the overtime rate.

Section 5.5 Longevity Pay

The Employer agrees to pay longevity pay in accordance with the salary schedule attached hereto and made a part of this Agreement and identified as Appendix B.

Employees promoted prior to October 1, 1981, shall, effective January 1, 1982, be compensated in accordance with their seniority.

Section 5.6 Holdover

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. An employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He may use the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of Firefighter the Firefighter with the least seniority shall be held over unless a more senior firefighter volunteers. Employees held over thirty (30) minutes or more shall be paid in accordance with Section 5.3 of this Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

ARTICLE VI *Entire Agreement*

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

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

Section B Prevailing Rights

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

ARTICLE VII *Paid Leaves of Absence*

Section 7.1 Vacations

A. Eligibility and Allowance

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

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

- (a) Platoon employees -- ten (10) duty days.
- (b) 40 hour employees -- four (4) weeks. After completion of ten (10) years of service --five (5) weeks.

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

B. Selection of Vacation Period

1. Selection of vacation periods for the calendar year 1982 shall be in accordance with the schedule in Fire Department Order 81-065.

2. Selection of vacation periods for calendar year 1983 shall be as follows:

- (a) Firefighters, Engineers and EMS employees below the rank of Chief Paramedic shall select their vacation furlough periods on the basis of seniority rather than seniority in rank.
- (b) Lieutenants, Captains and Battalion Chiefs shall select their vacation furlough periods by rank, on the basis of seniority or seniority in rank, depending on the outcome of a secret-ballot election to be conducted and paid for by the Union. The Union agrees to conduct the election prior to June 1, 1982; and further agrees to do no campaigning or electioneering.

C. Vacation Benefits Upon Termination

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

Section 7.2 Paid Holidays

An employee scheduled to work an eight (8) hour day forty (40) hour week schedule will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

Employees covered by this contract who work on any of the following twelve (12) recognized City holidays shall be paid double time for all hours worked. For platoon employees, only such employees who work the shift beginning at 8:00 a.m. on the day the Holiday is observed shall be considered as working on the Holiday.

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

New Year's Day--January 1
Martin Luther King's Birthday--January 15
Lincoln's Birthday--February 12
Washington's Birthday--Third Monday in February
Good Friday--Friday before Easter Sunday
Memorial Day--Last Monday in May
Independence Day--July 4
Labor Day--First Monday in September
Columbus Day--October 12
Veterans Day--November 11
Thanksgiving Day--Last Thursday in November
Christmas Day--December 25

For Platoon Employees, Holidays will be observed on the actual calendar date set forth above, regardless of whether or not the Holiday falls on a Saturday or Sunday. For 40 hour employees only, a Holiday that falls on a Saturday or Sunday will be observed on the day designated by the City for observance.

Section 7.3 Sick and Injury Leave

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

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

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

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

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

Section 7.4 Military Leaves

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

Section 7.5 Funeral and Bereavement Leave

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

Section 7.6 Personal Leaves

A. Effective January 1, 1982, on duty employees (i.e., those not on sick and injury leave, unpaid personal leave, or full-time union leave) shall, upon request, be allowed two (2) personal leave days each calendar year. The first personal leave day must be requested by April 1 or forfeited, the second by September 1 or forfeited.

Requests for a personal leave day must be given to the appropriate superior at least ten (10) days in advance. Employees shall not be required to work on a personal leave day provided that the granting of same does not adversely affect department operations.

Personal leave days provided under this section shall be utilized by employees to observe any religious Holidays for which leave has been historically granted by the employer.

B. Effective January 1, 1983, on duty employees (i.e., those not on sick and injury leave, unpaid personal leave, or full-time union leave) shall, upon request, be allowed three (3) personal leave days each calendar year. The first personal leave day must be requested by April 1 or forfeited, the second by July 1 or forfeited, the third by October 1 or forfeited.

Request for a personal leave day must be given to the appropriate superior at least ten (10) days in advance. Employees shall not be required to work on a personal leave day provided that the granting of same does not adversely affect department operations.

Personal leave days provided under this section shall be utilized by employees to observe any religious Holidays for which leave has been historically granted by the employer.

C. The most senior employee shall have priority to receive a personal day requested in the event more than one (1) employee requests the same day.

Section 7.7 Educational Leaves

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

B. Employees within the Division of Emergency Medical Services, or firefighters/paramedics, who are required while off duty to attend State of Illinois recertification training programs and examinations, shall be compensated at time and one-half their straight-time hourly rate of pay. Pay for all such required training and examinations shall not exceed 48 hours per year. Such compensation shall be due and payable when the employee presents evidence that he has completed the training program or received a passing grade on the Illinois recertification examination. When said compensation is due and payable, it shall be computed on the basis of the employee's straight-time hourly rate existing at the time of payment.

ARTICLE VIII

Unpaid Leaves of Absence

Section 8.1 General

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

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

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

Section 8.2 Procedures

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

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

ARTICLE IX
Seniority Rights

Section 9.1 Seniority

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

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

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

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

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

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

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

Section 9.2 Overtime Distribution

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

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

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

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

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

Section 9.3 Vacancies and Promotions

A. Vacancies

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

Section 9.3B Promotional Eligibility Lists

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

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

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. Employees shall be certified for promotion in order of their rank on the list. The employees certified for promotion shall be the five employees having the highest scores (rank) for each position to be filled, but in no event more than fifteen employees more than the number of vacancies to be filled. Vacancies will customarily be filled by employees in the order of their ranking on the list. An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

- a. No employee may be passed over on more than two orders.

- b. No employee shall be promoted from a new promotional list until all employees who may have been passed over on a previous promotional order have been promoted.
- c. An employee may be passed over on an order only for the following reasons:
 - i. At the time the vacancy occurs the employee is on an injury leave of six months or more for a non-duty related injury; provided, however, that upon the employees return to duty from such leave he shall be promoted on the next order.
 - ii. A major disciplinary infraction (i.e. charges resulting in a suspension of 15 days or more); provided, however, that if such disciplinary infraction is not sustained the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.
 - iii. In order to comply with affirmative action ordered by a court.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.

Section 9.3C EMS Promotions

1. Career Ladder

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

- (a) EMS District Officer
 - (b) EMS Field Officer
 - (c) Paramedic Officer
 - (d) Firefighter/Paramedic
 - (e) Paramedic
2. After April 1, 1982, or after ratification of this agreement by the City Council of the City of Chicago, in accord with Article XIX herein, whichever occurs sooner, vacancies within the Division of EMS shall be filled by utilizing the promotional list developed under the guidelines established in Section 9.3C2 of the 1981 contract. In utilizing said list the employer will promote from one rank to the next in the career ladder by selecting the person from the lower rank having the highest standing on the promotional list.
3. The employer will establish validated written tests for EMS promoted positions not later than September 1, 1982. Beginning January 1, 1983, after such tests have been developed and administered, the criteria set forth in Section 9.3B shall govern the ranking of employees on promotional lists and the promotion of employees from said lists.

Section 9.4 Layoff and Recall

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

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

ARTICLE X
Grievance Procedure

Section 10.1 Definition

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

Section 10.2 Procedure, Steps and Time Limits

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

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

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

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

Section 10.3 Arbitration

The party invoking arbitration shall, within five (5) working days after doing so, request the American Arbitration Association (AAA) to submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to the AAA. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall submit a second and, if necessary, third list. Thereafter, the AAA shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator.

Section 10.4 Authority of the Arbitrator

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

Section 10.5 Expenses of Arbitration

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

Section 10.6 Processing and Time Limits

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

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

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

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

Section 10.7 Processing Grievances

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

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

Section 10.8 Meetings Between The Parties

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

ARTICLE XI

No Strike and No Lockout

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

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

ARTICLE XII

Safety, Health & Welfare

Section 12.1 Hospitalization and Medical Coverage, Dental, Optical, Life Insurance Programs

A. The Employer agrees to make available to eligible employees and their eligible dependents the hospitalization and medical program attached hereto as Appendix C, the dental plan attached hereto as Appendix D, and the optical plan attached hereto as Appendix E. The definition of eligible employees and

eligible dependents is set forth in each respective program or plan. The Employer shall contribute the full cost of eligible employee and eligible dependent coverage.

B. The Employer also agrees to make available to the following other persons the hospitalization and medical program, the dental plan, and the optical plan: employees who retire at age 63 (i.e., mandatory retirement) and their eligible dependents; widows and children of employees killed in the line of duty; former employees on pension disability (both duty and occupational) and their eligible dependents; widows and children of deceased employees who were formerly on pension disability. The Employer will contribute the full cost of coverage for any of the above enumerated persons who elect coverage under any plan or plans. However, coverage under a plan for such persons shall terminate when a person either reaches the age of 65 or ceases to be a dependent as defined in a plan, whichever occurs first.

In addition to the foregoing, it is expressly understood that the coverage herein provided shall be subject to coordination of benefits on a non-duplicating basis; i.e., if any of the persons covered herein are also covered by another hospitalization, dental or optical plan, then said other plan shall be considered the primary plan and the benefits payable under any plan provided herein shall be reduced by the amount paid by the other plan, but in no event shall the coordination of benefits allow for payment of more than 100% of allowable expenses.

C. Employees who retire before the age of 63 (i.e., early retirement) shall be allowed to remain in the hospitalization and medical program until reaching age 65, provided they pay the following premium costs:

- (1) From January 1, 1982 to April 1, 1982: a maximum of \$38.26 per month for single coverage and \$114.68 for family coverage if they elect Blue Cross; or a maximum of \$26.00 per month for single coverage and \$68.00 per month for family coverage if they elect Bankers Life.
- (2) Beginning April 1, 1982, the hospitalization and medical premiums shall be frozen for the term of this agreement at a maximum of \$55.00 per month for single coverage and \$150.00 per month for family coverage.

D. The Employer further agrees to maintain current life insurance benefit program during the term of this agreement. Said life insurance program is attached hereto as Appendix F.

Section 12.2 Safety and Health

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

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

Section 12.3 Pensions

- A. For the term of this Agreement, the Employer agrees not to exercise its' Home Rule Power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108½, Article VI, "The Fireman's Annuity and Benefit Fund--Cities Over 500,000."
- B. The Employer further agrees to take all possible steps to establish the eligibility of paramedics to participate in the Firemen's Annuity Benefit Fund for members of the City of Chicago Fire Department.

ARTICLE XIII
No Discrimination

Section 13.1 No Discrimination

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

Section 13.2 Gender

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

Section 13.3 Union's Duty of Fair Representation

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

Section 13.4 Affirmative Action

A. The parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the IAFF recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

B. Polygraphs

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

ARTICLE XIV
Management Functions

Section 14.1

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

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

ARTICLE XV
Duties

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

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

ARTICLE XVI
General Provisions

Section 16.1 Union Bulletin Boards

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

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

Section 16.2 Discipline and Discharge

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

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

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

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

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

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

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

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

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

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

- ii. The employee shall be advised of his right to the representation of counsel at the appointed polygraph examination. Any objections of counsel as to the propriety of the proposed questions shall be made to the employer prior to the actual commencement of the examination. Once the examination by the polygraph operator has begun, it will not be interrupted. Counsel shall not be allowed in the examining room while the examination is in progress.
- iii. The employee shall not be required to sign any waivers or releases of liability in connection with the administration of the polygraph examination.
- iv. Employees shall not be required to take a polygraph examination where:
 - a. the complainant or witness is available and refuses to take a polygraph examination or takes the examination and fails to pass;
 - b. the complainant is unknown or anonymous and/or no witnesses are available.

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

- v. A copy of the polygraph operator's opinion relative to his examination of the employee shall be submitted within seven (7) days of its receipt at the Inspections and Auditing Division.
- vi. The polygraph operator shall be Illinois certified and not an employee of the City of Chicago.

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

Section 16.3

A. No Acting Out of Classification

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

B. Emergency Manpower Shortages

To avoid the temporary shutdown of companies due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher rank subject to the conditions enumerated below:

- i. The acting employee shall be compensated for the period of acting at the same rate he would earn if promoted to that higher rank.
- ii. The acting employee will perform the duties of the higher rank or classification for a maximum of four (4) hours except in the following situations:
 - a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.3 within the four hours; or
 - b. The fourth hour of the acting period runs past midnight. If this occurs the acting employee shall continue to act for the balance of the tour of duty.

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

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

- iii. In the Bureau of Fire Extinguishment the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment in the Division of EMS shall be to the senior person in the District on the shift.
- iv. The Union shall be immediately notified of the existence of any manpower shortage and the assignment of personnel to act in a higher rank and/or the recall of employees on overtime.

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

Section 16.4 Minimum Manning

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

Section 16.4B EMS Manning

For the term of this Agreement, the minimum manning of ambulances shall consist of one (1) paramedic officer and one (1) paramedic regularly assigned to each ambulance. Two person ambulances will be backed up by a Field Officer position established in accord with the EMS reorganization provided for in the 1981 contract. The Field Officer will respond to life threatening situations necessitating the presence of three Paramedics at the emergency scene. Initial assignments of manpower in EMS shall be in accord with Appendix H.

Recognizing that the EMS reorganization and manning concepts herein established are new and experimental, the Employer and the Union shall establish a joint EMS Study Committee composed of three representatives named by the Employer and three representatives named by the Union. Such Committee shall meet promptly and from time to time by mutual agreement. The Committee shall study and monitor the effectiveness of the Field Officer position as an emergency back up, the Department's cross training program, and other methods for improving the performance of manpower and the delivery of services. Prior to August 1, 1982, the Committee shall issue a written report stating its findings and recommendation for improving the quality of services.

Section 16.4C Cross Training Program

A voluntary program will be established to cross train Fire Fighters and Paramedics, with employees who achieve such dual certification to receive incentive pay.

The joint EMS Study Committee shall monitor and evaluate the progress of the cross training program.

The joint EMS Study Committee shall also issue a report, prior to August 1, 1982, stating its findings and recommendations with respect to the utilization of manpower under the cross training program.

Thereafter, beginning September 1, 1982, the Employer and the Union will negotiate language to implement the findings and recommendations of the study committee.

Section 16.5 Residency

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

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

Section 16.6 Mileage Allowance

Employees in the Fire Prevention Bureau shall be paid twenty-two cents (22) per mile, to a maximum of 500 miles per month, when they are required by the Employer to use their personal car or vehicle to perform city work during their hours of work.

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employees mileage claim is submitted.

Section 16.7 Permanent Assignments and Transfer

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

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

C. Vacancies in a permanent assignment due to an assigned employee's retirement, resignation, death, or discharge for cause, or due to authorized leaves of absence in excess of three (3) months, shall be filled on the basis of seniority. The Employer shall post a monthly list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job

classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted, except where a different assignment is dictated by bonafide operational needs of the department. Such exception shall not exceed four percent of the number of permanent assignments made in each transfer order. Concurrent with the posting of the transfer order the Employer will identify on the order number and rank of the employees transferred to a permanent assignment which are to be charged against the four percent exception. For the term of this agreement the original assignment of candidates to active companies shall not be charged against the four percent. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement.

D. Relief positions shall not be considered permanent assignments. Effective with the ratification of this agreement by the City Council of the City of Chicago, in accord with Article XIX herein, an employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining on the third transfer order after all other requests have been granted; provided, however, that the Employer shall assign the employee to the permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the one (1) year limitation. If more than one employee is subject to this assignment, the employee(s) on relief the longest will be the first assigned.

Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief. Initial promotional assignments to relief positions shall be made by the Employer; provided, however, that any district deemed by the Employer to necessitate a decrease, expansion or rotation of relief positions shall entitle the senior relief employee(s) to opt for a change to any involved positions of his choice.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second paragraph of Section 16.7D, that results in the working of successive shifts or a Daley day change, shall constitute an exception to Section 4.1 of this Agreement.

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

Section 16.8 Contracting and Subcontracting of Work

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

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

Section 16.9 Protective Gear and Clothing Allowance

Each employee shall receive a clothing allowance of \$400 per year, \$200 payable on or before March 1st and \$200 payable on or before September 1st.

Section 16.10 Firefighter Employment List

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

In such event, in recognition of the mutual interest of the Employer and Union in promoting harmonious relations within the Department that will assure the effective assimilation of new employees into the Department, the Employer and Union have entered into the supplementary agreement attached hereto as Appendix 1.

Section 16.11 Training

A. The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. Employees will attend training sessions during their normal hours of duty, as assigned by the Employer. Training will be scheduled in a manner which does not undermine or erode the minimum manning standards established in this agreement.

B. The Employer and Union shall each name three (3) representatives to a training committee. Such committee shall meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the Committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meetings in order to facilitate the committee's work.

ARTICLE XVII *Rules and Regulations*

Section 17.1

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

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

Section 17.2

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

Section 17.3

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

Section 17.4 Career Service Exemption

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

ARTICLE XVIII
Savings Clause

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

ARTICLE XIX
Guarantee of Terms

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

ARTICLE XX
Duration and Termination

Section 20.1 Notice

This agreement and each of its provisions shall be effective as of January 1, 1982, and shall continue in full force and effect until December 31, 1983, and thereafter, unless either party shall notify the other in writing 150 days (or by August 1, 1983) prior to the anniversary date of the contract that it desires to modify and/or amend this agreement.

Section 20.2 Negotiations

Negotiations shall commence thirty (30) days later (or by September 1, 1983) and shall continue for a period of sixty (60) days or to November 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution-Binding Arbitration Board

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

Section 20.4 Ratification and Enactment by the City Council

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

- i. The agreement will first be presented to the Union membership with Local 2's Executive Board recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the Union shall cooperate to secure this legislative approval.

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

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

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

- i. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, if necessary, the same procedures specified in Article X hereof for the selection of an arbitrator who shall be a member of the National Academy within fifteen (15) days after the issuance of the arbitrator's award. The terms decided upon by such an arbitrator shall be included in an agreement and submitted to the City Council for adoption. The terms of this agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.
- ii. If the City Council should reject the arbitrated agreement, the parties shall meet again with ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this agreement upon ten days written notice to the other.
- iii. There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this agreement is terminated pursuant to subparagraph 20.4(B)(ii).

Section 20.5 Signature

In Witness Whereof, the parties hereto have affixed their signatures this 1st day of March.

FOR THE CITY:

(Signed) By JANE M. BYRNE,
Mayor.

(Signed) WILLIAM B. HANLEY,
Counsel.

FOR THE UNION:

(Signed) By FRANK J. MUSCARE,
President.

(Signed) J. DALE BERRY,
Counsel.

APPENDIX A
Confidential Employees

A maximum of twenty-nine (29) employees may be excluded from the bargaining unit as confidential employees when they are assigned to the following administrative positions:

1. Inspection and auditing division--seven Lieutenants and five Fire Fighters and three Paramedics assigned as investigators.
2. Headquarters--one Lieutenant and three Fire Fighters assigned as drivers to the Fire Commissioner.
3. Research and planning--three Lieutenants and two Fire Fighters assigned as researchers and planners.
4. Bureaus--four Lieutenants assigned as aides to exempt ranks.
5. Division of Emergency Medical Services (EMS)--one EMS officer assigned as Assistant Chief Paramedic.

[Appendix B printed on pages 1091 - 1094 of this Journal]

APPENDIX C
Hospital and Medical Programs

*Bankers Life & Casualty Co.
Group Health Insurance Plan*

Basic Benefits

HOSPITAL--INPATIENT

Room and Board for up to 365 days	Full Semi-private room cost at your hospital
Payment for Other Hospital Charges	Unlimited for 365 days
Intensive Care for up to 365 days	Unlimited
Daily doctor visits in Hospital	\$8/visit for 365 days
Hospital stay for Observation/ Diagnostic	Same as Hospital--Inpatient
SURGERY	Allowance range up to \$400 according to schedule

HOSPITAL--OUTPATIENT

Emergency Accident Expense	Full cost of eligible expenses within 72 hours of accident
Emergency Sickness	Full cost of eligible expenses for initial treatment
EMERGENCY ACCIDENT-- OUTSIDE OF HOSPITAL	\$50 per accident at Doctor's Office, Clinic, Hospital, etc. for expenses within 90 days accident

(Continued on page 10095)

APPENDIX B EFFECTIVE JANUARY 1, 1982

SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS

Class Grade	Entrance Rate	Step										Maximum Rate
		Step 1 First 6 Mos.	Step 2 Next 12 Mos.	Step 3 Next 12 Mos.	Step 4 Next 12 Mos.	Step 5 Next 12 Mos.	Step 6 Next 12 Mos.	Step 7 After 16 Yrs. of Service	Step 8 After 18 Yrs. of Service	Step 9 After 20 Yrs. of Service	Step 10 After 22 Yrs. of Service	Step 11 After 24 Yrs. of Service
F1 Annual	\$16,978	\$19,838	\$20,978	\$22,050	\$23,142	\$24,318	\$25,542	\$26,824	\$28,212	\$29,700	\$31,292	\$32,988
F1 Monthly	1,558.50	1,653.00	1,748.00	1,837.50	1,928.50	2,020.50	2,120.50	2,202.00	2,278.50	2,328.50	2,445.50	2,518.50
F2 Annual	18,838	20,978	22,050	23,142	24,318	25,542	26,824	28,212	29,700	31,292	32,988	34,758
F2 Monthly	1,653.00	1,748.00	1,837.50	1,928.50	2,020.50	2,120.50	2,202.00	2,278.50	2,328.50	2,445.50	2,518.50	2,683.00
F3 Annual	20,112	21,252	22,328	23,418	24,594	25,912	27,480	29,200	31,080	33,120	35,328	37,704
F3 Monthly	1,676.00	1,771.00	1,860.50	1,951.50	2,049.50	2,151.00	2,275.00	2,433.33	2,606.67	2,760.00	2,944.00	3,142.00
F4 Annual	22,032	23,124	24,300	25,524	26,798	28,128	29,604	31,232	33,012	34,944	37,032	39,288
F4 Monthly	1,836.00	1,927.00	2,025.00	2,127.00	2,233.00	2,344.00	2,467.00	2,602.67	2,751.00	2,912.00	3,086.00	3,274.00
F5 Annual	24,924	26,180	27,458	28,830	30,284	31,788	33,444	35,252	37,212	39,336	41,528	43,896
F5 Monthly	2,077.00	2,180.00	2,288.00	2,402.50	2,522.00	2,649.00	2,787.00	2,937.67	3,101.00	3,278.00	3,468.33	3,671.33
F6 Annual	27,458	28,930	30,284	31,788	33,380	35,022	36,816	38,760	40,860	43,116	45,528	48,104
F6 Monthly	2,288.00	2,402.00	2,522.00	2,649.00	2,780.00	2,918.50	3,068.00	3,229.33	3,403.33	3,593.00	3,798.33	4,018.67

KEY
 F1 Firefighters and Paramedic Rate
 F2 Cross Trained Firefighter/Paramedic Rate
 F3 Fire Engineer and Paramedic Officer Rate
 F4 Lieutenant and Field Officer Rate
 F5 Captain and District Officer Rate
 F6 Battalion Chief Rate

APPENDIX B EFFECTIVE JULY 1, 1982

SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS

Class Grade	Pay Rate		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9		Step 10		Maximum Rate	
	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.	Payd 6 Mos.	Next 12 Mos.
F1 Annual	\$18,978	\$19,836	\$20,976	\$22,050	\$23,142	\$24,318	\$25,184	\$26,048	\$26,912	\$27,818	\$28,424	\$29,342	\$30,298	\$31,342	\$32,984	\$34,028	\$35,052	\$36,076	\$37,088	\$38,220	\$39,180	\$40,576	\$41,574	\$42,174
F1 Monthly	1,556.50	1,653.00	1,748.00	1,837.50	1,928.50	2,028.50	2,097.00	2,170.50	2,246.00	2,318.50	2,445.50	2,516.50	2,595.50	2,682.00	2,747.00	2,835.50	2,921.00	3,005.50	3,090.50	3,185.00	3,285.00	3,381.50	3,484.50	3,514.50
F2 Annual	19,836	20,976	22,050	23,142	24,318	25,542	26,424	27,342	28,298	29,342	30,424	31,542	32,698	33,842	35,084	36,328	37,572	38,816	40,060	41,304	42,548	43,792	45,036	46,280
F2 Monthly	1,653.00	1,748.00	1,837.50	1,928.50	2,028.50	2,128.50	2,202.00	2,278.50	2,358.00	2,445.50	2,516.50	2,595.50	2,682.00	2,747.00	2,835.50	2,921.00	3,005.50	3,090.50	3,185.00	3,285.00	3,381.50	3,484.50	3,514.50	3,544.50
F3 Annual	20,112	21,252	22,328	23,418	24,594	25,812	26,700	27,818	28,982	29,882	30,988	31,944	32,984	34,028	35,084	36,140	37,196	38,252	39,308	40,364	41,420	42,476	43,532	44,588
F3 Monthly	1,676.00	1,771.00	1,860.50	1,951.50	2,049.50	2,151.00	2,225.00	2,301.50	2,381.00	2,468.50	2,560.50	2,648.00	2,736.00	2,824.00	2,912.00	3,000.00	3,088.00	3,176.00	3,264.00	3,352.00	3,440.00	3,528.00	3,616.00	3,704.00
F4 Annual	23,490	24,654	25,908	27,210	28,566	29,982	30,988	31,944	32,984	34,028	35,084	36,140	37,196	38,252	39,308	40,364	41,420	42,476	43,532	44,588	45,644	46,696	47,748	48,796
F4 Monthly	1,957.50	2,054.50	2,159.00	2,267.50	2,380.50	2,498.50	2,560.50	2,648.00	2,736.00	2,824.00	2,912.00	3,000.00	3,088.00	3,176.00	3,264.00	3,352.00	3,440.00	3,528.00	3,616.00	3,704.00	3,792.00	3,880.00	3,968.00	4,056.00
F5 Annual	28,566	27,888	29,288	30,738	32,282	33,888	34,920	35,984	37,088	38,220	39,308	40,364	41,420	42,476	43,532	44,588	45,644	46,696	47,748	48,796	49,844	50,892	51,940	52,988
F5 Monthly	2,380.50	2,324.00	2,439.00	2,561.50	2,688.50	2,824.00	2,910.00	2,998.00	3,088.00	3,176.00	3,264.00	3,352.00	3,440.00	3,528.00	3,616.00	3,704.00	3,792.00	3,880.00	3,968.00	4,056.00	4,144.00	4,232.00	4,320.00	4,408.00
F6 Annual	29,288	30,738	32,282	33,888	35,588	37,332	38,394	39,474	40,576	41,678	42,780	43,882	44,984	46,086	47,188	48,290	49,392	50,494	51,596	52,698	53,796	54,896	55,996	57,096
F6 Monthly	2,439.00	2,561.50	2,688.50	2,824.00	2,964.00	3,111.00	3,199.50	3,288.50	3,376.50	3,464.50	3,552.50	3,640.50	3,728.50	3,816.50	3,904.50	3,992.50	4,080.50	4,168.50	4,256.50	4,344.50	4,432.50	4,520.50	4,608.50	4,696.50

KEY
 F1 Firefighter and Paramedic Rate
 F2 Over Trained Firefighter/Paramedic Rate
 F3 Fire Engineer and Paramedic Officer Rate
 F4 Lieutenant and Field Officer Rate
 F5 Captain and District Officer Rate
 F6 Battalion Chief Rate

APPENDIX B **EFFECTIVE DECEMBER 1, 1982**
SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS

Class Grade	Entrance Rate	Step										Maximum Rate
		Step 1 Fixed 6 Mos.	Step 2 Next 12 Mos.	Step 3 Next 12 Mos.	Step 4 Next 12 Mos.	Step 5 Next 12 Mos.	Step 6 Next 12 Mos.	Step 7 After 18 Yrs. of Service	Step 8 After 18 Yrs. of Service	Step 9 After 20 Yrs. of Service	Step 10 After 22 Yrs. of Service	Step 11 After 24 Yrs. of Service
F1 Annual	\$19,146	\$20,322	21,498	22,590	23,712	24,912	26,166	27,078	28,014	28,992	30,068	30,988
F1 Monthly	1,595.50	1,693.50	1,791.50	1,882.50	1,976.00	2,078.00	2,180.50	2,258.50	2,334.50	2,416.00	2,505.50	2,580.50
F2 Annual	20,322	21,498	22,590	23,712	24,912	26,166	27,078	28,014	28,992	29,788	30,380	31,254
F2 Monthly	1,693.50	1,791.50	1,882.50	1,976.00	2,078.00	2,180.50	2,258.50	2,334.50	2,416.00	2,480.50	2,530.00	2,604.50
F3 Annual	20,616	21,780	22,984	24,000	25,206	26,480	27,366	28,308	28,359.00	29,288	30,380	31,254
F3 Monthly	1,718.00	1,815.00	1,907.00	2,000.00	2,100.50	2,205.00	2,280.50	2,359.00	2,359.00	2,440.50	2,530.00	2,604.50
F4 Annual	23,490	24,654	25,908	27,210	28,586	29,982	30,968	31,844	31,844	32,964	34,028	35,052
F4 Monthly	1,957.50	2,054.50	2,159.00	2,267.50	2,380.50	2,498.50	2,580.50	2,662.00	2,662.00	2,747.00	2,835.50	2,921.00
F5 Annual	26,568	27,888	29,268	30,738	32,282	33,888	34,920	35,994	35,994	37,088	38,220	39,180
F5 Monthly	2,214.00	2,324.00	2,439.00	2,581.50	2,688.50	2,824.00	2,910.00	2,999.50	2,999.50	3,090.50	3,185.00	3,265.00
F6 Annual	29,280	30,738	32,262	33,888	35,588	37,332	38,394	39,474	39,474	40,578	41,574	42,174
F6 Monthly	2,439.00	2,561.50	2,688.50	2,821.00	2,964.00	3,111.00	3,189.50	3,289.50	3,289.50	3,381.50	3,464.50	3,514.50

KEY
F1 Firefighters and Paramedic Rate
F2 Cross Trained Firefighter/Paramedic Rate
F3 Fire Engineer and Paramedic Officer Rate
F4 Lieutenant and Field Officer Rate
F5 Captain and District Officer Rate
F6 Battalion Chief Rate

(Continued from page 10090)

OUTPATIENT X-RAY AND LAB

Doctor's Office, Clinic or Hospital [per calendar year]	\$100 each family member
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MATERNITY BENEFITS

Hospital	Same as Hospital Inpatient
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Obstetrical Procedures--

Normal Delivery	\$200
Caesarean	\$400
Miscarriage	\$100

[balance payable under Major Medical]

MAJOR MEDICAL PLAN

Maximum Payment	\$250,000
Percent paid by Major Medical	80% first \$10,000 per calendar year, 100% thereafter

Deductible per person [calendar year]	\$100
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Maximum Family Deductible	\$200
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Special Features of Major Medical Coverage

Alcoholism, Narcotism or Psychiatric Care [Doctor Visits]--80 percent of the first \$10,000 per calendar year, 100 percent thereafter of covered charges while Hospital confined. Fifty percent of covered charges for outpatient visits.

Dental--if required as a result of an accident.

Cosmetic Surgery--if required as a result of an accident. Congenital anomaly in a child.

Chiropractors, Podiatrists, Acupuncture treatments.

Other Covered Expenses are:

Any expense which exceeds the scheduled amount under Basic Benefits, including charges for Pregnancy.

Office Visits.

Prescriptions.

Graduate Nurse and Physical Therapist.

Ambulance.

Blood and Blood Plasma.

X-ray and Lab examinations.

X-ray, radium and Radioactive isotope therapy.

Casts, splints, trusses, braces, crutches, artificial limbs and eyes.

Rental of wheel chair, hospital bed, iron lung and other durable equipment required for therapy.

General Information

Unmarried children are covered to age 25.

The entire premium for active employees is paid for by the City of Chicago.

You may choose any doctor or hospital.

There are no waiting periods for employees who transfer from another city carrier.

Major Medical benefits are automatically included when you file a claim. No separate filing is necessary.

Maternity Benefits are effective immediately for new employees and employees who transfer from another city carrier. Maternity benefits are payable for single female employees and dependent children.

You will receive a booklet-certificate and hospital identification card.

Your Social Security Number is your identification Number for you and your eligible dependents.

Group Life Insurance is also available through the City. See your timekeeper for further information.

Blue Cross-Blue Shield Health Insurance

Listed below are the benefits of the Blue Cross-Blue Shield and Major Medical Program approved by the City of Chicago effective January 1, 1979.

In-Hospital Benefits

Room and Board

Covers the full cost of semi-private room up to 365 days for each illness or accident.

Special Private Room Allowance

If you occupy a private room, this Blue Cross plan makes an allowance equal to the most common semi-private room rate charged by the hospital.

Intensive Care Room

Paid in full up to 365 days.

Other Hospital Charges

The following services are covered in full Without Dollar Limits when medically necessary:

Meals and special diets; general nursing care; operating room; anesthetics (including administration); drugs; laboratory services; x-ray and x-ray treatment; radioisotopes; plaster casts; special treatment rooms; electrocardiograms; electroencephalograms; oxygen (including administration); physical therapy.

Out-Patient Hospital Benefits

Medical Emergency Care

Eligible hospital charges Paid In Full for initial treatment of a medical emergency.

Emergency Accident Care

Pays Full Cost of eligible hospital charges, including the emergency room or operating room, within 72 hours following the accident or injury.

Minor Surgery

Pays Full Cost of eligible charges for use of hospital facilities for minor surgery performed on an out-patient basis.

Out-Patient Diagnostic

One hundred dollars per calendar year of hospital's charges when services are performed in a doctor's office or a Blue Cross Plan Hospital.

How To Receive Hospital Benefits

When you require hospitalization, present your Blue Cross membership card to any one of the 6,700 licensed hospitals which has an agreement with the Blue Cross Plan in Illinois or any other state. After you leave the hospital, Blue Cross will pay them directly for all basic hospital benefits to which you are entitled.

Surgical-Medical Benefits

Surgical

If you have an operation, your Blue Shield Program will help you pay your physician's bill for surgery wherever performed. Allowances range from \$10 to \$400 depending upon the procedure. (Balance of doctor's charges not paid by Blue Shield are eligible expenses under the Major Medical Program up to an 80 percent Usual and Customary fee.*)

Intensive In-Hospital Medical Care

You may receive special benefits of \$75 for the visits of your physician during the critical period you required intensive care. (Balance of doctor's charges not paid by Blue Shield are eligible under the Major Medical Program up to an 80 percent Usual and Customary fee.*)

Surgical Services

Provides allowance for specified surgical services.

Surgical Services of a Podiatrist or Chiroprapist

Provides allowance for specified surgical services.

Out-Patient Diagnostic

One hundred dollars per calendar year based on the Blue Shield Indemnity schedule when services are performed in a doctor's office or a Blue Cross Plan Hospital.

Maternity Benefits

Hospital

Hospital maternity care includes all regular Blue Cross basic benefits, Without Dollar Limits, under your family plan. Conception and delivery must occur while enrolled in the Blue Cross-Blue Shield-Major Medical Program.

Doctor's Charges--Normal Delivery

Pays the doctor \$200, with excess charges being paid under the Major Medical Program up to an 80 percent Usual and Customary fee.*

Doctor's Charges--Caesarean Section

Pays the doctor \$400, with excess charges being paid under the Major Medical Program up to an 80 percent Usual and Customary fee.*

* You must satisfy a \$100 deductible before Major Medical benefits are paid.

How to Receive Surgical-Medical Benefits

When you see a doctor for the services listed above, all you need do is present your ID card. In most cases, the doctor will report the claim directly to Blue Shield. If the doctor prefers to have you pay him/her yourself, be sure that he/she informs Blue Shield so that we can reimburse you directly.

*Major Medical Benefits***Lifetime Maximum**

\$250,000

Individual Deductible

One hundred dollars per person per calendar year.

Family Deductible

Maximum of two per family per calendar year.

Benefit Period

A benefit period begins on the effective date of membership and expires on the following December 31. A new benefit period automatically begins on each subsequent January 1.

Three Month Carry Over Provision

Any covered Major Medical expense incurred during the last three months of the calendar year (which would have been counted toward the \$100 deductible for that year) can be applied towards meeting the \$100 Major Medical deductible of the following year.

Out-of-Pocket Expense Limitation

After you and each covered member of your family have paid \$2,000 out of your pocket for eligible expenses (this includes the \$100 deductible and 20 percent co-insurance) Major Medical will pay all additional expenses at 100 percent rather than 80 percent up to your Lifetime Maximum for the remainder of that calendar year.

Percent Paid by Major Medical after Deductible

Eighty percent.

Covered Services Under Major Medical

Physicians' Services and Surgical Services not fully paid by basic Blue Shield; Physicians' Office Calls; use of Operating Rooms and Treatment Rooms; Anesthetics; Oxygen and Administration; X-ray and Laboratory procedures; Radiation Therapy, including X-ray Treatment, radium, radon and radioisotopes; Blood plasma, blood expanders, other blood elements and derivatives and, after first three one-pint units, all charges for blood transfusions, including cost of blood, drugs, medicines, and dressings in the hospital; Prescription drugs purchased outside of hospital; Services of a Registered Physiotherapist; Services of a Registered Graduate Nurse (RN) in the hospital or home, and services of a Licensed Practical Nurse (LPN) while hospitalized; Ambulance, Artificial limbs and other Prosthetic appliances, Rental of durable medical equipment; Maternity benefits including routine delivery, normal delivery, Cesarean section, abortion, miscarriage, complications of pregnancy, pre-natal care, post-natal care, PKU Testing, first in-hospital pediatric examination of newborn, (excluding followup newborn care), and circumcision.

Additional Major Medical Benefits

Covers mental or emotional disorders in the out-patient department of a hospital or doctor's office. Benefits paid on a 50/50 basis subject to deductibles.

How to Apply for Major Medical Benefits

You must obtain Major Medical Claim Form (BB-2 Rev. 5/77) from your Payroll Department, or Comptroller's Office, or Blue Cross-Blue Shield. Fill out claim form as per instructions, attach itemized bills, and mail to:

Blue Cross-Blue Shield
Major Medical Department
P. O. Box 1220
Chicago, Illinois 60690

*General Provisions***Definition of Dependents**

Family membership includes spouse and unmarried children up to age 25.

Conversion Privilege

Employee may convert basic group policy to direct payment plan at time of retirement or severance employment. Under special conditions, retiree may keep group program at existing rates. Major Medical Plan is not convertible.

Medicare Plan for Over 65 Employees

A special Blue Cross 65 and Blue Shield 65 Supplemental Program is available to all employees with Medicare coverage.

Waiting Period

For maternity benefits only: Conception and delivery must have occurred while enrolled in the Blue Cross-Blue Shield Major Medical Program.

Exclusions

Care in a hospital primarily for diagnosis or a check-up or service and supplies for which hospital care is not required; occupational and speech therapy; services not deemed medically necessary. For complete details, see your benefit booklet.

PLEASE NOTE: Maternity benefits are effective immediately for employers who transfer from another City carrier, if pregnancy was conceived while insured with another City carrier.

*Accidental Death Benefit***Eligibility**

All full-time employees.

Accidental Death Benefit

One thousand dollars. Protection . . . 24 hours a day, seven days a week . . . on and off the job . . . payable for death resulting from an accident. If you should sustain accidental bodily injury, and as a result thereof, directly and independently of all other causes, shall suffer, within 90 days from the date of the accident, loss of life, the company will pay to your beneficiary(ies), on receipt of due proof of loss, the full amount designated for such loss in the Schedule of Benefits.

Exclusions

For a listing of exclusions and restrictions, check with your master certificates. (All benefits terminate at age 65.)

Accidental Death Benefit Underwritten by

Fort Dearborn Life Insurance Company, the life affiliate of Health Care Service Corporation, your Blue Cross and Blue Shield Plan.

APPENDIX D
Dental Program

WHO IS ELIGIBLE?

All full-time employees (as defined by the City) shall become eligible for dental benefits on the first of the month following one year of employment. Present employees with one or more years of service are now covered.

Dependents of eligible employees are covered on the following dates:

Police Department

Officers below the rank of Sergeant--September 1, 1981.

Sergeants and above--January 1, 1982.

Fire Department

Sworn personnel and Paramedics--December 31, 1981.

All Other Active Full-Time Employees

April 1, 1982.

Dependents are defined as your spouse, and your unmarried children to 19 years of age provided they are not on active duty in any military, naval or air force of any country. A child whose insurance would otherwise terminate solely due to attainment of the limiting age shall continue to be a qualified dependent so long as such child is incapable of self-support due to mental retardation or physical handicap and is dependent upon you for support and maintenance, provided that written proof of such child's incapacity is furnished upon request by the Insurance Company.

BENEFIT PERIOD

The benefit period for eligible employees begins on April 1st and continues to March 31st. A new benefit period begins each April 1st. The first benefit period for Dependents of eligible employees will begin on the dates shown above and continue to March 31, 1982. A new benefit period will begin each April 1st thereafter.

DENTAL COVERAGE

Routine Oral Examination--

100% of the reasonable, usual and customary fees.

Basic Dental Benefits (fillings, extractions, crowns, etc.) and

Dental Replacements--

50% of the reasonable, usual and customary fees after a \$25.00 deductible per person.

Maximum per Benefit Period--\$1,000.00.

MAXIMUM

The maximum per benefit period for all covered services is \$1,000 per person.

HOW ARE BENEFITS PAID?

Your dental benefits are paid on the basis of your dentist's usual fee, provided the fee falls within the customary range of dentists in the Chicago metropolitan area. Up to 100% is paid for preventive and diagnostic services and up to 50% is paid for all other services.

If you would like to know whether your dentist's charges for major dental services fall within the usual and customary range, your dentist may submit a completed claim form in advance of treatment. Your carrier will advise you and your dentist of the amount of benefits that will be provided if the services are performed as scheduled. Keep in mind the City reviews all claims for eligibility including the named dependents. The claim form for dependents will be the same form currently used.

WHAT SERVICES ARE COVERED?**Preventive and Diagnostic: 100% Usual and Customary**

Oral Examinations--Twice in a benefit period, made to determine the patient's oral health and the dental care needed.

X-rays--Full mouth x-rays on initial visit or once every 36 months. Supplemental bitewing x-rays twice per benefit period.

Prophylaxis--Routine cleaning, scaling and polishing of teeth twice in a benefit period.

Fluoride Treatment--(if necessary) Direct application of fluoride after cleaning, to inhibit or retard tooth decay twice in a benefit period.

Palliative Emergency Treatment--For relief of dental pain. Does not include restoration.

Other Services: 50% and Customary

Fillings--Consisting of silver amalgam, silicate, plastic and composite restorations. Retrograde fillings are included.

Endodontics--Diagnosis, prevention and treatment of the dental pulp, including root canal therapy, pulp capping and pulpotomy.

Oral surgery--Consisting of fracture and dislocation treatment; diagnosis and treatment of tumor, cyst and abscess; simple and surgical extractions, apioectomy and impactions.

Denture Repair--Repair of removable initial or replacement dentures.

Prosthodontics--Inlays, onlays, crowns, bridge work and removable dentures (including rebasing).

Note: Replacement of existing inlay, onlay, crown, bridge work or denture paid for by this dental plan will not be covered unless the inlay, onlay, crown, bridgework or denture is at least 5 years old.

Periodontics--Treatment of diseases of the gums and tissues supporting the teeth, including gingival curettage, gingivectomy, osseous (bone) surgery and management of acute gum infection. These may be included in the basic plan benefits.

GENERAL EXCLUSIONS AND LIMITATIONS**A. No benefits shall be provided under the contract for:**

1. Dental services received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trustees or similar person or group.
2. Dental service for which the subscriber incurs no charge.
3. Dental services for which coverage is available to the subscriber in whole or in part, under any Worker's Compensation law or similar legislation whether or not the subscriber claims compensation or receives benefits thereunder.
4. Dental services with respect to congenital malformations or primarily for cosmetic esthetic purposes except where such services are within the scope of benefits.
5. Dental services furnished to a subscriber, in whole or in part, under the laws of the United States, or any state or political subdivision thereof, or for which the subscriber would have no legal obligation to pay in the absence of this or any similar coverage.

6. Dental services rendered or supplies furnished after the termination date of the subscriber.
7. Any services, treatment or supplies which are not reasonably necessary for the care and treatment of a subscriber.
8. Separate laboratory charges when not included and billed by the dentist.
9. All services not listed under covered services and orthodontics.

WHEN DOES MY COVERAGE TERMINATE?

All Dental coverage terminates on the earliest of the following dates:

- (a) the date the group policy terminates; or
- (b) on your last paid day of active employment; or
- (c) other agreed to City arrangements.

ADDITIONAL INFORMATION

For further information please contact your carrier representative in Room 201-F City Hall. Or, call

1. Blue Cross/Blue Shield
938-7500
2. Bankers Life and Casualty Co.
663-4024 (Ms. Wendy Moon)

Your carrier for this coverage is the same as your Health Insurance Carrier, Bankers Life and Casualty Company or Blue Cross-Blue Shield. If you are covered under an HMO for Health Insurance, this dental coverage will be with Bankers Life and Casualty Company.

This contract describes only the highlights of this program. It does not attempt to cover all details. Your group has a copy of the Group Master Contract, containing an exact description of benefits and exclusions. The terms of the Master Contract will prevail.

APPENDIX E *Optical Program*

Out-of-Pocket Cost Comparison Between Vision Service Plan (VSP) and the Current Reimbursement Plan

<i>Service(s)</i>	<i>Approx. Market Cost</i>	<i>Reimburse- ment Plan</i>	<i>Out-of- Pocket Cost for Employee</i>	<i>VSP Coverage</i>	<i>Out-of- Pocket Cost for Employee</i>
Examination Only	\$ 30	\$ 25	\$ 5	100%	0
Examination and Single Vision Lenses and Frame (S12 wholesale frame)	\$110	\$ 85	\$ 25	100%	0
Examination and Bifocal Lenses and Frame (S12 wholesale frame)	\$135	\$ 95	\$ 40	100%	0

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Examination and Trifocal Lenses and Frame (S12 wholesale frame)	\$145	\$115	\$ 30	100%	0
Examination and Necessary Contact Lenses	\$250	\$ 75	\$175	100%	0
Examination and Cosmetic ??? Contact Lenses	\$250	\$ 75	\$175	\$75	\$175
Frames Only	\$ 45	\$ 30	\$ 15	100%	0

City Employees who select any VSP Member Doctor will receive 100% coverage with no out-of-pocket expense for covered services. City Employees have a free selection of doctors. Whenever vision care services are received from any non-member doctor, the patient is reimbursed according to the maximum allowances contained in the negotiated schedule of benefits.

Consequently, VSP offers all city employees both prepaid (100% coverage) and reimbursement coverage according to the schedule of benefits.

Schedule of Benefits

(Effective on or about January 1, 1982)

Vision Care Benefit (includes Prescription Sunglasses).

Maximum Payment for Complete Examination	\$ 25.00
Maximum Payment for Each Lens:	
Single Vision Rx	\$ 15.00
Bifocal Rx	\$ 20.00
Trifocal Rx	\$ 30.00
Contact Lens	\$ 25.00
Maximum Payment for Frames	\$ 30.00

The entire cost of the Employees Vision Care Plan is paid by the City.

Benefits are non-occupational and are not payable for sickness covered by Workmen's Compensation or injuries arising out of any employment for wage or profit.

DEFINITIONS

ELIGIBILITY--Full-time or full-time equivalent Employees (as defined by City) actively at work with at least one year continuous service. New employees shall become eligible on the first of the month following one year of employment if actively at work. (Continuous service in accordance to the City's definition).

Dependents are eligible on the same date as the employee. Dependents are defined as your spouse, if not legally separated and your unmarried children to 19 years of age provided they are not on active duty in any military, naval or air force of any country. A child whose insurance would otherwise terminate solely due to attainment of the limiting age shall continue to be a qualified dependent so long as such child is incapable of self-support due to mental retardation or physical handicap and is dependent upon you for support and maintenance, provided that written proof of such child's incapacity is furnished upon request by the Insurance Company.

[List of Member Doctors printed on pages 1105 - 1113 of this Journal]

APPENDIX F
Life Insurance Plan

OFFICE OF THE MAYOR
CITY OF CHICAGO

DEAR FELLOW EMPLOYEES--I am taking this opportunity to advise each of you of my approving a fringe benefit offering promised in my 1980 budget message.

My staff has concluded all necessary negotiations with Bankers Life and Casualty, a Chicago based company, to furnish you with a personalized policy explaining your existing (City paid) \$2,500.00 term life insurance coverage, and how you can supplement this amount by purchasing up to one time your annual salary through payroll deductions.

I hope that after reviewing the information provided on the following pages you will be able to take advantage of the low premium cost for the additional coverage. It is my commitment to make this the year that Chicago begins catching up in benefits provided to its employees.

Sincerely,
(Signed) JANE M. BYRNE,

Mayor.

Group Life Insurance for You

All full-time and full-time equivalent active employees of the City of Chicago are eligible for Group Life Insurance.

The coverage provides that in the event of your death while insured the full amount of your insurance will be paid to your beneficiary. Your beneficiary will be the person or persons you name on your enrollment form.

Two Plans of insurance are available: Basic and Optional Life Insurance.

PLAN A--BASIC LIFE AND ACCIDENTAL DEATH INSURANCE:

Basic Life Insurance coverage is provided by the City at No Cost To You in the amount of \$2,500.00, and Accidental Death and Dismemberment Insurance is provided in the amount of \$1,000.00.

PLAN B--OPTIONAL LIFE INSURANCE:

If you should want more coverage than the Basic Life Insurance the City has made it possible for you to buy additional Life Insurance at a low Group Rate. The Premium for the Optional Life Insurance will be deducted from each paycheck through payroll deductions.

You can select any amount of Optional Life Insurance you want in \$1,000 units up to an amount equal to your annual earnings rounded up to the next multiple of \$1,000.

This Optional amount is over and above the \$2,500 paid for you by the City.

COST: The monthly cost of the Optional Life Insurance for each participating employee is \$0.37 for each \$1,000 of coverage. A chart showing the Cost Per Pay Period for various amounts of insurance is shown for your reference.

Remember, you may purchase Optional Life Insurance up to your annual earnings rounded up to the next multiple of \$1,000. This figure is shown on your enrollment form.

(Continued on page 10114)

LIST OF MEMBER DOCTORS

• ADRIAN •
 Earl Schwartz, O.D. 621 Army Trail Rd.
 (312) 843 0607
 • ALBION •
 Charles G Ford, O.D. 106 S. College Ave.
 (309) 562 2421
 • ALGONQUIN •
 Jeffrey H. Getzel, O.D. 307 South Main St.
 (312) 658 4370
 • ALTON •
 Robert L. Henselman, O.D. 406 E Broadway
 (618) 462 7611
 I W Park, O.D. 1506 Washington St.
 (618) 466 6911
 Jack B. Burns, O.D. 301 W 4th St.
 (618) 465 2721
 Andrew C. Schwartz, O.D. 1114 Milton Rd.
 (618) 462 7611
 Paul C. Verhaagen, O.D. 406 E Broadway
 • AMBOY •
 Edward B. Johnson, O.D. Box 72, 2 South Jones
 (618) 857 2621
 • ANNA •
 Thomas P. Murray, O.D. 205 N Main St.
 (618) 833 7011
 John A. Strahel, O.D. 205 N Main St.
 (618) 833 7011
 • ANTIPOCH •
 Albert A. Bruce, O.D. 395 Orchard Street
 (312) 395 4090
 • ARBO •
 James A. Roebuck, O.D. 6220 S Archer Rd.
 (312) 458 7848
 • ARLINGTON HEIGHTS •
 Robert H. Edmond, O.D. 115 S Van Ave.
 (312) 252 0010
 Paul Newman, O.D. 15 S White
 (312) 252 4819
 Lee C. Smith, O.D. 1040 S Arlington Hts. Road
 (312) 392 2554
 • ARTHUR •
 Evelyn Marie Moore, O.D. 311 East Winola
 (217) 343 2924
 • AURORA •
 Steven D. Dewick, O.D. 316 North Lake, Suite 5
 (312) 896 4353
 Leonard B. Harshbarger, O.D. 312 North Lake, Suite 5
 (312) 892 4130
 Stanley C. Harshbarger, O.D. 301 W Galena Blvd.
 (312) 892 4130
 Martin J. Harris, O.D. 301 W Galena Blvd., Rm. 254
 (312) 892 5641
 Gustav J. Knapp, O.D. 50 E Galena
 (312) 892 1266
 Paul H. Schmidt, O.D. 45 S Lincoln Ave.
 (312) 896 1531
 • BARRINGTON •
 Ralph J. Gabert, O.D. 126 E W Main St.
 (312) 381 0391
 • BARTLETT •
 Joan A. Parker, O.D. 116 Bartlett Ave.
 (312) 837 7630
 • BELLLEVILLE •
 Paul Douglas Becherer, O.D. 124 East Main St.
 (618) 233 3040
 Paul Frank Becherer, O.D. 124 East Main St.
 (618) 233 3040
 Larry O. Brunking, O.D. 22 N Jackson, P.O. Box 422
 (618) 233 1270
 Paul H. Burton, O.D. 950 Jackson St.
 (618) 233 2620
 Thomas E. Deymond, O.D. 6 Bellvue Park Plaza
 (618) 237 0890
 Paul E. Dean, O.D. 2601 W Main St.
 (618) 234 2053
 Michael J. Hart, O.D. 22 N Jackson
 (618) 233 1270
 Thomas E. Krasner, O.D. 4701 West Main
 (618) 235 4333
 George A. Rosenfield, O.D. Suite 213,
 Commercial Bldg. 7th High
 (618) 233 1269
 G. Louis R. R. 10th High, Suite 213
 (618) 233 1269

Herbert C. Kennedy, O.D., 4333 N. Kedzie Ave.
 Irving A. Kernis, O.D., 3725 W. 111th St.
 Fred W. Kerne, O.D., 1441 N. Malcolm Ave.
 Paul J. Kertland, O.D., 6375 N. Milwaukee Ave.
 Ronald S. Kessler, O.D., 8460 S. Archer Ave.
 Edward J. Kibler, O.D., 6500 W. Archer Ave.
 Donald J. Kienon, O.D., 1401 E. 97th St., Eye Care Bldg.
 Guntin W. Lawson, O.D., 501 E. 43rd Street
 Ivan Lescho, O.D., 2317 W. Chicago Ave.
 Frank Levin, O.D., 3758 W. Chicago Ave.
 Paul A. Luskman, O.D., 10513 S. Western Ave.
 William U. Mackay, O.D., 8014 S. Cottage Grove
 Morton M. Maslow, O.D., 303 E. 81st St.
 Morton M. Maslow, O.D., 1510 E. 55th St.
 Joseph F. Meus, O.D., 3487 Archer Ave.
 William Michel, O.D., 5913 W. Montrose Ave.
 Howard J. Miller, O.D., 7310 S. Saginaw
 Glenn E. Moser, O.D., 9928 S. Western Ave.
 Bernadine H. Mulligan, O.D., 5826 W. Fullerton Ave.
 Daniel J. Nelson, O.D., 7418 S. Linwood Ave.
 Charles H. Payne, M.D., 6252 S. King Drive
 Ruth Peoples, O.D., 1837 E. 87th St.
 Frank Perchat, O.D., 2618 W. 71st St.
 Richard R. Rymel, O.D., 2609 W. Devon
 Mahan D. Reynolds, O.D., 2118 E. 71st St.
 Arnold O. Rosen, O.D., 11209 S. Michigan Ave.
 Kurt Rutenbaum, O.D., 1200 E. 83rd St.
 Thomas J. Roth, O.D., 6312 S. Pulaski Rd.
 Gerald Rubin, O.D., 1563 Milwaukee Ave.
 Frank F. Salamado, O.D., 5423 N. Clark
 Loretta G. Sempelinski, O.D., 6704 N. North West Hwy
 Allen E. Scabin, O.D., 10 S. LaSalle, Suite 102E
 Lawrence Scherler, O.D., 500 S. Racine Ave.
 Arnold Scherler, O.D., 4315 S. Cottage Grove
 Leonard Schwartz, O.D., 3201 S. Wallace St.
 Eric Albert Schneider, O.D., 5915 W. North Ave.
 Marou M. Selfcheck, O.D., 1062 W. Taylor St.
 Irwin Shapiro, O.D., 4838 S. Ashland Ave.
 Elv Sorel, O.D., 2450 W. Jackson Blvd.
 Kenneth W. Shepard, O.D., 4838 S. Ashland Ave.
 Robert Symson, O.D., 7415 S. Halsted St.
 Harry Soria, O.D., 5852 N. Sheridan Rd.
 Herbert Solomon, O.D., 6201 N. California Ave.
 Herbert Solomon, O.D., 30 N. Michigan Ave.
 Charles Sosun, O.D., 3219 E. 55th St.
 Charles Sosun, O.D., 4643 Cottage Grove
 Roy M. Spierazzo, O.D., 3245 N. Ashland Ave.
 Leo I. Stein, O.D., 3946 N. Cicero Ave.
 Ronald E. St. Adams, O.D., 6254 S. Pulaski Rd.
 Richard Swartz, O.D., 4949 W. Irving Pl. Rd.
 Richard Swartz, O.D., 4758 W. Madison St.

Walter J. Swartz, O.D., 2209 W. Cermak Rd.
 E. M. Tennant, O.D., 3204 N. Broadway
 Ray Tethuna, O.D., 7106 S. Jeffery Blvd.
 Win. J. Thomsen, O.D., 1104 W. Granville
 Anthony Verdugo, Jr., O.D., 6023 W. Belmont Ave.
 Mary Weiss, O.D., 1276 W. 14th St.
 Mary Weiss, O.D., 1276 W. Archer Ave.
 George Whitehouse, O.D., 3950 W. Madison
 Bernard Wisniewski, O.D., 2918 N. Milwaukee Avenue
 Michael Woods, O.D., 6 E. Manning St.
 Irving W. Yeros, O.D., 5202 W. Washington Blvd.
 Irving W. Yeros, O.D., 2835 N. Kimball Ave.
 Richard M. Zareck, O.D., 3146 N. Central
 Walter J. Zurek, O.D., 3232 W. Bryn Mawr Avenue

• CHICAGO HEIGHTS •
 Hubert Greenberg, O.D., 155 Ag. Ori Road
 Murray Lenn, O.D., 1333 Orchard
 Optometric Eye Building

• CHILICOTHE •
 Ruben T. Bass, O.D., 300 W. Pine St.

• CHRISTOPHER •
 Wilbert A. Wenzel, O.D., 202 N. Victor St., Box 91

• CINCINNATI •
 Theodore Mechalla, O.D., 8932 West 35th St.

• CLARENDON HILLS •
 George P. Vasek, O.D., 203 Railroad Avenue

• CLINTON •
 Donald R. Gordon, O.D., 125 W. Main
 Wayne E. Gordon, O.D., 125 W. Main
 Harold Wenberg, O.D., 700 North Side Square

• COAL CITY •
 Gerald L. McShane, O.D., 310 S. Broadway St.

• COLUMBIA •
 Jeffrey P. Herberts, O.D., 120 N. Morrison
 Gary D. Meyer, O.D., 415 W. Medical Center, Suite 7
 415 W. Main

• COLUMBIA •
 James F. Stricker, O.D., 774 S. Louis Rd.

• COUNTRY CLUB HILLS •
 Barbara A. Short, O.D., 4163 W. 183rd St.
 Jack N. Short, O.D., 4163 W. 183rd St.

• CREST HILL •
 Robert F. Nash, O.D., 2218 Plantfield Road
 Plantfield Road Plaza

• CRYSTAL LAKE •
 Lamont M. Sprague, O.D., 455 Coventry Lane

• DANVILLE •
 Larry S. Lewis, O.D., 1104 N. Vermilion St.
 Danville Eye Clinic

*** FRANKFURT ***

Theresa J. Blesche, O.D., 104 St. Francis Rd.
Don W. Hagan, O.D., 737 E. Grove Rd.
Ronald D. Hagan, O.D., 677 E. Grove Rd.
James G. Sanderson, O.P., 184 St. Francis Rd.

*** FRANKLIN PARK ***

Franklin Miller, O.D., 3612 Franklin Ave.

*** FREDSON ***

William F. Green, O.D., 503 State Bank Center
Barry L. Hansen, O.D., 1710 W. Stephenson St.
C. J. Manning, O.D., 1710 W. Stephenson St., Box 920
E. A. Vetter, O.D., 201 W. South St.
Edward J. Olson, O.D., 401 W. South St.
Bernard J. Richman, O.D., 274 W. Stephenson St.
A. D. Evans, O.D., 224 W. Stephenson St.

*** GALEBURG ***

William J. Jensen, O.D., 378 E. Main Street
Roy M. Melech, O.D., 1012 Frank St.

*** GARY ***

C. J. Maguire, O.D., 216 N. W. 1st St.

*** GRAND ***

Dorothy L. Jensen, O.D., 107 S. 2nd St.

*** GRANDDALE HEIGHTS ***

Alan J. Kirsch, O.D., 2172 Bloomington Rd.
Charles E. Murdock, O.D., 1553 Bloomington Road

*** GLEN ELYM ***

Glad Steiner, O.D., 1 N. 530 Main
Marilyn J. Schmitt, O.D., 444 Main St.
Chester S. Scott, O.D., 534 Cleveland Blvd.

*** GLENVIEW ***

Herman A. Bragman, O.D., 2629 Gulf Road
Roy N. Springfield, O.D., 2629 W. Golf Road

*** GRANITE CITY ***

Mack A. Weyandner, O.D., 1501 Garfield
Benjamin T. Rose, O.D., 2025 Edison

*** GRAYBLAKE ***

Leo O. Johnson, O.D., 62 Center St.

*** GREENVILLE ***

Georgie J. Mastle, O.D., 101 W. Main

*** HANDOVER PARK ***

Juel B. Katcher, O.D., 1522 W. Irving Park Rd.
Alvin J. Knuch, O.D., 1422 W. Irving Park Rd.
Gay I. Margen, O.D., 1522 W. Irving Park Rd.

*** HARBERSBURG ***

Orest Lubinski, O.D., 37 South Main Street

*** HARVARD ***

Ronald J. Oyster, O.D., 313 N. Division
Robert J. Patterson, O.D., 75 N. Ayer

*** HARVEY ***

Lorraine Greenman, O.D., 15437 Broadway Ave
Lorraine Building
Rexford E. Greenman, O.D., 15437 Broadway Avenue
Optical & Co. Building
Stephen C. Greenman, O.D., 15437 Broadway Avenue
Optometric Building
Paul W. Harrison, O.D., 15437 Broadway Avenue
Richard P. Lubin, O.D., 15437 Broadway Avenue
Quintanette Building
Carol Lynn Weiss, O.D., 15437 Broadway Avenue
Optometric Building

*** HAWANA ***

Carroll O. Strummen, O.D., 1024 E. Market

*** HEERIN ***

Fred R. Bayl, O.D., 416 W. Monroe
Herchel Metzer, O.P., 416 W. Monroe

*** HIGHWAY HILLS ***

Bernis J. Gardner, O.D., 8700 W. 95th St.
Elvin J. Gardner, O.D., 8700 W. 95th St.

*** HIGHLAND ***

Jarvis J. McCusker, O.D., 1119 Washington
Robert H. Rosenthal, O.D., 623 9th St., P.O. Box 68
Richard J. Avenhall, O.D., 623 9th St., P.O. Box 68

*** HIGHLAND PARK ***

Harold B. Durtschlag, O.D., 550 Roger Williams Ave

*** HILLSBORO ***

Douglas W. Johnson, O.D., 675 School St.
Willard L. Johnson, O.D., 200 E. Mechanic St.

*** HULLINGO ***

A. M. Leccardi, O.D., 436 N. Wood Rd.

*** HOFFMAN ESTATES ***

Juel B. Katcher, O.D., 1115 N. Roselle Rd.
Gay I. Margen, O.D., 1115 N. Roselle Rd.

*** HOMETOWN ***

Man I. Enz, O.D., 4076 S.W. Hwy (at 87th St.)

*** HOMEWOOD ***

Robert Cohen, O.D., 18019 Due Hwy
Sol J. Rivkin, O.D., 18316 Governor's Hwy

*** JACKSONVILLE ***

Joseph A. Sabella, O.D., 237 E. State St.

*** JACREVILLE ***

Jerome J. Kitchner, O.D., 211 North State St.

*** JOHNETT ***

Eileen Burdyes, O.D., 302 N. Hammies Ave
John E. Hamilton, O.D., 2301 Glenwood Ave
B. S. Henken, O.D., 7317 W. Jefferson
Denny W. West, O.D., 2201 Glenwood Ave
Jann J. Maesch, O.D., 2201 Glenwood Ave
Joseph A. Moore, O.D., 330 N. Madison

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• **MONMOUTH** •
 Gary D. Bullin, O.D., 98 Public Square
 Daniel M. Doyle, O.D., 33 Public Square
 • **MONTECELLO** •
 D. C. Ruppe, O.D., 112 S. Charles St., P.O. Box 429
 • **MORRIS** •
 George A. Reebuck, O.D., 115 E. Jefferson St., Box 311
 • **MORTON** •
 Thomas S. Hellrich, O.D., 104 E. Queenwood
 John A. McIntyre, O.D., 120 E. Jackson
 Richard C. Viller, O.D., 104 E. Queenwood
 • **MORTON GROVE** •
 Arlene Agrest, O.D., 9179 N. Washington Rd.
 • **MOUND** •
 Clyde W. Johnson, O.D., P.O. Box 217
 • **MONTAQUA** •
 Paul F. Bresnan, O.D., 118 N. Main St.
 • **MT. CARMEL** •
 Leo M. Bishop, O.D., 500 Market St.
 Donald R. Tompugh, O.D., 310 Market St.
 • **MT. PROSPECT** •
 John P. May, O.D., 207 S. Emerson St.
 Conrad E. Marsh, O.D., 201 W. Prospect Avenue
 • **MT. VERNON** •
 Kenneth Clark, O.D., Janet Square Mall
 Terry G. Cook, O.D., 2515 Broadway
 Curtis A. Parker, O.D., 727 Broadway
 • **MARYSVILLE** •
 Frederick S. Boudin, O.D., 218 S. Main St.
 Hadden S. Depina, O.D., 111 E. Jefferson St.
 Alan F. Ruck, O.D., 29 E. Webster
 George J. McKelvey, O.D., 76 E. Jefferson
 Floyd D. Mitterer, O.D., 111 E. Jefferson St.
 Alan O. Schindler, O.D., 1224 Upper Blvd.
 Alan W. Sims, O.D., 111 E. Jefferson St.
 • **NEW ALBANY** •
 Robert F. Mun, Jr., O.D., New Athens
 Area Medical Center
 • **NEW BADEN** •
 William L. Kemp, O.D., 100 E. Hancock
 • **NEW LENOX** •
 John M. Lancaster, O.D., 1234 N. Cedar Rd.
 • **NIJES** •
 Harold Culler, O.D., 7900 N. Milwaukee Ave.
 Walter J. Zinn, O.D., 6118 Milwaukee Ave.
 • **NOKOMIS** •
 Robert E. Wooley, O.D., 104 S. Pine
 • **NORMAN** •
 Randall D. Burgeff, O.D., 215 S. Lyden
 Thomas F. Thurgate, III, 414 E. College

• **MORRISON** •
 Morton S. Beckwith, O.D., 7402 W. Irving Park Rd.
 Frank Levin, O.D., 8524 W. Lawrence Ave.
 • **MORTINGROCK** •
 Ann B. Kait, O.D., 1290 Shermer Rd.
 Joseph F. Nau, O.D., 1250 Shermer Rd.
 Robert G. Mitterer, O.D., 1251 Shermer Rd.
 • **MORTLAKE** •
 Salvatore Corvino, O.D., 404 East North Ave.
 • **OAK FOREST** •
 Harold L. Kirschner, O.D., 5120 W. 159th St.
 Paul S. Kirschner, O.D., 8320 W. 159th St.
 • **OAK LAWN** •
 Harold F. Davis, O.D., 4653 W. 95th St.
 V. R. Kisch, O.D., 717 W. 95th St.
 Joseph M. Maher, O.D., 4641 W. 103rd St.
 Alan D. Mather, O.D., 4511 W. 95th St.
 Brian S. Mather, O.D., 4633 W. 95th St.
 Kenneth E. Saper, O.D., 4631 W. 95th St.
 Floyd W. Woods, O.D., 5311 West 95th St.
 • **OAK PARK** •
 Michael J. Bowler, O.D., 950 S. Oak Park Ave.
 Harold L. Mahan, O.D., 950 S. Oak Park Ave.
 • **OTAWA** •
 Bob W. Burton, O.D., 117 E. 1st St.
 • **OLNEY** •
 Boylun Baird Smith, O.D., 115 East Market St.
 Kenneth D. Strohman, O.D., Box 250, 116 S. Fair St.
 • **OLYMPIA FIELD** •
 Mary Lou French, O.D., 2555 W. Lincoln Hwy.
 Sal Tannebaum, O.D., 2555 W. Lincoln Hwy.
 • **OREGON** •
 David J. Anderson, O.D., 305 N. Fourth St.
 • **ORLAND PARK** •
 Mary Lou French, O.D., 15100 S. La Grange Rd.
 United Savings Bank
 Daniel P. O'Brien, O.D., 10001 W. 143rd St.
 John M. O'Brien, O.D., 10001 West 143rd St.
 Janet M. Sanderson, O.D., 9924 W. 143rd Pl.
 Sal Tannebaum, O.D., 15100 S. La Grange Road
 United Savings Building
 • **OTTAWA** •
 John T. Emmert, O.D., 817 Columbus St.
 Richard J. Gabaude, O.D., 231 W. Madison St.
 David A. Goodrich, O.D., 351 W. Madison St.
 M. William Greenspan, O.D., 231 W. Madison St.
 F. Fernick Taylor, O.D., 417 W. Madison St.
 • **PALMINE** •
 William A. Ernslein, O.D., 251 E. Northwest Hwy.

(312) 456 7667
 (312) 456 0800
 (312) 272 3200
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 (312) 272 2221
 (312) 562 5522
 (312) 687 0600
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 (312) 437 1510
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 (312) 423 2500
 (312) 848 1717
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 (618) 632 2020
 (618) 392 6246
 (618) 392 8261
 (312) 748 2060
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 (615) 732 3121
 (312) 450 2010
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 (615) 433 2486
 (312) 358 4950

(209) 734 3108
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 (217) 762 3676
 (615) 942 1951
 (209) 263 0611
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 (312) 965 0277
 (618) 745 9732
 (217) 768 3316
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 (618) 598 4844
 (615) 485 3431
 (312) 966 8010
 (312) 825 8339
 (217) 563 8321
 (209) 454 2472
 (209) 457 9414

(Continued from page 10104)

Cost of Optional Insurance

<i>Amount of Insurance</i>	<i>Your Cost Per Pay Period</i>	<i>Amount of Insurance</i>	<i>Your Cost Per Pay Period</i>
\$ 1,000	\$ 0.18	\$ 31,000	\$ 5.73
2,000	0.37	32,000	5.92
3,000	0.55	33,000	6.10
4,000	0.74	34,000	6.29
5,000	0.92	35,000	6.47
6,000	1.11	36,000	6.66
7,000	1.29	37,000	6.84
8,000	1.48	38,000	7.03
9,000	1.66	39,000	7.21
10,000	1.85	40,000	7.40
11,000	2.03	41,000	7.58
12,000	2.22	42,000	7.77
13,000	2.40	43,000	7.95
14,000	2.59	44,000	8.14
15,000	2.77	45,000	8.32
16,000	2.96	46,000	8.51
17,000	3.14	47,000	8.69
18,000	3.33	48,000	8.88
19,000	3.51	49,000	9.06
20,000	3.70	50,000	9.25
21,000	3.88	51,000	9.43
22,000	4.07	52,000	9.62
23,000	4.25	53,000	9.80
24,000	4.44	54,000	9.99
25,000	4.62	55,000	10.17
26,000	4.81	56,000	10.36
27,000	4.99	57,000	10.54
28,000	5.18	58,000	10.73
29,000	5.36	59,000	10.91
30,000	5.55	60,000	11.10

If your annual salary exceeds the amount shown above, your cost per pay period is \$0.185 per \$1,000 of insurance purchased.

You can, of course, elect Optional Life Insurance in an amount less than the maximum allowed in units of \$1,000. It should be noted, however, if you do not elect the maximum it is not possible to increase your amount without furnishing medical evidence satisfactory to the Insurance Company.

If you elect the maximum amount, adjustments in coverage and deductions due to a change in your salary will be made as your salary changes.

Enrollment Procedures

All employees must complete an enrollment form. This is necessary even if you do not wish to enroll for any optional insurance in order to receive the City paid insurance, to record your beneficiary and to receive your Certificate of Insurance. Completed enrollment forms should be returned to your timekeeper. Do not separate the enrollment form.

Effective Date of Coverage

The basic \$2,500.00 of life insurance and \$1,000 of Accidental Death and Dismemberment Insurance is automatically effective on the first day of the month following your date of hire.

In order for you to obtain the Optional Life Insurance you must enroll for the additional coverage within 31 days from the date you are hired. If you enroll within the 31 days, the Optional coverage will be effective on the first day of the month following the date your enrollment form is received and approved by your timekeeper.

You have only this one opportunity to obtain the Optional Life Insurance without having to submit medical evidence. Unless you enroll for the Optional Life Insurance within 31 days from your date of hire, you will be required to submit evidence of insurability satisfactory to the Insurance Company if you should desire to participate in the Optional Plan at a later date.

IMPORTANT PROVISION: If you are not actively at work on the date your insurance would otherwise be effective, as stated in the previous paragraphs, the effective date of your insurance shall be deferred until you return to active work and resume all your normal and regular duties for a period of two consecutive weeks.

Disability Provision

Permanent and Total Disability: Should you become totally and permanently disabled while insured and before reaching age 60, the insurance may be continued without payment of premiums. Annual proof of continuation of the disability is required.

Change of Beneficiary

You may change your beneficiary at any time by completing a Change of Beneficiary Form and sending it to the Insurance Company.

Cancellation

You may cancel this insurance at any time by notifying your timekeeper. If you wish to reinstate at a later date, you will need to provide evidence of insurability satisfactory to the Insurance Company.

Termination and Conversion

Your Basic Life Insurance terminates on your last day of active employment. The Optional Life Insurance terminates automatically at midnight on the last day of the pay period during which premiums were paid. You may convert all or part of your Group Life coverage without a medical examination to an individual life policy, in any form available from Bankers Life and Casualty Company, except term insurance, at the regular rate for your age and occupation at the time of termination. To convert your insurance, make written application to Bankers Life and Casualty Company within 31 days after your work stops.

This brochure is a guide to the main points of your Group Life Insurance Plan. The contents are not to be accepted or construed as a part of, or substitute for, the provision of the Master Policy or Individual Certificate of Insurance.

Underwritten By

BANKERS LIFE AND CASUALTY CO.

Group Division

Chicago, Illinois 60630

DEPARTMENT OF PERSONNEL

CHARLES A. POUNIAN
Director of Personnel

JOAN COLE
Deputy Director of Personnel

APPENDIX G

Equal Opportunity

Section 1. Compliance with Court Settlements and Decrees

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

Section 2. Hiring and Recruitment

A. Goals

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

B. Programs

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

Section 3. Transfers and Promotions

A. Goal

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

B. Programs

1. Training

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

2. Equality of Opportunity

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

3. Remedying Past Discrimination

There shall be an immediate review of the status of all Black and Hispanic fire fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting that conclusion. Where

it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and are otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establishment of Responsibility for Implementation

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

b. Agreement Prohibits Sex Discrimination

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

Section 4. Community Advisory Board

A. Composition

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

B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanics holding positions in each category and rank. Copies of written examinations will be

made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance or research, technical assistance specialists, and other personnel.

APPENDIX H
EMS Manning Schedule

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

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

APPENDIX I
*Supplementary Agreement
(Eligibility List 8106)*

In recognition of the undersigned parties mutual interest in promoting harmonious relations within the Department that will assure the effective assimilation of new employees into the Department, the Employer and the Union agree to the following mutual undertakings with respect to maintaining the eligibility status and priority of persons on eligibility roster No. 8106 and the recruiting of minority applicants:

1. Eligibility roster No. 8106 will be utilized to hire new employees until such time as such use conflicts with the terms of the order entered on June 21, 1979 by Judge McCarr in U.S. v City of Chicago, 73 C 661.

2. If during the term of the Contract eligibility roster No. 8106 cannot be utilized to hire new employees in compliance with the terms of such court order the priority status of persons on eligibility roster No. 8106 who have not yet been hired shall be resolved as follows:

a) The parties acknowledge that an actual controversy presently exists between them as to the priority status that may be approved for such persons consistent with applicable law;

b) It is the position of the Employer that the maximum priority status that may be afforded such persons under applicable law is as follows:

Persons previously on such roster not yet hired shall have the right to apply for the new eligibility roster and to have the better of the score obtained on either the physical performance test administered for eligibility roster No. 8106 or on the physical performance test administered for the new eligibility roster

for purposes of determining their employment eligibility status or ranking as among and between all candidates for the new Firefighters eligibility roster. Age requirements shall be waived by the Employer with regard to any person on eligibility roster No. 8106 who applies for the next succeeding eligibility roster.

c) It is the position of the Union that the present eligibility and priority status of persons on eligibility roster No. 8106 may be preserved in relation to future applicants who are not members of a minority group without contravening applicable law. Such priority status entitles persons presently on the roster to be called and offered employment in the order of their numerical rank on the list subject to the one to one minority hiring ratio established by the court order entered on June 26, 1979.

d) The Employer does not object to affording persons on eligibility roster No. 8106 the priority status proposed by the Union provided such action does not contravene applicable law.

e) The Employer agrees to support the right of the Union to intervene in any action or proceeding which affects the status of any person presently on eligibility roster No. 8106 and to provide the Union with notice of any action or court proceeding initiated by the City or any party which affects such status. The Employer and the Union agree to abide by whichever position is judicially sustained.

3. Notwithstanding the existence of the above described controversy the parties agree that the Employer will utilize the IAFF Labor Recruitment Program for the purpose of recruiting minority applicants for employment and placement on a new eligibility roster. The City and the Union agree to share equally the cost of salary and travel expenses of the IAFF personnel necessary to implement the Program. Additional staff for the Program will be drawn from existing City personnel.

4. The Employer agrees to provide the Union with all relevant information concerning persons hired off eligibility roster No. 8106.

5. The Employer and the Union will meet jointly and with representatives of the U.S. Department of Justice at mutually agreeable times for the purpose of implementing and monitoring the progress of the recruitment Program. The target date for the implementing the IAFF recruitment Program shall be March 1, 1982.

(Signed) JANE M. BYRNE,
Mayor,
City of Chicago

(Signed) FRANK MUSCARE,
President, Chicago Firefighters Union, Local 2

(Signed) STANLEY J. GARBER,
Corporation Counsel,
City of Chicago

(Signed) J. DALE BERRY,
Attorney for Chicago Firefighters Union, Local 2

APPENDIX J
Strike Settlement Agreement

It is Hereby Agreed between the undersigned parties (hereinafter referred to respectively as the "Union" and the "City") that in consideration of their mutual agreement to the collective bargaining agreement to be signed, and to which this shall be attached as an appendix and incorporated therein, the following additional covenants are made:

1. The Union will terminate the strike and all firefighters participating in the strike will return to duty on March 8, 1980, at 8:00 a.m. in accordance with a transition plan of the Department.

2. (a) The City of Chicago shall take no disciplinary or retaliatory action against any member of the uniformed Chicago Fire Department, the IAFF, the AFFI, Paramedics, candidates or prospective members for activities relating to their participation in the strike other than the following:

(I) All strikers shall work one (1) Daley Day at a time to be scheduled by the City to maximize manpower in high risk areas of the City.

(II) The disciplinary charges heretofore filed against Battalion Chiefs shall be withdrawn and a disciplinary suspension of four (4) days assessed.

(b) The Chicago Firefighters Union Local No. 2 and its members, will take no disciplinary or retaliatory action against any member of the Chicago Fire Department, candidate or prospective member who reported to work during the period from February 14, 1980 to March 8, 1980, or were otherwise engaged in the performance of the duties of members of the Chicago Fire Department during such periods.

3. The City shall cause the withdrawal and dismissal with prejudice the cause of action *City of Chicago vs. Chicago Firefighters Union, Local 2, et al*, 80CH1001, currently pending in the Circuit Court. Concurrently, the City shall ask that the Court use its discretion as to requests of the Union and other parties that it vacate and show leniency with respect to fines and orders of commitment previously entered pursuant to citations for contempt.

4. Each party agrees and covenants not to sue the other for any claim, demand or cause of action which it may have or claim to have against the other for damages arising out of or in connection with the strike; and shall extend to and include Chicago Firefighters Union, Local No. 2, its members and agents, and the International Association of Firefighters. It is expressly understood that neither this covenant nor anything herein contained shall constitute or be pleaded as any admission of liability whether between the parties or as to claims of third parties, and that this covenant shall not affect any right either party may have to seek contributions or assert the liability of the other party by way of interpleader of third-party claim in any action brought by a person or persons not party hereto.

5. The parties agree to make every effort to achieve reconciliation and restoration of a harmonious working environment after the membership returns to work.

6. Any question or dispute concerning the application or interpretation of the Strike Settlement Agreement shall be subject to arbitration in accordance with the grievance procedure, Article X of the collective bargaining agreement to which this agreement is appended.

DATED: March 8th, 1980
THE CITY OF CHICAGO

(Signed) JANE M. BYRNE, *Mayor*.

CHICAGO FIRE FIGHTERS UNION
LOCAL NO. 2

(Signed) WILLIAM J. REDDY, *President*.

Letter of Understanding Regarding Cooking Clubs

In the interest of achieving a reconciliation and restoration of the harmonious working environment which both parties agree is necessary for the efficient and effective operation of the Chicago Fire Department (CFD), and in recognition of the progress made to date in negotiating a 1981 Contract, the City of Chicago and the Union agree to the following:

1. Cooking Clubs have been a part of the Chicago Fire Department since its inception and are an important factor in the harmonious daily operations of the Fire House. As such, Cooking Clubs are meant for use of all members of the CFD working daily and should not be used for disciplinary or punitive actions.
2. The exclusion of members of the CFD solely because they worked during the strike is contrary to re-establishing harmony in the fire stations, as well as the principles set forth in the Strike Settlement Agreement, Para. 2(b), and the Supplementary Agreement, Part 1, Para. 1.
3. Therefore, the Union will direct its members to open participation in the Cooking Clubs to all members of the Fire Department who desire to participate effective February 2nd, 1981.

It is understood that a member may choose not to participate, but must not be excluded by any other person because of his/her status as a non-striker. All participants are, however, required to pay a fair and equal share of the Cooking Club expenses. Previous practices regarding the purchase and preparation of food shall be maintained. Any disputes arising concerning the application or interpretation of this Letter of Understanding shall be subject to resolution through the grievance procedure, Article X of the parties agreement effective March 8th, 1980.

LOCAL NO. 2
CHICAGO FIRE FIGHTERS UNION

CITY OF CHICAGO

(Signed) FRANK J. MUSCARE
President

DONALD J. STENSLAND
Executive Assistant
to the Fire Commissioner

Dated: February 2, 1981.

*Letter of Understanding Regarding Number of Engine
and/or Truck Companies*

During calendar year 1982 the Fire Department will not effect a permanent change in the number of engine and/or truck companies.

However, the parties recognize that circumstances may change in 1983, and that as a result the Department may have to change the present number of engine and/or truck companies.

In such event, and prior to any change in the number of engine and/or truck companies becoming effective, the Department agrees to notify and meet with the Union at least 30 days in advance. At such meeting, the Department will discuss with the Union its reasons for effecting a change in the number of engine and/or truck companies. Upon request, in order to facilitate the discussion, the Department will provide the Union with access to reports supporting any reason for the change stated to the union or public.

Any recommendations offered by the Union at the aforesaid meeting will be given careful consideration. Only after such consideration will the Department's decision be implemented.

Dated: March 1, 1982.

(Signed) FRANK MUSCARE,
President, Chicago Firefighters Union

(Signed) WILLIAM BLAIR,
Fire Commissioner

*Letter of Understanding Regarding Compliance with 1981
Contract and Arbitrated Awards*

This letter confirms the Employer's and the Union's agreements regarding compliance with the terms of the 1981 contract and the Employer's commitments regarding the resolution of outstanding grievances and grievance arbitration awards.

1. Walsh Suspension

A letter was sent to Peter Walsh on January 5, 1982, requesting that he pick up his back-pay check.

2. Hardy/King Promotion

James Hardy and D. King will be promoted on the next regular department promotion order and they will then be paid back pay due to them pursuant to such awards on the next pay date after the pay period in which they are promoted.

3. Pay For Hours Worked

The City will increase the payment to the Union from \$188,000 to \$288,000, in compliance with the Pay For Hours Worked award for monies paid by the Union for insurance premiums upon receipt of evidence verifying same. Payment of the \$288,000 will be made no later than January 18, 1982. The parties further agree to assemble as soon as possible all available evidence in their possession related to establishing the members of the bargaining unit who reported for work on February 21, 1980. The parties agree to meet with Arbitrator Lieberman at his first available date and to submit for decision by him the question of the most expeditious and economical method of utilizing available evidence to identify the eligible members. Once such determination is made the Department will comply with such award within thirty (30) days.

4. EMS Promotions

In settlement of the pending grievance filed by the Union concerning the provisions of Article 9.3(c) of the 1981 contract, the City agrees as follows:

a) To issue a promotional order not later than February 1, 1982, ordering the promotion of nine (9) EMS District Officers, Twenty-seven (27) EMS Field Officers, and sufficient Paramedic Officers to man, on a daily basis, a minimum of thirty-nine (39) ambulances.

b) Such promotions shall be made in rank order from the existing eligibility list as described in Section 9.3B.

c) Such promotions shall be effective on April 1, 1982 or upon final ratification of the 1982-1983 contract by the City, whichever is sooner.

5. 1981 Salary Increases

The City will issue the checks due for the two percent pay increase awarded by Arbitrator Schmertz within three (3) days of the date the parties reach tentative agreement as to the terms of the 1982 contract but in no event later than January 11, 1982.

6. Holiday Pay

The City will issue the checks due for the holiday pay due under the 1981 contract as soon as possible, but in no event later than February 16, 1982.

7. Flag Patches

The parties agree that the Uniform Committee will meet to discuss the proposed new flag patches not later than February 1, 1982. Notwithstanding the foregoing, there will be full compliance with Chicago Fire Department Order No. 81-081, issued December 4, 1981.

8. Seniority Definition

The Employer acknowledges that the Union has grievances regarding the Employer's compliance with the definition of Seniority under Article 9.1A of the 1981 contract. The Employer agrees that in order to resolve this grievance in the most expeditious and economical manner the Union will file a Union grievance as the Employer's application of Seniority prior to January 1, 1982 on behalf of all affected members. To resolve future potential problems over this issue and to avoid the filing of further grievances the Employer agrees that, effective January 1, 1982, a suspension shall not affect an employees length of continuous service.

9. Paramedic Pension Coverage

In furtherance of the Employers obligation under Article 12.3(B) of the 1981 contract the Employer agrees that the following steps shall be taken to achieve pension coverage for Paramedics within the Fireman's Annuity Benefit Fund.

The Employer will issue a letter to its Legislative Representative stating, (1) the Employer's support for the enactment of legislation necessary to achieve such pension coverage; and (2) scheduling a meeting with the Union's Legislative Representative to assure coordination of lobbying efforts. Such meeting shall be scheduled no later than February 1, 1982 and a copy of such letter will be provided to the Union no later than January 15, 1982.

10. First Step Grievance Resolution

The parties agree that the proper and effective utilization of the grievance procedure requires resolution and adjustment of grievances prior to the Arbitration Step and particularly at the First Step. The parties therefore agree to schedule a meeting no later than February 18, 1982 for the purpose of discussing alternatives for making the First Step of the grievance procedure more effective.

(Signed) WILLIAM R. BLAIR,
Commissioner, Chicago Fire Department

(Signed) GREGORY SCHROEDTER,
Counsel

(Signed) FRANK MUSCARE,
President, Local 2 CCFU, IAFF

(Signed) J. DALE BERRY,
Counsel

*Motion to Suspend Rules--ON TWO PROPOSED ORDINANCES
CONCERNING SUPPLEMENTAL APPROPRIATION AND TAX LEVY
TO PROVIDE NECESSARY FUNDS RELATED TO LABOR
CONTRACT WITH FIRE FIGHTERS UNION
LOCAL NO. 2.*

Alderman Frost moved to *Suspend the Rules Temporarily* to take up Out of the Regular Order of Business two proposed ordinances referred to the Committee on Finance on March 19, 1982. The motion *Prevailed*.

Authority Granted for Supplemental Appropriation for Year 1982.

The Committee on Finance submitted the following report:

CHICAGO, March 29, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Office of the Mayor transmitting a proposed ordinance authorizing a Supplemental Appropriation for the Year 1982 in the amount of \$6,162,108.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--44.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has entered into a labor contract with Chicago Fire Fighters Union, Local 2, International Association of Fire Fighters, AFL-CIO, CLC; and

WHEREAS, Article V, Section 5.1 of said labor contract establishes Salary Schedules for Uniformed Fire Department Positions (Appendix B of said contract), which schedules differ from those set forth in City of Chicago's Annual Appropriation Ordinance adopted December 11, 1981; and

WHEREAS, Implementation of the labor contract's salary schedules, mileage allowances, and optical program requires additional Corporate Fund appropriations for 1982; and

WHEREAS, Section 2 of the ordinance ratifying and adopting the labor contract states: "This Ordinance shall govern and prevail over all ordinances, statutes, and rules and regulations contrary to or inconsistent with the terms of this Ordinance"; and

WHEREAS, Sound management practice, as well as long-established tradition, favors a maintenance of as high a degree of parity as is possible in terms of employment between the Uniformed Police and Fire Personnel; and

WHEREAS, Extending to our Uniformed Police Personnel the longevity pay provisions agreed upon in the Fire Fighters contract requires additional Corporate Fund appropriations for 1982; now, therefore,

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

SECTION 1. The following amounts are hereby appropriated from the Corporate Purposes Fund for the fiscal year beginning January 1, 1982 and ending December 31, 1982 for the following objects and purposes (indicated by an asterisk *) said amounts being in addition to the appropriations made by the Annual Appropriation Ordinance for 1982 and amendments thereto:

FIRE DEPARTMENT 100.4210	Supplemental Appropriation	From	To
.005 Salaries and Wages-On Payroll		\$ 132,161,742	\$ 137,004,250
.015 Schedule Salary Adjustments		1,228,967	1,546,262
For adjustment in salaries of Fire Department Sworn Personnel beginning			

	<i>Supplemental Appropriation</i>	<i>From</i>	<i>To</i>
.017 July 1, 1982 per Schedule F For adjustment in salaries of Fire Department Sworn Personnel beginning		41,000	1,200,000
.018 December 1, 1982 per Schedule F	-0-	199,200	
.020 Overtime		3,200,000	2,000,000
*4210.000 FOR PERSONAL SERVICES	\$ 5,318,003	\$ 138,687,909	\$ 144,005,912
.228 Automobile Allowances - Schedule Rate		85,000	198,000
*4210.200 FOR TRAVEL	\$ 113,000	\$ 95,000	\$ 208,000
DEPARTMENT OF POLICE 100.4110			
.015 Schedule Salary Adjustments		\$ 1,604,626	\$ 1,927,626
*4110.000 FOR PERSONAL SERVICE	\$ 323,000	\$ 390,909,848	\$ 391,232,848
DEPARTMENT OF FINANCE - GENERAL 100.9112			
For the cost of claims and administration or premiums for Optical Coverage for Police and			
.057 Fire Department Sworn Personnel	\$ 935,000	\$ 1,035,000	
*9112.000 FOR PERSONAL SERVICES	\$ 100,000	\$ 74,533,399	\$ 74,633,399
*9114.660 For Loss in Collection of Taxes	\$ 308,105	\$ 6,313,446	\$ 6,621,551

Total Supplemental Appropriation \$6,162,108

which amounts are to be payable out of an additional tax to be levied for the purpose of paying the same.

SECTION 2. For the purpose of expenditure and accounting control the appropriations herein, are made in accordance with the standard classification of accounts as provided in Section 7-13 of the Municipal Code of Chicago.

SECTION 3. The Comptroller and heads of all departments and other agencies of the City government shall administer the amount appropriated in this ordinance by standard accounts as specified by code numbers and letters, designation of which may be amended or altered by the Comptroller to suit the need of proper classification in accordance with the standard classification of accounts and with the official manual of the City of Chicago issued by the Department of Finance in which are specified the details of commodities, services, benefits and claims chargeable to the respective standard accounts.

SECTION 4. The appropriations herein made for salaries and wages shall be regarded as the maximum amounts to be expended, in addition to the amount set forth in the 1982 Annual Appropriation Ordinance, under such respective appropriation account.

SECTION 5. This ordinance shall be in full force and effect 10 days from and after due passage and publication thereof.

Authority Granted for Levy of Taxes for Corporate Purposes for Year 1982.

The Committee on Finance submitted the following report:

CHICAGO, March 29, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Office of the Mayor transmitting a proposed ordinance authorizing a Levy of Taxes for Corporate Purposes for the Year 1982 in the amount of \$6,162,108.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--44.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The sum of Six Million, One Hundred Sixty-two Thousand, One Hundred and Eight Dollars (\$6,162,108), ascertained by the City Council as the total amount of supplemental appropriations heretofore legally made for the enumerated corporate purposes to be provided for by a supplemental tax levy to the 1982 tax levy ordinance, is hereby levied for the year 1982 upon all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-five Million, Seven Hundred Sixty-two Thousand, One Hundred and Thirty Dollars (\$365,762,130) levied for all corporate purposes for the year 1982 by ordinance passed January 14, 1982. The purposes for which supplemental appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1982 annexed to and made a part of this ordinance. The total supplemental amounts appropriated and levied for each of said purposes respectively are set forth in separate columns:

Code

		<i>Amounts Appropriated</i>	<i>Amounts Levied</i>
DEPARTMENT OF POLICE			
4110.000	For Personal Services	\$ 323,000	\$ 323,000
FIRE DEPARTMENT			
4210.000	For Personal Services	5,318,003	5,318,003
4210.200	For Travel	113,000	113,000
DEPARTMENT OF FINANCE - GENERAL			
9112.000	For Personal Services	100,000	100,000
9114.960	For Loss in Collection of Taxes	<u>308,105</u>	<u>308,105</u>
	Total Appropriated and Levied	\$ 6,162,108	\$ 6,162,108

SECTION 2. The City Clerk is directed to file certified copies of this ordinance, together with copies of the annexed supplemental appropriation ordinance for the year 1982, with the County Clerk of Cook County and with the County Clerk of DuPage County.

SECTION 3. This ordinance shall be in full force and effect 10 days from and after due passage and publication thereof.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*MAYOR'S REAPPOINTMENT OF MARSHALL KORSHAK
AS MEMBER OF CHICAGO POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 30, 1982.

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

LADIES AND GENTLEMEN--I have reappointed Mr. Marshall Korshak as a member of the Chicago Police Board. Said term is to expire April 26, 1987.

I respectfully request your approval of this reappointment.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE APPLICATION TO
COOK COUNTY ASSESSOR FOR CERTIFICATION OF BELDEN-NORMANDY
PROJECT AS AREA IN NEED OF COMMERCIAL DEVELOPMENT.

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 30, 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 for Authorization for Application to the Cook County Assessor for Certification of the Belden-Normandy Project as an Area in need of Commercial Development.

Enactment of this ordinance by the City Council will greatly facilitate development of the Belden-Normandy Project.

Your favorable consideration of this ordinance will be appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING
ORDINANCE IN AUSTIN-LAKE 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 30, 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 an R5 General Residence District in the Austin-Lake Redevelopment Project.

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

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING
ORDINANCE FOR WEST TOWN NEIGHBORHOOD HEALTH CENTER.

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 30, 1982.

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

LADIES AND GENTLEMEN--At the request of Mr. Jerome R. Butler, Commissioner of the Department of Public Works, I am transmitting herewith, copies of an application of an amendment to the Chicago Zoning Ordinance for Institutional Planned Development No. 94, as amended, for the West Town Neighborhood Health Center.

Enactment of the ordinance by the City Council would greatly facilitate the expansion of this facility.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 7 TO
NEAR WEST SIDE CONSERVATION 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*:

March 30, 1982

COMMUNICATIONS, ETC.

10129

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 30, 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. 7 to the Near West Side Conservation Plan."

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on March 23, 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 APPROVE SALE OF CERTAIN
LAND IN AUSTIN-LAKE 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 Housing, City and Community Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 30, 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 The Sale of Certain Land in the Austin-Lake Redevelopment Project."

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on March 23, 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 AUTHORIZE SALE OF NO. 6512
S. PAULINA ST. TO MR. AND MRS. ROBERT L. HICKS.

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 30, 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, "Authorizing the Sale of 6512 South Paulina Street to Mr. and Mrs. Robert L. Hicks."

Your favorable consideration of this ordinance will be greatly appreciated.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO REPEAL PORTION OF ORDINANCE
WHICH ESTABLISHED GRADES OF SUNDRY STREETS IN CITY.

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 30, 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 Sewers, I transmit herewith an ordinance repealing portions of an ordinance heretofore passed which established the grades of sundry streets in the City of Chicago.

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:

"CANCER CONTROL MONTH IN CHICAGO":
Month of April, 1982;

"KNIGHTS OF COLUMBUS--FOURTH DEGREE DAY"
April 18, 1982;

"SISTERHOOD OF CONGREGATION RODFEI ZEDEK JUBILEE DAY IN CHICAGO:"
June 7, 1982;

"TIMOTHY J. BRESNAHAN DAY IN CHICAGO":

March 20, 1982;

"OLD TOWN SCHOOL OF FOLK MUSIC WEEKEND IN CHICAGO":

March 19-21, 1982;

"EDWIN C. "BILL" BERRY DAY IN CHICAGO":

March 20, 1982;

"TRANSPORTATION WEEK IN CHICAGO":

May 16-22, 1982;

"CHICAGO DESIGN AND DRAFTING WEEK":

April 11-17, 1982;

"CHICAGO LEMON LAW DAY":

April 16, 1982;

"OUR WORLD UNDERWATER WEEK IN CHICAGO":

April 25 - May 2, 1982;

"CHILDRENS DAYS IN CHICAGO":

April 26 - May 2, 1982;

"CHICAGO DISTRICT STUDENT COUNCIL ASSOCIATION DAY":

March 25, 1982;

"CHICAGO BOYS CLUBS WEEK IN CHICAGO":

April 11-17, 1982;

"BADMINTON WEEK IN CHICAGO":

April 3 - April 10, 1982;

"VOLUNTEER WEEK IN CHICAGO":

April 18-24, 1982;

"BUSINESS OPPORTUNITY DAYS IN CHICAGO":

April 20-21, 1982;

"BETTER HEARING AND SPEECH MONTH":

Month of May, 1982;

"NATIONAL HIGH BLOOD PRESSURE MONTH IN CHICAGO":

Month of May, 1982;

"WALK FOR LIFE DAY IN CHICAGO":

May 1, 1982;

"CHICAGO ULTRAMARATHON DAYS":

October 2-3, 1982;

"GAY PRIDE PARADE DAY IN CHICAGO":

June 27, 1982;

"DR. ALEXANDER M. BERNSTEIN DAY IN CHICAGO":

March 25, 1982;

"PREPARED FOODS WEEK":

October 11-15, 1982;

"ALESKA J. DUJOVIC DAY IN CHICAGO":

June 26, 1982.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

American National Bank, U/T No. 33204: Acceptance and bond under an ordinance passed on January 14, 1982 (mud basin); filed on March 23, 1982;

API Industries, Inc.: Acceptance and bond under an ordinance passed on January 14, 1982 (conduit); filed on March 23, 1982;

C & M Packing Company: Acceptance and bond under an ordinance passed on January 14, 1982 (I-beam); filed on March 23, 1982;

Central Terminal Railway Company: Acceptance and bond under an ordinance passed on September 14, 1981 (switch track); filed on March 23, 1982;

Fulton Street Wholesale Market Company: Acceptance and bond under an ordinance passed on January 14, 1982 (I-beam); filed on March 23, 1982;

North Park College Theological Seminary: Acceptance and bond under an ordinance passed on January 14, 1982 (occupy portion of N. Albany Av.); filed on March 23, 1982;

Philip Properties, Inc.: Acceptance and bond under an ordinance passed on January 14, 1982 (loading platform); filed on March 23, 1982.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on March 19, 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 30, 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 March 19, 1982 [published by authority of the City Council in accordance with the provisions of Sections 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 30, 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:

Zoning Reclassifications of Particular Areas.

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:

Marquette National Bank--to classify as a B5-2 General Service District instead of B2-1 and B2-2 Restricted Retail Districts the area shown on Map No. 16-1 bounded by

W. 63rd Street; S. Western Avenue; W. 64th Street; and the alley next west of S. Western Avenue; or the line thereof extended where no such alley exists.

Claims against City of Chicago.

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

Adkins Jasper K., Allstate Ins. Co. (2) Alexander Robinson and Rupert Taylor, American States Ins. and North American Printing, Inc.;

Boyer David L., Brown Charles;

Chishti Afag, Com-Co Insurance, Cucinotta Frank, Czyzewski Stanley C.;

Empire Roofing Co.;

Fitzpatrick Ann.;

Giannantonio Ron, Greater Acquaintance Church;

Hampton Herbie, Highland James Patrick, Hill Joseph E.;

III. Bell Telephone Co. (2);

Johnson Ester, Jones Charles, Jones James C.;

Kemper Ins. Co. and Evelyn Pizel;

Motor Vehicle Ins. and Shore Typographers, Muizar Juan M.;

Norris Aaron;

Oakley Pharmacy, Inc.;

Sasso John J., Savage Esther M., Smith Mrs. Bernadette, Solano Alesia;

Taylor Dorothy Mae, Thoman Frank.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of March 30, 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. 1950 W. Cermak Road, which was authorized by ordinance passed January 14, 1982, pages 9068-9069, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3541 S. Morgan Street, which was authorized by ordinance passed December 18, 1981, pages 8566-8567, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3410 W. North Avenue, which was authorized by ordinance passed January 14, 1982, page 7090, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1612 N. Wolcott Avenue, which was authorized by ordinance passed November 4, 1981, page 7820, 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. 1950 W. Cermak Rd.

Nandini Subbaraju, D.D.S., 1952 W. Cermak Road, Chicago, Illinois 60608: Amount bid \$1,000.00, deposit check \$100.00 (Certified check);

No. 3541 S. Morgan St.

Edward F. Koren, 3545 S. Morgan Street, Chicago, Illinois 60609: Amount bid \$6,000.00, deposit check \$600.00 (Cashier's check);

No. 3410 W. North Av.

Mervyn Dukatt, 1012 N. Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$5,000.00, deposit check \$500.00 (Cashier's check);

No. 1612 N. Wolcott Av.

Cecilia Turus, 1610 N. Wolcott Avenue, Chicago, Illinois 60622: Amount bid \$2,200.00, deposit check \$220.00 (Certified check).

*Referred--*REQUEST FOR LEGISLATION CONCERNING FRANCHISE AGREEMENTS
TO PROVIDE FOR ELECTRICAL ENERGY AND NATURAL GAS WITHIN
CITY OF CHICAGO.

Also communications from Family Advantage, addressed to the City Clerk under date of March 24, 1982, requesting introduction to the City Council of legislation concerning franchise agreements to provide for electrical energy and natural gas within City of Chicago.--*Referred to Joint Committee consisting of the members of the Committee on Finance and the Committee on Public Utilities.*

*Referred--*REQUEST FOR LEGISLATION CONCERNING DISCRIMINATION
AGAINST FAMILIES WITH CHILDREN IN RENTAL HOUSING.

Also a communication from Family Advantage, addressed to the City Clerk under date of March 24, 1982, requesting introduction to the City Council of legislation concerning discrimination against families with children in rental housing.--*Referred to the Committee on Human Rights and Consumer Protection.*

*Referred--*REQUEST FOR LEGISLATION CONCERNING TAX ON REAL
ESTATE SPECULATION AND ALSO HOMESTEAD
TAX RELIEF.

Also a communication from Family Advantage, addressed to the City Clerk under date of March 24, 1982, requesting introduction to the City Council of legislation concerning tax on Real Estate Speculation and also to provide Homestead Tax Relief.--*Referred to the Committee on Finance.*

*Placed on File--*REPORTS OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTHS OF FEBRUARY
AND MARCH, 1982.

The City Clerk transmitted the following reports received from Anthony N. Fratto, City Comptroller, which were *Placed on File* and ordered published:

PERSONAL SERVICES PAID BY VOUCHERS FOR MARCH 1981

NAME	ADDRESS	DEPT.	TITLE	ACCOUNT	RATE	MARCH
John W. Hanover	7211 Franklin Ave. Forest Park, Ill.	Animal Control	Veterinarian	Corporate	\$ 115.52 Day	\$ 3003.52
Edmund Walsh	422 W. Melrose St.	Aviation	Policy Analyst	O'Hare Revenue Fund	2166.00 Mo.	2166.00
Sam Guzzo	3657 W. Belle Plaine	"	Elec. Mechanic	"	15.15 Hr.	2181.60
Linda Montanero	60 East 32nd St. #402	Hist. Landmarks	Staff Aide	Corporate	5.70 Hr.	769.50
Charles Cook	6056 N. Kedvale	Cons. Service	Cons. Serv. Off. I	"	8.76 Hr.	1362.18
Gerard Edge	7757 S. Throop St.	"	Field Rep.	Air Quality Planng. Proj.	993.00 Mo.	993.00
Mary L. Harmon	2148 E. 81st. St.	"	Mechanics Consult	Corporate	13.70 Hr.	1164.50
Rhonda McGowan	3835 W. Arthington	"	Cons. Serv. Off. I	"	49.85 Day	498.50
Ann E. Shorey	3738 N. Racine	"	Farmers Mkt. Mgr.	"	13.00 Hr.	195.00
Mary Coogan	1256 W. Cornelia	Health	Coord. of Graphic Proj.	"	95.30 Day	762.40
Cora McGruder	329 W. 101st St.	"	Consultant	"	2200.00 Mo.	2200.00
Bashir Khan	3153 Hill Lane-Wilmette, Ill	"	Biochemist	"	2982.00 Mo.	1491.00
Robert Smith	6844 S. Ogelsby Ave.	"	Consultant	"	120.00 Day	1200.00
Vincent R. Arrigo	2851 S. Union St.	Human Services	Janitor	"	4.00 Hr.	380.00
Lisa Bauer	3856 S. Seeley	"	Summer Enrollee	Cata Youth Prog.	3.10 Hr.	173.60
Rudie Brown	402 W. Evergreen Apt. 36	"	Janitor	Comm. Action Prog.	3.50 Hr.	98.00
Lottie M. Dickey	6212 S. Morgan St.	"	Janitress	"	3.50 Hr.	560.00
August Gatto	3640 W. 65th Place	"	Janitor	Corporate	3.50 Hr.	280.00
Mike Hovarth	2758 W. Fullerton	"	"	Comm. Action Prog.	3.50 Hr.	298.00
Jerry Lester	11512 S. Wallace	"	"	Corporate	3.35 Hr.	246.23
Charles Lockett	8051 S. Morgan	"	"	Comm. Action Prog.	4.00 Hr.	616.00
Martin McLaurin	1731 N. Laramie	"	Summer Enrollee	Cata Youth Prog.	3.10 Hr.	55.80
Marko Mike Matic	5000 N. Sawyer	"	Janitor	Comm. Action Prog.	3.35 Hr.	184.24
Anna Mlarecki	7644 S. Rascher	"	Janitress	Corporate	3.50 Hr.	308.00
Nannette Therriault	7126 W. Schreiber	"	Janitor	"	3.35 Hr.	187.60
Henry Williams	945 W. 69th St.	"	"	"	4.00 Hr.	528.00
C. Jo Dieter	1849 N. Cleveland	Intergovern. Affairs	Intern on Grants	Comm. Develop Blk. Grants	4.75 Hr.	517.75
Bob Love	11150 S. Vernon	Inspectional Ser.	Food Inspector	Corporate	60.25 Day	482.00
John Cusak	11 S. LaSalle St.	Motion Pic. Appeal Bd.	Member	"	50.00 Mtg.	800.00
Mrs. N. Gerlack	3550 N. Lake Shore Dr.	"	"	"	50.00 Mtg.	800.00
Juliet R. McHamara	6225 N. Sheridan Rd.	"	"	"	50.00 Mtg.	800.00
M. H. Schaenbaum	820 N. Michigan Ave.	"	"	"	50.00 Mtg.	800.00
Hyman Feldman	340 W. Diversey Ave.	Ofc. of Mun. Inv.	Legal Advisor	"	4146.00 Mo.	4146.00

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Execution of Agreement Authorized for Removal of Architectural Barriers Under Community Block Grant for the Museum of Contemporary Art.

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

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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schulter, Volini, Stone--40.

Nays--None.

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

The following is said ordinance as passed:

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

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

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

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

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

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, incorporated herein by reference, in the amount of Sixty-five Thousand Dollars (\$65,000.00) is hereby allocated by the City of Chicago for use in facilitating removal of architectural barriers to the elderly and handicapped at the Museum of Contemporary Art, No. 237 E. Ontario Street, Chicago, Illinois 60611.

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

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

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

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

Agreement attached to this ordinance reads as follows:

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

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

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

Whereas, The City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers to the Elderly and Handicapped" funds as a grant to The Museum of Contemporary Art in the sum of \$65,000.00 for the purpose of making The Museum of Contemporary Art more accessible to the elderly and handicapped;

Now, Therefore, in consideration of said grant, in the sum of Sixty-five Thousand and No/100 Dollars (\$65,000.00), the Museum of Contemporary Art undertakes to perform as follows:

1. *Scope of Services:*

(a) The Museum of Contemporary Art shall use said grant for the following purposes:

1. Renovation of washrooms
 2. Resurfacing of stairways
 3. All engineering of architectural costs pursuant to the "Removal of Architectural Barriers to the Elderly and Handicapped" project.
- (b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the parties to provide some flexibility in the programming consistent with the best interests of the City and The Museum of Contemporary Art.

2. *Time for Performance:*

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

3. *Compensation and Method of Payment:*

(a) Compensation

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

(b) Method of Payment

The City agrees to pay the Museum of Contemporary Art an amount not to exceed \$65,000.00, which shall constitute full and complete compensation for all of the obligations undertaken by the Museum of Contemporary Art under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement supported by documents as to expenditures incurred by The Museum of Contemporary Art in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that, in no event will the total amount be paid to The Museum of Contemporary Art hereunder exceed the maximum sum of \$65,000.00.

4. *Fund Chargable:*

Expenditures under this contract shall be payable from Fund Number 337-1008.

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and to The Museum of Contemporary Art addressed to Dr. John Hallmark Neff, Director, Museum of Contemporary Art, 237 E. Ontario Street, Chicago, Illinois 60611.

6. *Terms and Conditions:*

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

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

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

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

[Signature forms omitted for printing purposes]

Part II General Conditions Non-Discrimination

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

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

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

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198-7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors' Agreements

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

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

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

Posting of Pertinent Information

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

Reporting Requirements

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

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

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

Wages

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

**Authority Granted for Issuance of a \$1,500,000 Industrial
Revenue Bond to The Harrington & King Perforating
Co., Inc.**

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 \$1,500,000.00 for a construction project by The Harrington & King Perforating Co., 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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a home rule unit of local government under the 1970 Illinois Constitution and is authorized pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, adopted on February 10, 1982 (the "Enabling Ordinance"), to issue its industrial development revenue bonds to finance the acquisition, construction, reconstruction, repair, alteration, improvement, equipping and extension of industrial development projects; and

WHEREAS, The Issuer proposes to issue \$1,500,000 aggregate principal amount of Industrial Development Revenue Bonds, Series 1982 (The Harrington & King Perforating Co., Inc. Project) (the "Series 1982 Bonds") pursuant to a Trust Indenture (the "Indenture"), by and between the Issuer and American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, Pursuant to a Loan and Security Agreement (the "Loan Agreement"), by and between the Issuer and The Harrington & King Perforating Co., Inc., a corporation organized under the laws of the State of Illinois (the "Borrower"), the Issuer proposes to lend the proceeds from the sale of the Series 1982 Bonds to the Borrower in order to provide funds to finance the improvement and equipping of an existing facility designed for the manufacture of perforated materials (the "Improvements") and to pay necessary expenses incidental thereto; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will grant the Trustee a security interest in the Improvements; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will execute and deliver its Series 1982 Note in the principal amount of \$1,500,000 (the "Series 1982 Note"); and

WHEREAS, Pursuant to the Indenture, as security for the Series 1982 Bonds, the Issuer will assign to the Trustee all of the Issuer's right, title and interest in, under and to the Loan Agreement (except the Issuer's rights to issue Additional Bonds, to consent to supplements and amendments to the Loan Agreement and to be reimbursed and held harmless, which rights are herein collectively referred to as the "Unassigned Rights") and the Series 1982 Note; and

WHEREAS, Forms of the Loan Agreement, the Series 1982 Note and the Indenture have been prepared and presented to this meeting, now, therefore,

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

SECTION 1. The acquisition, construction and installation of the Improvements and the payment of necessary expenses incidental thereto are hereby authorized and determined to be in the public interest and in furtherance of the public purposes contemplated by the Enabling Ordinance.

SECTION 2. In order to provide funds to carry out the public purposes set forth in Section 1 hereof, there are hereby authorized to be issued the industrial development revenue bonds of the Issuer in the principal sum of \$1,500,000, which bonds shall be designated Industrial Development Revenue Bonds, Series 1982 (The Harrington & King Perforating Co., Inc. Project) (the "Series 1982 Bonds").

The Series 1982 Bonds shall be issuable as fully registered bonds without coupons; shall be dated, executed and authenticated in the manner set forth in the Indenture; shall bear interest from their date on the unpaid principal thereof at the variable rate per annum set forth in Section 208 of the Indenture; shall be payable as to principal and interest at the times and in the amounts set forth in Section 208 of the Indenture; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in Article III of the Indenture.

The Series 1982 Bonds and the interest thereon shall be limited obligations of the Issuer, payable solely and only from the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note (except as may be derived by the Issuer pursuant to the Unassigned Rights). The Series 1982 Bonds and the interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Series 1982 Bonds, (ii) the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1982 Note, (iii) any insurance or condemnation award proceeds with respect to the Improvements, (iv) any proceeds derived by the Issuer or the Trustee from the sale or other disposition of the Improvements in accordance with the provisions of the Loan Agreement and the Indenture, and (v) any money arising out of the investment or reinvestment of said proceeds, income, revenues or receipts.

SECTION 3. The Series 1982 Bonds shall be issued in compliance with and under authority of the provisions of the Enabling Ordinance, this Ordinance and the Indenture and the foregoing shall be stated on the face of the Series 1982 Bonds. Additional bonds may be issued on a parity with the Series 1982 Bonds in accordance with the provisions and limitations set forth in the Indenture.

SECTION 4. The forms, terms and provisions of the proposed Loan Agreement and Indenture are hereby in all respects approved, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement and Indenture in the name and on behalf of the Issuer. The Loan Agreement and the Indenture, as executed and delivered, shall be in substantially the 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 of any and all changes or revisions therein from the forms of the Loan Agreement and the Indenture now before this meeting; and from and after the execution and delivery of the Loan Agreement and the Indenture 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 as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the Loan Agreement and the Indenture as executed.

SECTION 5. The sale of the Series 1982 Bonds to American National Bank and Trust Company of Chicago, at a price of 99% of the principal amount thereof plus accrued interest to the date of delivery, is hereby approved. As provided in Section 208 of the Indenture, the Series 1982 Bonds shall be delivered to said purchaser in the form of a single fully registered bond without coupons in the denomination of \$1,500,000.

SECTION 6. The Issuer hereby elects to have the provisions as to the \$10,000,000 limit in Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, applied to the Series 1982 Bonds; and the Mayor and City Clerk of the Issuer are hereby authorized, empowered and directed to take any and all further action which may be required to implement and effectuate such election, including, without limitation, the preparation and filing of such statement or statements or other document or documents as may be deemed by them to be necessary or advisable in order to comply with the procedure set forth in Section 1.103-10(b)(2)(vi) of the Income Tax Regulations (26 CFR Part 1) under Section 103 of the Internal Revenue Code of 1954, as amended; and all acts heretofore taken by them in this connection are hereby ratified and confirmed.

SECTION 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

SECTION 8. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption.

[Loan and Security Agreement, Memorandum of Agreement and Trust Indenture omitted for printing purposes]

**Authority Granted for Issuance of \$5,000,000.00 Industrial
Revenue Bond, Series 1982, for the Smyth Properties,
Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the issuance of a \$5,000,000.00 Industrial Revenue Bond, Series 1982, for the construction of a Project by the Smyth Properties, 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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuiter, Volini, Stone--40.

Nays--None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of April 15, 1981, with Smyth Properties, Inc. (the "Company"), whereby the Company agreed to improve and equip, or to cause an entity acting on behalf to improve and equip, an existing building for use by Homemakers Furniture, Inc. ("Homemakers"), an affiliate of the Company, as a retail furniture warehouse showroom; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on May 12, 1981; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into by the Company, for the improvement and equipping of an existing building constituting a retail furniture warehouse showroom (the "Project") within the boundaries of the Issuer, to be leased by the Company to Homemakers, and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company dated as of March 1, 1982 pursuant to which the Issuer shall lend the Company a sum sufficient to accomplish such improvement and equipping, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the improvement and equipping of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$5,000,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bonds (Smyth Properties, Inc. Project) Series 1982" upon a negotiated basis to the Purchasers named in the hereinafter described Bond Purchase Agreement; now, therefore,

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

Definitions.

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

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

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

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

"Company" means Smyth Properties, Inc., an Illinois Corporation.

"Homemakers" means Homemakers Furniture, Inc., an Illinois Corporation and an affiliate of the Company.

"Indenture" means the Indenture of Trust, dated as of March 1, 1982, by and between the Issuer and the Trustee.

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

"Letter of Credit" means the Irrevocable Stand-by Letter of Credit issued by the First National Bank of Chicago, Chicago, Illinois, in favor of the Trustee, securing the Bonds.

"Mortgage" means the First Mortgage and Security Agreement, dated as of March 1, 1982, from the Mortgagor to the Issuer.

"Mortgagor" means American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust No. 53571 established pursuant to a trust agreement dated June 27, 1981.

"Note" means the Series 1982 Note provided for in Section 4.2 of the Agreement whereby the Company promises to make installment payments on the Note in satisfaction of the Company's debt to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Project" means the building and related equipment which are to be improved and purchased by the Company in part with moneys received under the Agreement.

"Purchasers" means the institutions named as purchasers in the Bond Purchase Agreement.

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

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the improvement and equipping of the Project is not less than \$5,000,000 which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by Homemakers, as hereinafter provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the Bonds, the mortgaging of the Project by the Mortgagor to the Issuer and the assignment of the Mortgage by the Issuer to the Trustee is necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing the cost of the Project there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (Smyth Properties, Inc. Project) Series 1982, in the principal sum of \$5,000,000. The bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, as of March 1, 1982; and shall be numbered as provided in the Indenture. The Bonds shall bear interest on the unpaid principal amount thereof at the rate of 12 1/4% per annum, and shall mature serially in the principal amount of \$385,000 on March 1 of each of the years 1985 through and including 1996 and in the principal amount of \$380,000 on March 1, 1997, as more fully set forth in the form of Bond contained in the Indenture. Overdue installments of principal or (to the extent permitted by law) interest shall be payable at the rate of 13 1/4% per annum until paid. The Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture.

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

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

The Bonds in coupon form shall be signed by the Mayor by her facsimile signature and attested by the facsimile signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon.

Bonds are Limited Obligation.

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

Assignment and Mortgage.

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will, in the Indenture, assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Sections 4.2(c), 5.3, 5.7, and 6.3 of the Agreement relating to indemnification of the Issuer by the Company and the Company's obligation to pay any attorney's fees and expenses incurred by the Issuer upon the Company's default) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof.

As further security for the payment of the Note, and the principal installments of and interest on the Bonds, the Mortgagor will execute and deliver the Mortgage in substantially the form presented to this City Council, which Mortgage is now on file in the official records of the Issuer and hereby approved by this City Council, and the Company will cause the Mortgage to be recorded in the mortgage records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bonds: Execution of Documents.

SECTION 6. (a) The sale to the Purchasers of the Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) The Agreement, the Indenture and the Bond Purchase Agreement in substantially the form in which the same have been presented to this City Council and which are now on file in the official records of the Issuer are hereby authorized and approved.

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

Appointment of Trustee.

SECTION 7. The appointment of Harris Trust and Savings Bank as Trustee under the Indenture is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 8. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the making of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out

the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability.

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

Captions.

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

Provisions In Conflict Repealed

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

[Bond Purchase Agreement, Indenture of Trust, Loan Agreement and
Mortgage and Assignment of Leases and Rentals are omitted
for printing purposes]

**Execution of Redevelopment Agreement Authorized for South
Shore Community Neighborhood Multi-Family
Rehabilitation Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of an Urban Development Action Redevelopment Loan Agreement in the amount of \$283,500.00 for a project entitled South Shore Community Neighborhood Multi-Family Rehabilitation 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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schulter, Volini, Stone--40.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 12 August 1981, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for the City's Neighborhood Multi-family Rehabilitation Program; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-82-AA-17-0078 which provides funds to the Department of Housing for participation in a loan pool with private lenders, said funds to be made available for rehabilitation of multi-family residences in the South Shore Community of the City of Chicago; now, therefore,

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

SECTION 1. The Mayor is authorized to enter into and execute on behalf of the City of Chicago, and the Commissioner of the Department of Housing is authorized to enter into and execute on behalf of the Department, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement pursuant to which the City shall make available Two Hundred Eighty-three Thousand, Five Hundred Dollars (\$283,500.00) to be combined with approximately Seven Hundred Sixty-six Thousand, Five Hundred Dollars (\$766,500.00) in private funds to provide low interest rehabilitation loans to owner-occupied residential property (up to six units per building), located in the South Shore Community, as part of the City's Neighborhood Multi-family Rehabilitation Program.

SECTION 2. The Mayor and the Commissioner of the Department of Housing are further authorized to enter into and to execute any other documents, instruments and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

Whereas, The Department of Housing of the City of Chicago ("City") is the recipient of an Urban Development Action Grant ("UDAG") from the United States Department of Housing and Urban Development ("HUD") under Number B-82-AA-17-0078 ("UDAG Grant") for purposes of participating in a loan pool with South Shore Bank of Chicago ("Bank") to make available low interest loans to owner-occupied multi-family residences located in the South Shore community for purposes of rehabilitation ("Loan(s)"); and

Whereas, as a condition of the aforesaid UDAG Grant, the City is required to enter into a Redevelopment Agreement ("Agreement") with the Bank to effect the purposes of the UDAG Grant; and

Whereas, pursuant to the aforesaid condition, the City desires Bank to act as its agent for disbursement and administration of the Loan(s), and Bank is willing to so act on behalf of the City;

Now, Therefore, in consideration of the mutual promises set forth herein, City and Bank hereby make and enter into the following Agreement.

I. Project Description

- A. The purpose of the UDAG program is to combine UDAG dollars with Bank dollars for a rehabilitation loan fund to owner-occupants of buildings containing six units or less.
- B. UDAG funds, for a total amount not to exceed \$283,500 will be combined with Bank funds, for a total amount not to exceed \$766,500, in a per loan ratio of 1:27.
- C. Loans under this program shall meet the following criteria for eligibility:
 - 1) Borrower is the legal or beneficial owner of the realty;
 - 2) Borrower is the occupant of one of the units in the realty, or Bank has received a signed affidavit that he will become an occupant;
 - 3) Borrower has met credit and income standards of the Bank;

- 4) Borrower has presented a written rehabilitation plan for the realty which has been approved by the Bank, and which shall include among other things: Evidence that all permits necessary to proceed with the work have been obtained or will be obtained, as required, and a schedule for completion of the rehabilitation;
- 5) Realty contains 6 units or less and is located in the South Shore neighborhood of Chicago, defined by the boundaries of 67th Street, Stony Island Avenue, 87th Street and Lake Michigan;
- 6) Loan will be secured by a valid lien on the subject realty.

II. City's Obligations

- A. City will make available to Bank, on a per loan basis, 28% of the total amount of the rehabilitation loan approved by Bank under this program.
- B. Funds will be available from City, by check or other instrument, payable to Bank at date of closing set and determined by Bank.
- C. City will make available to Bank for closing, any documents deemed necessary by City to secure its interest in the property to be rehabilitated which are not defined in Section III C.
- D. City will charge Borrowers 0.5% interest on funds disbursed, which shall be retained by Bank as a servicing fee.

III. Bank's Obligations

- A. Bank will make available, on a per loan drawdown basis, 72% of the total amount of each rehabilitation loan approved by the Bank under this program.
- B. Bank will conduct all pre-screening of Borrowers under this program to determine their eligibility under criteria set forth in Section I C above.
- C. Bank shall draft documents for loans which shall be substantially the same for each transaction closed, and shall consist of the following:
 - 1) Commitment letter obligating Borrower to terms of Note and performance of rehabilitation plan;
 - 2) Mortgage, indicating Bank and City as Co-Mortgagees;
 - 3) Notes, indicating Bank's and City's respective interests:
 - a) Note A, representing Bank loan, will be scheduled for repayment over a period of 15 years, at the interest rate applicable at the time of closing for rehabilitation loans;
 - b) Note B, representing City loan, will be scheduled for repayment over a period of 15 years at an interest rate of 0.5%.
 - 4) An agreement by Borrower not to further encumber the realty without Bank's and City's prior written consent thereto;
 - 5) An estoppel letter from the first mortgagee (if any) which shall, in addition to the statement of the status of the first mortgage, expressly authorize the creation of a lien junior to the first mortgagee's existing lien;
 - 6) Additional documents for closing as may be required by the City for each loan (which shall be provided by City).
- D. Bank will service all loans for its own account and City's including the following:
 - 1) record mortgage and Notes;

- 2) disburse loan funds and monitor progress of rehabilitation for compliance with plan submitted by Borrower and approved by Bank;
 - 3) Bank will continue to hold as trustee for the benefit of both Bank and City all Loan Documents and shall take all reasonable steps to insure the continued security of such Loan Documents;
 - 4) collect payments on behalf of Bank and City and shall forward to the City (as instructed in writing by the City from time to time) on the 20th day of the month, the City's prorata share of the principal payments, so collected. Bank shall retain the 0.5% interest received with each such payment as a servicing fee. Bank shall prepare and forward a statement no less than once a month, to City, detailing collections on the various loans outstanding, principal payments remitted to the City on same, and fees retained from said payments for servicing;
 - 5) service and administer all loans in accordance with applicable federal, state, or regulatory agency laws, rules and regulations, and with Bank collection procedures.
- E. Bank will administer all loans in default. Default shall consist of:
- 1) failure by Borrower to pay principal and interest due which gives Bank the right to accelerate the maturity of Borrower's loan;
 - 2) failure by Borrower to pay principal and interest due on any loan secured by a prior lien on the property pledged to Bank and City, which causes prior secured lender to accelerate the maturity of such loan;
 - 3) failure by Borrower to pay real estate taxes on subject property, which results in a third party seeking a tax deed;
 - 4) failure to observe any other covenants contained in the Loan, or any other instruments, documents or agreements relating thereto, whether now existing or hereafter created, which causes Bank's and City's position to become insecure.
- F. In the event of default under a Note or Deed of Trust evidencing and securing the Loan which gives Bank the right to accelerate the maturity of such Loan, Bank may, in its discretion, exercise any or all remedies available under any instruments or documents relating to the Loan or granted by law in accordance with its usual loan servicing procedures. In no event, however, shall Bank enter into modification, re-casting or other agreements which would adversely affect City's co-mortgagee position, nor shall Bank fail to enforce remedies provided in the Loan Documents for a period exceeding seventy-five (75) days from the date of an occurrence of a loan default, without City's prior written consent. If in the judgement of Bank and with City's consent, it is in Bank's and City's best interests to buy in the property secured at any foreclosure sale, Bank may do so as agent for the respective accounts of City and Bank by bidding up to the total indebtedness under the loans, including accrued and unpaid interest and such legally collectible fees, charges and expenses as may be charged. Bank shall take title in its name for the benefit of City and Bank and may, thereupon, manage any real estate so acquired, maintain it, and if, in its judgement and with City's prior written consent, it is in Bank's and City's best interests, sell or dispose of the same upon such terms as it, in its discretion, deems to be proper.
- All actual out-of-pocket expenses (not including expenses in the nature of salaries or benefits of Bank's personnel) deemed necessary by Bank and incurred by Bank pursuant to this paragraph hereof with respect to such loans shall be shared ratably by City and Bank in accordance with their respective interests. All amounts received by Bank from the sale, lease or other disposition of the property securing a loan shall be shared ratably with City. In the event that any property

so acquired is sold, City and Bank shall each be entitled to receive its pro rata share of such purchase price and neither shall be obligated to share or to participate in any purchase money mortgage or real estate contract, or financing thereon.

- G. Bank shall, with respect to the Loan, with notice of such proceeding to City, have the right to file any claims, vote for or against any plans, or otherwise act in connection with, any proceeding instituted by or against a loan debtor under any federal or state law, now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization, wage earner plan, or other form of debtor relief. Bank shall not have the right to compromise any claims so as to reduce City's interest in such realty without City's specific prior written consent. All recoveries by Bank in any such proceeding shall, to the extent of City's interest therein, be received by Bank for Bank's account.
- H. Bank in the name of both Bank and City shall have the right to compromise or settle any claims, and collect any proceeds or awards payable to the beneficiary under any deed or trust securing a loan, relating to or arising under or in connection with any insurance coverage carried on the real property securing a loan or any taking by eminent domain of all or any part of such real property except that if such compromise or settlement shall result in a loss to City, City's prior written consent thereto must be obtained. Bank shall determine whether such proceeds or awards will be used in whole or in part to rebuild or restore said real property or will be applied against the principal balance and accrued interest owing on the loan. All such proceeds or awards recovered by Bank which are not used to rebuild or restore shall be payable to City and Bank in accordance with their respective interests in the Loans.

IV. Bank Warranties

- A. Bank is fully authorized under all applicable laws, including but not limited to, the laws, rules and regulations of the Federal Deposit Insurance Corporation, and the laws, rules and regulations of any federal or state regulatory body, agency or authority to enter into this Agreement with City.
- B. Bank agrees that in performing the services and exercising the discretions agreed to be performed by or granted to it under the terms of this Agreement, it will use the same degree of care that Bank uses in the servicing and administration of loans for Bank's own account and which is generally expected with respect to the servicing and administration of similar loans by other financial institutions. Except as covered by the representations and warranties contained in this Agreement Bank shall not be responsible for the sufficiency of the security of any property securing a loan, for the value thereof or title thereto nor for collectibility thereof through matters of which Bank has no knowledge.
- C. The program conducted under this Agreement shall be in compliance with Article IX provisions relating to Third Party Contract Requirements of UDAG Grant Agreement No. B-82-AA-17-0078 dated January 6, 1982.

V. Records and Access

Bank shall maintain a complete set of books and records as to all loans on a loan-by-loan basis, including but not limited to a record of each receipt and each disbursement, and shall furnish to City monthly reports in form acceptable to City to accompany remittances. Bank shall retain physical possession of all loan documents, including title policies for the benefit of Bank and City as owners thereof in accordance with their respective Participating Interests, and City and the Secretary of the U.S. Department of Housing and Urban Development shall have the right at any reasonable time during the normal business hours of Bank to have access to and, at City's expense, examine and copy any and all books, records and documents relating to the Loan.

VI. Payment of Loan(s)

Upon payment in full of the Loan, or the receipt by Bank of a notification that payment in full will be escrowed in a manner customary for such purposes, Bank shall execute a full reconveyance of the Deed of Trust securing such Loan and shall not require any specific authority from City in order to execute such full reconveyance. Bank is hereby authorized to make this Agreement available to any title insurance company or other authorized party to demonstrate such authority. City shall promptly reconfirm such authority upon Bank's request.

VII. Other Provisions

- A. All notices required or permitted hereunder between the City and Bank shall be in writing and personally delivered to the offices set forth below by first class or certified mail, postage prepaid, addressed to the parties as follows:

Bank: The South Shore Bank of Chicago
7054 South Jeffery Boulevard
Chicago, Illinois 60649

City:

- B. It is agreed that Bank and City are not partners or joint ventures and that Bank shall not act as agent for City in negotiating or consummating any loan, but shall have the status of and shall act in all such matters as an independent contractor. Bank shall act as agent for City and Bank in servicing and administering the loans. Bank shall not resign from the obligation and duties hereby imposed on it except upon determination that its duties hereunder are no longer permissible under applicable law. Any such determination permitting the resignation of Bank shall be evidenced by an opinion of counsel to such effect delivered to the City. No such resignation shall become effective until a successor servicer approved by City shall have assumed Bank's responsibilities and obligations hereunder.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto. Notwithstanding any other provision of this Agreement, Bank shall not transfer, assign or delegate its function of servicing any of the Loans to any other entity without the prior written consent of City and any such attempted transfer, assignment or delegation shall be void.
- D. Bank shall continue to service the Loans hereunder until all indebtedness under the Loans (or loans substituted therefor) has been paid (or such loans been repurchased by Bank) or property acquired upon foreclosure shall have been disposed of.
- E. The invalidity of any portion of this Agreement shall in no way affect the balance thereof. The captions of the paragraphs of this Agreement are for convenience of reference only and shall not be used in construing or interpreting any of the provisions hereof. Whenever the context so requires, the singular number shall include the plural and vice versa, and each gender shall include any other gender.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, each party has caused this instrument to be duly executed this ____ day of March, 1982.

[Signature forms omitted for printing purposes]

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

**Execution of Redevelopment Agreement Authorized for the
Darco Enterprises Project (The Washtenaw Partnership).**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of an Urban Development Action Redevelopment Loan Agreement in the amount of \$75,000.00 for a project entitled Darco Enterprises Project, (The Washtenaw Partnership).

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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 12 August 1981, authorized the submission of an application of the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Lawndale Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-81-AA-17-0077 which provides for a loan of grant funds to Harris Trust and Savings bank, not personally but as Trustee under Trust Agreement dated July 16, 1981, and known as Trust No. 41311, for the purchase of capital equipment as part of an expansion of business program by Darco Enterprises, Incorporated which will create expanded employment in the Lawndale Community; now, therefore,

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

SECTION 1. The Mayor is authorized to enter into and execute on behalf of the City of Chicago and the Executive Director of the Department of Economic Development of the City of Chicago (successor in interest to the Economic Development Commission of the City of Chicago), is authorized to enter into and execute on behalf of the Commission, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend Seventy-five Thousand Dollars (\$75,000) of Urban Development Action Grant funds to Trustee, Harris Trust and Savings Bank for the purpose of purchasing capital equipment to be installed and used at the facility located at 1140 South Washtenaw Street in Lawndale Community of the City of Chicago; and which Redevelopment obligates Trustee, Harris Trust and Savings Bank to purchase the aforesaid capital equipment as part of the rehabilitation and expansion of the Washtenaw Street facilities by expending approximately Five Hundred Sixty Thousand Dollars (\$560,000.00) in private funds; and further obligates Darco Enterprises, Incorporated, as lessee of the Washtenaw Street facilities to use its best efforts to create twenty-five (25) new, permanent job opportunities as represented in this original application for funds, to said Department of Economic Development.

The Mayor and the Executive Director of the Department of Economic Development are further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment Agreement in substantially the following form:

Agreement made in Chicago, Illinois this ____ day of _____, 1982, between the City of Chicago ("City"), by and through the Department of Economic Development of the City of Chicago ("DED"), having its offices at Room 2800, No. 20 N. Clark Street, Chicago, Illinois, 60603, and Harris Trust & Savings Bank, not personally, but as trustee under Trust Agreement dated July 16, 1981 and known as Trust No. 41311 ("Trustee"), having its offices at No. 111 W. Monroe Street, Chicago, Illinois, 60603, The Washtenaw Partnership, an Illinois general partnership ("Washtenaw"), having its offices c/o Darco Enterprises, Inc., No. 1600 S. Laflin Street, Chicago, Illinois, 60608, and Darco Enterprises, Inc., a Delaware corporation ("Darco"), having its offices at No. 1600 S. Laflin Street, Chicago, Illinois 60608.

Recitals.

Whereas, the City has been awarded an Urban Development Action Grant ("Grant"), pursuant to that certain UDAG Grant Agreement dated 5 October 1981, by and between the United States Department of Housing and Urban Development ("HUD") and the City, No. B-81-AA-17-0077; and

Whereas, the Grant, in the sum of Seventy-five Thousand Dollars (\$75,000.00), is for the purpose of making a loan in like amount to the Trustee (the "Loan") to purchase capital equipment as part of the rehabilitation and development of that certain realty owned by Trustee and located at 1140 South Washtenaw Avenue, Chicago, Illinois 60608 ("Industrial Facility"); and

Whereas, Washtenaw, as the beneficial owner of the Industrial Facility will be primarily responsible for the rehabilitation and development work; and

Whereas, Trustee will lease the Industrial Facility and equipment to Darco; and

Whereas, Darco will expand its Darco Steel and Wire Company and Northern Container Divisions into the rehabilitated Industrial Facility resulting in the creation of new employment opportunities; and

Whereas, the City is willing to make the Loan to Trustee for the purposes stated above, subject to and upon the terms and conditions of this Agreement.

Now, therefore, in consideration of the promises and mutual covenants contained herein, the parties hereby enter into and execute the following Agreement.

Now, therefore, the parties agree as follows:

Section I. Loan.

(1) The City shall loan to Trustee and Trustee shall borrow from the City, the sum of Seventy-five Thousand Dollars (\$75,000.00) on the following terms and conditions:

(i) The term of the loan shall be fifteen (15) years from the initial disbursement of funds;

(ii) The principal sum will bear interest as follows: six per cent (6%) per annum for loan years (1) one through four (4) (with accrued interest for years one (1) and two (2) being deferred and added to the principal of the loan and amortized over the remaining term), eight per cent (8%) per annum for loan years five (5) through nine (9), and twelve per cent (12%) per annum, for loan years ten (10) through fifteen (15);

(iii) The principal sum and accrued interest (in arrears) will be repayable in annual installments of principal and interest commencing on the first day of April 1985, as follows:

(a) Principal and interest payments of Nine Thousand Five Hundred Nineteen Dollars (\$9,519.00) payable on the first day of April 1985 and 1986;

(b) Principal and interest payments of Ten Thousand Five Hundred Sixteen Dollars (\$10,516.00) payable on the first day of April 1987 through 1991;

(c) Principal and interest payments of Eleven Thousand Eight Hundred Twenty-five Dollars (\$11,825.00) payable on the first day of 1992 through 1997; and

(d) Payments of principal and interest received by the City shall be used solely for eligible Title I activities.

(2) Washtenaw shall use the proceeds of the loan solely for the purchase and installation of equipment, which equipment will be leased to Darco and located in the Industrial Facility.

(3) The debt of the Trustee to the City shall be evidenced by a promissory note of Trustee which shall be in form and substance acceptable to counsel for Washtenaw and the City, and shall be secured by a second lien position on the Industrial Facility and the machinery and equipment installed in the Industrial Facility, which lien shall be evidenced by a mortgage and security agreement in form and substance acceptable to counsel for the City and Washtenaw, and shall be subordinate only to a first lien mortgage or trust deed in favor of American National Bank & Trust Company ("American National") in an aggregate amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). Washtenaw and Trustee shall cause the mortgage on the Industrial Facility and financing statements perfecting the security interest in the machinery and equipment to be filed pursuant to the applicable laws of the State of Illinois.

(4) Washtenaw and Darco will each execute and deliver to the City their respective guarantees of the Seventy-five Thousand Dollars (\$75,000.00) loan made by the City to the Trustee in form and substance acceptable to counsel for the City and Washtenaw.

(5) The loan proceeds shall be disbursed upon vouchers submitted by Washtenaw, and verified by an official of the City. All loan proceeds shall be paid out of HUD grant funds by the City in an amount proportionate to the total cost of the Industrial Facility, including debt and equity financing of the site acquisition, rehabilitation and equipment purchases, but in no event greater than a pro-rata basis of One Dollar (\$1.00) of UDAG funds for every Five Dollars and 80/100 Dollars (\$5.80) of Non-UDAG Funds.

Section II. Industrial Facility Purchase and Rehabilitation.

(1) Trustee shall complete the purchase the Industrial Facility by December 31, 1981. The Industrial Facility will contain approximately Eighty-five Thousand (85,000) square feet and cost approximately Four Hundred Thousand Dollars (\$400,000.00). Washtenaw will also enter into purchase orders for the purchase of equipment for the Industrial Facility and construction contract(s) for rehabilitation of and improvements to the Industrial Facility in an aggregate amount of not less than One Hundred Fifty Thousand Dollars (\$150,000.00). The equipment will be installed and the improvements completed within nine (9) months from the date of this Agreement.

(2) Darco and/or Washtenaw will use their best efforts to create in the Industrial Facility within a forty-eight (48) month period from the date of this Agreement twenty-five (25) new permanent jobs with twelve (12) jobs being allocated to CETA-eligible persons and twelve (12) being allocated to minorities.

Section III. Evidence of Financing.

Not later than December 15, 1981 Darco shall furnish the City with evidence reasonably acceptable to the City that American National Bank & Trust Company, Chicago, Illinois shall loan not less than Five Hundred Thousand Dollars (\$500,000.00) to Darco, Washtenaw and/or Trustee, the proceeds of which will be used for the purpose of providing funds for the acquisition and improvement of the Industrial Facility.

Section IV. Events of Default and Remedies.

(a) If Trustee shall fail to punctually pay when due, any installment of principal or interest of the Note or any other indebtedness secured or intended to be secured hereby and the same shall remain unpaid 10 days thereafter; or if there shall occur any one of the following: (i) any breach or default shall occur or exist and be continuing for thirty (30) days (except as otherwise stated) in any terms, conditions or covenants contained in this Agreement, the Note or any other present or future contract or agreement between Trustee and DED, or in any collateral agreement entered or to be entered into by Darco, Washtenaw, or by any third person with DED as additional security for the Note or other indebtedness hereby secured or as collateral security for any other contract or agreement between Darco, Washtenaw or Trustee and DED; or (ii) DED shall discover any material misrepresentation or falsity in any representation; statement, affidavit, certificate, exhibit, or instrument given or delivered by Darco, Washtenaw, or Trustee to DED in connection with the making of this Agreement or the incurring of any loans, advances or extensions of credit by DED to Darco, Washtenaw or Trustee pursuant to any other agreement; or (iii) without prior notice to the City, Darco merges or consolidates with any other concern; or (iv) Darco or Washtenaw shall cease doing business, or shall become insolvent, or make any assignment for benefit of creditors, or commit an act amounting to a business failure; or (v) Darco or Washtenaw shall commence proceedings in bankruptcy or reorganization under present or future bankruptcy laws; or (vi) Darco, Washtenaw or Trustee apply for the appointment of a receiver, Trustee or custodian for or over Darco or Washtenaw, or any of Darco's or Washtenaw's property, in any state or federal court, or tribunal; or (vii) Darco, Washtenaw or Trustee shall become a party to any attempt to extend, adjust or enter into a general compromise of the liabilities of Darco or Washtenaw; or (viii) final judgment, order or decree of the payment of money shall be rendered against Darco, Washtenaw or Trustee and the same is not stayed, bonded or vacated within thirty (30) days from the entry thereof; or (ix) a sale, exchange or disposition of the Industrial Facility (except pursuant to the Lease to Darco); or (x) the refinancing of any permanent first mortgage on the Industrial Facility; or (xi) DED shall reasonably feel itself insecure or shall fear removal, concealment, misappropriation, waste or misuse of any of the mortgaged or pledged property (each of which events is, for the purposes of the Agreement, hereby defined as a "Default"); than in any such case, DED may at its sole option, declare the whole Note and Mortgage indebtedness immediately due and payable without notice to Trustee; and in any such case or event DED (without being required to demand payment or performance of Trustee) shall have the right to take immediate possession of the mortgaged property, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of Trustee, with or without force or process of law, wherever the mortgaged property may be or is supposed to be, and search for, take possession of, remove, keep and store the same until sold, or put a custodian or custodians in charge of the same; and post in or upon the premises such notices as DED may determine, and may sell and dispose of the said property or any part thereof at public sale to the highest bidder, after giving at least fifteen (15) day's notice (or such longer notice as may be required by law), of the time and place of sale in the manner provided by law (of if lawful, at private sale upon like notice or without any notice), for cash or on credit and on such terms as DED, its agents, or attorneys, may elect, or may pursue any other lawful remedy for the enforcement of the lien and security interest, foreclosure or specific performance of this Agreement, or for the sale of the mortgaged property; and out of the proceeds of any such sale, may pay all costs, expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such mortgaged property, together, with reasonable attorney's fees, and retain out of the proceeds of sale, the amount unpaid on the Note and other indebtedness hereby secured, so far as such proceeds may reach, rendering the remaining overplus, if any to Trustee; but if there be a deficiency, Trustee shall forthwith pay the same to DED. DED may bid and become the purchaser at any such sale, and unless required by law, no advertisement or publication of any such sale shall be required. DED may postpone or adjourn any such sale from time to time by announcement at the time and place of sale stated in the notice of sale, without being required to give a new notice of sale. Trustee waives any and all rights of redemption from any such sale. DED may also at any time, with or without exercising any of the rights or remedies aforesaid, and without prior notice or demand, appropriate and apply toward the payment of the Note or other indebtedness, hereby secured,

any and all sums of money, reserves, credits or accounts in, or coming into its hands belonging or owing to Trustee. Notwithstanding anything contained herein to the contrary, enforcement by DED of any of its rights under this Agreement, the Note, the Mortgage, or any other agreements related thereto, shall be subject to the prior lien and security interest of American National Bank and Trust Company of Chicago, in and to the assets of Trustee.

(b) This Agreement shall be lien and security interest in the mortgaged property as security for the full amount of the mortgaged indebtedness, whether the principal amount of the Note or other indebtedness, or any part thereof, is disbursed by DED or incurred by Trustee simultaneously with the execution of this Agreement, or prior, or subsequent thereto, installments or otherwise.

(c) Except as otherwise set forth herein, no delay by DED in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall operate as a waiver of such rights, nor deprive it of, nor limit, such rights in any way; nor shall any waiver in fact made by DED with respect to any specific default by Darco, Washtenaw or Trustee under this section be considered or treated as a waiver of the rights of DED with respect to any other defaults by Darco, Washtenaw or Trustee under this section, or with respect to the particular default except to the extent specifically waived in writing.

Section V. Maintaining Records and Right to Inspect.

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

Section VI. Access to Project.

For the period set forth in Section IV, any duly authorized representative of the DED or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Industrial Facility.

Section VII. No Assignment of Succession.

No transfer of loans funds by the City to Trustee, Washtenaw and or Trustee shall be or be deemed an assignment of UDAG Grant Funds, and Washtenaw, Darco and Trustee shall neither succeed to any rights, benefits or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant Agreement.

Section VIII. Housing and Urban Development.

This Agreement shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material" within the meaning of said provision, if it cancels or reduces any developmental, construction, job creating, or financial obligation of any party to this Agreement by more than ten (10) percent or if it changes the situs or character of the Industrial Facility, or if it increases any time for performance by more than ten (10) percent; provided, that an increase in any time for performance which did not exceed thirty (30) days, shall not be deemed "material".

Section IX. Disclaimer of Relationship.

Nothing contained in this Agreement or in the UDAG Grant Agreement nor any act of the Secretary of Housing and Urban Development or of the City, or 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, or of principal or agent, or of limiting or general partnership, or of joint venture, or of any association or relationship involving the Secretary of Housing and Urban Development.

Section X. Time of the Essence.

Time is of the essence of this Agreement.

Section XI. Certificate of Completion.

Promptly after completion by Darco and Washtenaw of the rehabilitation and improvements described above, the City will furnish Darco and Washtenaw with appropriate instruments so certifying. This certification by the City shall be conclusive determination that Darco and Washtenaw and/or their successors and assigns have satisfied their respective obligations under this Agreement regarding the dates for the beginning and completion of the rehabilitation and development of the Industrial Facility. The certificates shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications, the City shall, within thirty (30) days after written request by Darco or Washtenaw provide such party with a written statement indicating in adequate detail how Darco and/or Washtenaw has failed to complete the rehabilitation of and improvements to the Industrial Facility in conformity with this Agreement, or is otherwise in default and what measures or acts will be necessary in the opinion of the City for Darco and/or Washtenaw to make or perform in order to obtain the certifications.

SECTION XII. Restrictions on Use.

During the term of the loan provided for in Section I of the Agreement, Darco shall devote the Industrial Facility solely for a commercial or manufacturing purpose.

Section XIII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holders of any mortgage authorized by this Agreement (including any holder who obtains title to the above premises or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the premises from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section II or to guarantee such completion; nor shall any covenant or any other provision be construed to so obligate such holder to devote the premises to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIV. Enforced Delay in Performance.

Neither the City nor Washtenaw nor Darco nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

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

No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Darco or to Washtenaw any successor in interest in the event of any default or breach by the City for any amount which may become due to Darco or Washtenaw or their successors or assigns on any obligation under the terms of this Agreement.

Section XVI. Equal Employment Opportunity.

Darco and Washtenaw for themselves and their successors and assigns, agree that during the term of the loan provided for in Section I of this Agreement.

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

(b) Darco will in all solicitations of advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

(c) Darco will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or supplier (materialman) as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XVII. General Conditions.

(a) All notices under this agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or two (2) business days after sent by registered or certified mail to any party thereto at its address above stated or at such other address of which it shall have notified the party given such notice in writing.

(b) If any provisions of this Agreement or any document executed in connection with this Agreement or the application thereof to any person or circumstances held invalid or unenforceable, the remainder of this Agreement and any other document executed in connection with this Agreement, and the application of such provision to other persons or circumstances, will not be affected thereby and the provisions of this Agreement and any document executed in connection with this Agreement shall be severable in any such instance.

(c) This Agreement and all documents executed in connection with this Agreement shall be governed in all respects by the laws of the State of Illinois.

(d) The provisions of Article IX of the UDAG Grant Agreement are incorporated in this Agreement by this reference thereto.

(e) Washtenaw and Darco each warrant and represent to and covenant with the City that: (i) Darco is a corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement and Washtenaw is an Illinois general partnership duly organized and existing and in good standing under the laws of the State of Illinois; (ii) Washtenaw and Darco have the right and power and are duly authorized and empowered to enter into, execute, deliver and perform this Agreement and related documents; and (iii) The execution, delivery and/or performance by Washtenaw and/or Darco of this Agreement and related documents 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 Washtenaw's and/or Darco's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Washtenaw and/or Darco is now or hereafter a party or by which it is or may become bound.

Section XVIII. Trustee's Exculpation.

This Agreement is executed by the Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trustee hereto warrants that it possesses full power to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Harris Trust & Savings Bank, personally, to perform any covenant herein contained, such liability being expressly waived by any person now or hereafter claiming any right or security hereunder.

In Witness Whereof, the City of Chicago, Harris Trust & Savings Bank, not personally but as Trustee as aforesaid, The Washtenaw Partnership and Darco Enterprises, Inc. have caused this Agreement to be duly executed as of the day and year first above provided.

[Signature forms omitted for printing purposes.]

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

**Filing of Grant Application Authorized with HUD
and UNAG for the North Point Project.**

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The 429 Superior Partners, an Illinois Limited Partnership, has proposed to rehabilitate and develop an abandoned industrial facility and parking lot located at 727 North Hudson and 429 West Superior Streets, on the near north side of the City of Chicago known as the North Point Project, by expending private funds in the amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00); and

WHEREAS, It is projected that the rehabilitation and development project will create approximately ninety-nine (99) new job opportunities benefitting the adjacent economically distressed Cabrini Green residential community, and generate approximately Sixty-five Thousand Seven Hundred Fifty-eight Dollars (\$65,758.00) in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development (formerly the Economic Development Commission) has prepared an application for an Urban Development Action Grant in the amount of Four Hundred Twenty Thousand Dollars (\$420,000.00) to be used along with private funds in the rehabilitation of the building and parking lot; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of Four Hundred Twenty Thousand Dollars (\$420,000.00) for the North Point Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the North Point Project.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuller, Volini, Stone--40.

Nays--None.

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

**Filing of Grant Application Authorized with
HUD and UDAG for the Interstate Project.**

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Interstate Brands Corporation, a wholly owned subsidiary of Interstate Bakeries Corporation, a Delaware corporation, has proposed to rehabilitate and expand its baking facility located at 40 West Garfield Boulevard in the Washington Park Community of the City of Chicago by expending private funds in the amount of Ten Million Four Hundred Thousand Dollars (\$10,400,000.00); and

WHEREAS, It is projected that the rehabilitation and expansion project will save approximately three hundred fifty-five (355) high paying jobs benefitting the economically distressed Washington Park community, and generate approximately One Hundred Fifty-eight Thousand Four Hundred Thirty-seven Dollars (\$158,437.00) in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development (formerly the Economic Development Commission) has prepared an application for an Urban Development Action Grant in the amount of Two Million Seventy-five Thousand Dollars (\$2,075,000.00) to be used along with private funds in the rehabilitation of the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of Two Million Seventy-five Thousand Dollars (\$2,075,000.00) for the Interstate Brands Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Interstate Brands Project.

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

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

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

Nays--None.

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

**Authority Granted to Advertise for Sale Property Held in Trust
for the Use of Schools Located at the NW Corner of N.
Wolcott and W. Fargo Aves.**

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 27, 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 27, 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 11 to 16, both inclusive, in Block 5 in Murphy's Addition to Rogers Park, a Subdivision of the South East 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which property has frontage of 300.0 feet on N. Wolcott Avenue and 150.0 feet on W. Fargo Avenue and has an area of approximately 45,000 square feet/1.09 acres of vacant land not used for any school purpose, 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.

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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

**Authority Granted to Advertise for Sale Property Held in Trust
for the Use of Schools Located at No. 4320 W. Madison St.**

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 November 19, 1980, 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 November 19, 1980, 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 36 to 41, both inclusive, in Block 36 in West Chicago Land Company's Subdivision of the South $\frac{1}{2}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois

which land has an inside frontage of 150.0 feet on W. Madison Street, and contains 26,250 square feet and 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.

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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

**Authority Granted to Advertise for Sale Property
Held in Trust for the Use of Schools Located
at E. 103rd St. and S. Michigan 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 December 16, 1981, 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 December 16, 1981, 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:

Lot 2 in Assessor's Division of the West 1/2 of the North West 1/4 and the West 1/2 of the South West 1/4 of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois

which property has frontage of 132.0 feet on E. 103rd Street and 100.05 feet on S. Michigan Avenue and has an area of approximately 12,435 square feet /0.29 acres of vacant land not used for any school purpose, and 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.

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 conditions 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, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

**City Comptroller Authorized to Advertise for Sale Parcels of
City-owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned vacant property at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Clewis, Schuler, Volini, Stone--40.

Nays--None.

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

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

Nos. 6434-6436 S. Kimbark Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 4 in the North 2 feet of Lot 1 in the Subdivision of Lots 9 to 15 both inclusive and alley North of and adjoining said Lots (except center 20 feet) in said Block 4 in Wait and Bowens Subdivision of that part of West half of Northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as Nos. 6434-6436 S. Kimbark Avenue, Permanent Tax No. 20-23-210-010).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 624-632 W. 61st St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in McCord's Subdivision of Lots 10 and 11 (except the West 25 1/2 feet of Lot 11) of County Clerks Subdivision, also, the West 90 feet of Lot 9 Both in the County Clerk's Subdivision of out Lot 38 in the School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 624-632 W. 61st Street, Permanent Tax Nos. 20-16-309-032 and 033).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 211-219 E. 35th St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 3 and 4 in the Resubdivision of Lots 2, 3 and 4 in Robertson & Fitch's Subdivision, also, Lots 5 and 6 in Roberts & Fitch's Subdivision of the West half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 211-219 E. 35th Street, Permanent Tax Nos. 17-34-309-003, 004 and 005).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 2504-2516 N. Willetts Ct.
(Parking Site No. 66).*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of improved property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 4, 5, 6, 7, 8 and 9 in Block 2 in Storey and Allen's Milwaukee Avenue Addition to Chicago, being a Subdivision of 5.80 acres of the Southwest quarter of the Southwest quarter of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2504-2516 N. Willetts Court, Parking Site No. 66).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**Allocation of MFT Funds Authorized for Traffic
Lane Line Maintenance of Improved Streets,
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:

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$800,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic Lane Line Maintenance of Improved Streets, County Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each subject project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Allocation of MFT Funds Authorized for Traffic and
Street Sign Maintenance of Improved Streets,
County or State Highways During the
Year 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 given to the Commissioner of Streets and Sanitation to expend the sum of \$675,000.00 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic and Street Sign Maintenance of Improved Streets, County Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each subject project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Ordinance Amended Authorizing Decrease in MFT Funds
Allocated for Various Projects and to Close Out
Specified Projects.**

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 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 Locations printed on pages 10172 - 10175 of this Journal.]

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Authority Granted for Laying Water Mains in S. Wacker Dr.
from W. Monroe to W. Madison Sts.**

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

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

S. Wacker Drive from W. Monroe to W. Madison Streets - Installation of 474 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$60,000.00 chargeable to Revolving Fund - Deposit No. 1205-A, Chicago Mercantile Exchange Center.

The above work to be done under Order No. 37228.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Authority Granted for Payments for Hospital, Medical
and Nursing Services Rendered Certain Injured
Members of Police and Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

(continued on page 10176)

MFT PROJECT NUMBER	LOCATION	DATE & PAGE OF COUNCIL ORDER	AMOUNT OF COUNCIL ORDER	AMOUNT TO BE TRANSFERRED TO UNOBLIGATED MFT FUND	AMOUNT OF AMENDED COUNCIL ORDER
707	Curb & Gutter - 1975 North (2)	2-28-75 10224	880,539.20	10,151.80	870,387.40
708	Curb & Gutter - 1975 Central (1)	2-28-75 10224	738,920.00	435.50	738,484.50
709	Curb & Gutter - 1975 Central (2)	2-28-75 10224	805,783.10	300.00	805,483.10
710	Curb & Gutter - 1975 South Area	2-28-75 10224	1,679,974.44	2,434.70	993,340.30
712	50/50 Sidewalk Repairs North Central Area, 1975	2-28-75 10226	250,458.15	2,754.42	247,703.73
717	Curb & Gutter - 1976 North (1)	5-5-76 2871	594,741.86	57.40	594,684.46
718	Curb & Gutter - 1976 North (2)	5-5-76 2871	573,560.90	276.91	573,283.99
719	Curb & Gutter - 1976 Central (1)	5-5-76 2871	532,529.56	1,319.88	531,209.68
720	Curb & Gutter - 1976 Central (2)	5-5-76 2871	534,364.26	926.03	533,438.23
721	Curb & Gutter - 1976 South (1)	5-5-76 2871	583,966.18	3,063.88	560,902.30
722	Curb & Gutter - 1976 South (2)	5-5-76 2871	565,274.68	1,016.79	564,257.89
723	Maintenance Street Resurfacing 1976 - South Area	5-5-76 2871	982,469.76	130,895.78	851,573.98
725	Improvement at W. 97th St. at S. Eggleston Ave.	11-28-77 6382	70,000.00	3,007.95	66,957.62
727	50/50 Sidewalk Repair - 1976 Northwest Area	5-5-76 2872	319,379.00	8.20	287,434.01

MFT PROJECT NUMBER	LOCATION	DATE & PAGE OF COUNCIL ORDER	AMOUNT OF COUNCIL ORDER	AMOUNT TO BE TRANSFERRED TO UNOBLIGATED MFT FUND	AMOUNT OF AMENDED COUNCIL ORDER
728	50/50 Sidewalk Repair - 1976 North Central Area	5-5-76 2872	285,968.25	140.50	265,094.89
729	50/50 Sidewalk Repair - 1976 North East Area	5-5-76 2872	271,539.14	118.90	260,958.57
730	50/50 Sidewalk Repair - 1976 Central West Area	5-5-76 2872	244,714.22	205.00	220,647.66
731	50/50 Sidewalk Repair - 1976 Central East Area	5-5-76 2872	179,030.72	32.40	157,434.12
732	50/50 Sidewalk Repair - 1976 South Area	5-5-76 2872	199,368.67	32.80	173,787.20
733	Curb & Gutter - 1977 North (1)	6-9-77 5350	589,284.38	1,563.17	587,721.21
734	Curb & Gutter - 1977 North (2)	6-9-77 5350	604,603.50	6,626.15	597,977.35
735	Curb & Gutter - 1977 Central (1)	6-9-77 5350	616,528.25	127.95	616,400.30
736	Curb & Gutter - 1977 Central (2)	6-9-77 5350	593,287.55	403.95	592,883.60
737	Curb & Gutter - 1977 South (1)	6-9-77 5350	609,896.30	1,301.50	608,594.80
738	Curb & Gutter - 1977 South (2)	6-9-77 5350	986,400.02	27.85	687,000.75
739	Maintenance Street Resurfacing 1977 - North Area	6-9-77 5353	1,500,000.00	20,531.20	377,413.35
740	Maintenance Street Resurfacing 1977 - South Area	6-9-77 5353	289,045.11	135,100.76	153,944.35

MFT PROJECT NUMBER	LOCATION	DATE & PAGE OF COUNCIL ORDER	AMOUNT OF COUNCIL ORDER	AMOUNT TO BE TRANSFERRED TO UNOBLIGATED MFT FUND	AMOUNT OF AMENDED COUNCIL ORDER
741	50/50 Sidewalk Repair - 1977 Northwest Area	5-4-77 5204	275,000.00	2,145.12	272,854.88
742	50/50 Sidewalk Repairs - 1977 North Central Area	5-4-77 5204	275,000.00	3,292.96	271,707.04
744	50/50 Sidewalk Repairs - 1977 Central West Area	5-4-77 5204	221,000.00	523.24	220,476.76
745	50/50 Sidewalk Repairs - 1977 Central East Area	5-4-77 5204	179,250.00	23,896.59	155,353.41
746	50/50 Sidewalk Repairs - 1977 South Area	5-4-77 5204	167,000.00	20,322.43	146,677.57
747	W. Gale St. between Higgins & Milwaukee Ave.	7-13-77 5697	90,000.00	93.25	83,942.75
750	Curb & Gutter - 1978 North Area (1)	2-15-78 7282	551,031.75	1,081.75	549,950.00
751	Curb & Gutter - 1978 North Area (2)	2-15-78 7282	646,717.31	7,527.25	638,543.00
752	Curb & Gutter - 1978 Central Area (1)	2-15-78 7282	861,662.50	1,047.62	860,614.88
754	Curb & Gutter - 1978 South Area (1)	2-15-78 7282	621,893.76	450.00	621,443.76
755	Curb & Gutter - 1978 South Area (2)	2-15-78 7282	699,380.05	1,226.32	698,153.73
759	50/50 Sidewalk Repair - 1978 North Area (2)	2-15-78 7281	273,751.25	284.40	273,466.85
762	50/50 Sidewalk Repair - 1978 Central Area (1)	2-15-78 7281	206,627.39	4,030.93	202,596.46
763	50/50 Sidewalk Repair - 1978 Central Area (2)	2-15-78 7281	146,610.32	510.00	146,100.32

MFT PROJECT NUMBER	LOCATION	DATE & PAGE OF COUNCIL ORDER	AMOUNT OF COUNCIL ORDER	AMOUNT TO BE TRANSFERRED TO UNOBLIGATED MFT FUND	AMOUNT OF AMENDED COUNCIL ORDER
726	71st St. 0808 between Bell & Hamilton	7-7-77 5536	110,000.00	847.61	93,285.55
749	83rd St. Improvement between Lawndale & St. Louis	10-20-78 8463	130,000.00	3,059.79	126,940.21

(continued from page 10171)

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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

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:

John R. Bartgen, Lieutenant, Engine Company 38; injured January 3, 1982	\$ 77.00
William Bartgen, Paramedic in Charge, South Relief; injured January 21, 1982	276.00
James Belloumini, Firefighter, Engine Company 91; injured January 10, 1982	45.00
William Blake, Engineer, 4th District Relief; injured January 12, 1982	267.00
Robert Boldt, Lieutenant, 4th District Relief; injured January 18, 1982	485.50
Jeffrey E. Boyle, Firefighter, Hook & Ladder 38; injured December 28, 1981	60.25
William Brandt, Firefighter, Engine Company 8; injured January 10, 1982	65.00
John Bukraba, Lieutenant, Engine Company 83; injured January 10, 1982	209.00
Francis Burns, Captain, Truck 14; injured November 23, 1981	130.75
Gerald Burns, Lieutenant, Engine Company 47; injured January 11, 1982	100.00
Sean Burke, Firefighter, Squad 1; injured December 23, 1981	83.65
James Butler, Firefighter, Engine Company 47; injured November 18, 1981	100.00
Thomas Carbonneau, Firefighter, Engine Company 101; injured November 7, 1981	169.00
Heather Chisholm, Paramedic, Ambulance 5; injured January 5, 1982	82.00
Ronald Claybourne, Firefighter, Hook & Ladder 11; injured December 9, 1981	303.00

Boyce Coleman, Firefighter, Engine Company 62; injured January 10, 1982	\$ 66.00
George Conrad, Firefighter, Engine Company 69; injured December 21, 1981	285.00
James Considine, Firefighter, Truck 24; injured December 3, 1981	62.00
James Corbett, Captain, Engine Company 50; injured January 10, 1982	63.25
Donald J. Cunningham, Firefighter, Engine Company 120; injured December 16, 1981	95.40
Thomas Cunningham, Lieutenant, Engine Company 121; injured November 24, 1981	138.50
Thomas Curley, Firefighter, Hook & Ladder 22; injured January 10, 1982	45.00
Jerome Davis, Firefighter, Engine Company 116; injured January 9, 1982	70.00
Robert Dehler, Firefighter, Engine Company 30; injured August 31, 1981	584.93
Idelle F. Dunn, Paramedic, Ambulance 20; injured January 12, 1982	38.75
Harry Farrell, Firefighter, Hook & Ladder 59; injured January 18, 1982	110.70
Timothy Fitzgerald, Firefighter, Hook & Ladder 4; injured November 2, 1981	184.50
Leroy Fleming, Firefighter, Truck 35; injured November 28, 1981	128.75
Daniel Gallichio, Firefighter, Truck 46; injured December 21, 1981	179.00
Charles E. Gamble, Lieutenant, Engine Company 16; injured January 3, 1982	100.00
Clifford R. Gartner, Firefighter, Squad 3; injured December 9, 1981	90.00
John M. Geary, Lieutenant, Truck 10; injured November 1, 1981	2,163.69
Fred Gawryk, Firefighter, Truck 15; injured November 22, 1981	100.00
Kenneth Gilbertsen, Paramedic, Ambulance 24; injured December 27, 1981	100.00
Michael Gilmore, Firefighter, Truck 41; injured January 18, 1982	272.50
Jose R. Gonzalez, Lieutenant, Engine Company 85; injured January 10, 1982	65.00
Joseph Grajek, Lieutenant, Snorkel Squad 3; injured January 10, 1982	166.00
Alfred Hain, Firefighter, Engine Company 4; injured January 10, 1982	133.50
Neal Hannah, Firefighter, Engine Company 22; injured December 11, 1981	103.50
Myles P. Hasty, Relief Engineer, Engine Company 81; injured January 10, 1982	1,618.20
George Healy, Firefighter, Truck 49; injured December 2, 1981	273.00
Michael R. Heiser, Firefighter, Truck 14; injured December 22, 1981	95.70
John Herling, Lieutenant, Engine Company 35; injured November 20, 1981	81.00
Robert Janozik, Firefighter, Engine Company 60; injured January 3, 1982	180.20
Charles E. Johnson, Engineer, Engine Company 22; injured January 10, 1982	67.50

Marvin Johnson, Firefighter, Hook & Ladder 10; injured November 24, 1981	\$ 174.50
William Kestler, Firefighter, Engine Company 42; injured September 22, 1981	2,570.00
Lester Keys, Firefighter, Truck 33; injured January 9, 1982	70.00
Brian Kinnear, Paramedic, Ambulance 4; injured December 23, 1981	50.00
James Kleinick, Firefighter, Engine Company 44; injured November 9, 1981	109.55
Steve Knott, Paramedic in Charge, Ambulance 35; injured November 19, 1981	112.11
Mark Krichiver, Paramedic, Ambulance 44; injured December 27, 1981	78.65
John J. Kroulaidis, Firefighter, Hook & Ladder 11; injured January 15, 1982	512.00
Casey Kulinski, Paramedic, Relief; injured December 27, 1981	61.60
Bernard Lacey, Firefighter, Engine Company 16; injured January 19, 1982	74.50
Thomas Looney, Firefighter, Truck 20; injured January 10, 1982	175.00
John McDonald, Lieutenant, 4th District Relief; injured January 10, 1982	35.00
John McDonald, Lieutenant, Relief Officer; injured January 19, 1982	105.00
John McKay, Lieutenant, Truck 50; injured January 11, 1982	764.40
Michael McShane, Firefighter, Hook & Ladder 22; injured January 14, 1982	114.00
Val Mace, Firefighter, Engine Company 81; injured December 19, 1981	107.00
Donald Maggioncalda, Firefighter, Engine Company 110; injured January 10, 1982	65.00
Joseph V. Mahoney, Relief Lieutenant, Engine Company 109; injured December 18, 1981	135.00
James Magnai, Firefighter, Hook & Ladder 47; injured November 29, 1981	183.00
Robert Muth, Firefighter, Engine Company 88; injured January 11, 1982	151.00
Daniel Nockels, Captain, Hook & Ladder 58; injured January 5, 1982	145.00
Daniel O'Farrell, Firefighter, Engine Company 47; injured August 27, 1981	1,487.60
Burness Orr, Firefighter, Hook & Ladder 32; injured January 10, 1982	90.00
Joseph Pawlak, Firefighter, Hook & Ladder 4; injured December 6, 1981	77.00
Mark Pecor, Firefighter, Hook & Ladder 34; injured December 4, 1981	10.00
Charles Peters, Paramedic in Charge, South Relief; injured October 1, 1981	105.00
John Power, Firefighter, Hook & Ladder 11; injured December 19, 1981	40.00
Eddie Reed, Firefighter, Truck 27; injured January 17, 1982	93.00
Rudolph H. Rinas, Jr., Firefighter, Engine Company 116; injured January 18, 1982	183.00
Cheryl Rotza, Paramedic, Ambulance 7; injured January 11, 1982	101.50

Jose Santiago, Firefighter, Squad 2; injured November 20, 1981	\$ 99.50
Richard Schumann, Firefighter, Engine Company 55; injured January 11, 1982	65.00
Mary Schwartz, Paramedic, Ambulance 48; injured December 25, 1981	65.00
George Schlomas, Engineer, Engine Company 101; injured January 9, 1982	62.00
Robert Shaughnessy, Paramedic, Ambulance 27; injured May 26, 1981	30.00
Michael Shemash, Firefighter, Engine Company 65; injured December 26, 1981	399.70
Pat Sperindeo, Firefighter, Engine Company 35; injured December 11, 1981	209.50
William Steiner, Paramedic, Ambulance 45; injured October 4, 1981	275.00
James Sullivan, Paramedic in Charge, Ambulance 39; injured October 2, 1981	53.75
Thomas Sweeney, Firefighter, Hook & Ladder 44; injured December 17, 1981	94.00
George Tebbens, Lieutenant, Hook & Ladder 32; injured December 15, 1981	300.60
Hector Tellado, Firefighter, Hook & Ladder 35; injured January 8, 1982	141.50
Joseph E. Thiel, Jr., Firefighter, Truck 28; injured January 11, 1982	284.50
Paul Troch, Paramedic, Ambulance 20; injured February 11, 1981	53.30
Paul Troch, Paramedic, Ambulance 32; injured September 18, 1981	115.00
Raymond E. Walsh, Captain, Engine Company 29; injured January 10, 1982	166.00
Wayne Varney, Firefighter, Truck 35; injured November 24, 1981	278.35
William Wojcik, Firefighter, Engine Company 116; injured October 5, 1981	234.00
Edward Zubek, Firefighter, Truck 41; injured January 18, 1982	1,723.40
Ronald Zymali, Firefighter, Engine Company 44; injured January 10, 1982	640.00;

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 expense, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Joyce B. Gordon, 292122, Public Housing Division; injured December 17, 1981	\$ 147.00
Fred E. Hattenberger, 329220, District 24; injured September 25, 1981	177.45
James A. Murphy, 578295, District 7; injured November 8, 1981	137.00
Daniel J. Powers, 659594, District 11; injured March 12, 1981	210.00
Mitchell J. Ramski, 673202, District 9; injured April 17, 1981	150.00
Hugh B. Versteegh, 832830, District 14; injured April 27, 1979	243.00
Thomas E. Walsh, 844300, District 8; injured November 22, 1981	128.00
Wayne J. Zions, 893343, District 22; injured December 21, 1981	196.00
John Zoch, 893774, District 24; injured September 25, 1981	81.00.

**Authority Granted for Payment 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--44.

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 Councils Rules of Order.

The following is said order as passed:

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

Various License Refunds.

Department of Finance, City Comptroller:
Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Romel Esmail, d/b/a White Hen Pantry, 7250 N. Harlem, Chicago, Illinois 60648	1391 Hardware	\$ 12.00

March 30, 1982

REPORTS OF COMMITTEES

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<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Romel Esmail, d/b/a White Hen Pantry, 7250 N. Harlem, Chicago, Illinois 60648	6362 Tobacco	80.00
B & B Machine Works, Incorporated, 9931 Franklin Avenue, Franklin Park, Illinois 60131	32 Machine Shop	130.00
Sara and Alfredo Virella, 1147 N. Pulaski, Chicago, Illinois 60651	31622 Food	75.00
Boleslaw Nowakowski, 4042 N. Milwaukee, Chicago, Illinois 60641	11448 Food	25.00
Min Corporation, 666 Industrial Drive, Elmhurst, Illinois 60126	1483 Liquor	669.00
John Kapsaskis, 11147 S. Michigan Avenue, Chicago, Illinois 60628	3573 Food	150.00

Damage to Vehicle.

Fire Department: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Jack Ohringer, 2707 W. Jarvis, Chicago, Illinois 60645	7-16-81 1454 E. 55th Street	\$ 116.28

Damage to Vehicle.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
William Stewart 8831 S. Merrill, Chicago, Illinois 60617	10-23-81 11 S. Dearborn Street	\$ 46.40
Tom Lowery Construction Company, 10936 S. Kostner Avenue, Oak Lawn, Illinois 60453	5-9-81 3301 E. 106th Street	2,867.00

Damage to Vehicle.

Bureau of Forestry, Department of Streets and Sanitation:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
American Freight System, Incorporated, 900 W. Delaware, Sioux Falls, South Dakota 57101	10-15-81 W. Grand and N. Austin Avenues	\$ 33.00

Damage to Vehicle.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Dorothy Joan Magee, 5655 N. Kilbourn Avenue, Chicago, Illinois 60646	2-4-81 6112 N. Lincoln Avenue	\$ 70.95
James Edwards, 2772 E. 75th Street, Chicago, Illinois 60649	10-12-81 87th and Lafayette Street	700.00
Allstate Insurance Company and Odessa Hamilton, 9730 S. Western Avenue, Suite 824, Chicago, Illinois 60642	8-8-81 W. Monroe and S. Paulina Streets	223.00
Jerry J. Aquino, 1244 W. Race Avenue, Chicago, Illinois 60622	1-12-82 2309 N. Milwaukee Avenue	32.00
William Hayes, 8739 S. Honore Avenue, Chicago, Illinois 60620	2-20-82 1200 E. 87th Street	88.00
Juanita W. Collins, 244 Farragut, Park Forest, Illinois 60466	2-2-82 89th and Stony Island Avenue	20.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Joseph C. Risby, 7958 S. Throop Street, Chicago, Illinois 60620	10-7-81 80th and Throop Street	\$ 77.00

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of under ground leaks and to charge same to Account No. 200.8220.935. Department of Water.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Johnson Management, P.O. Box 386 Glenview, Illinois 60025	1703 N. Albany Avenue	\$ 300.00

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

The Committee on Finance submitted the following report:

CHICAGO, March 29, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which were referred October 16, 1980 and subsequently, sundry claims as follows:

Compensation for Personal Injury:

(Oct. 16, 1980)	Mrs. Anna C. Glatz
(Nov. 13, 1981)	Gina Solava
(Jan. 14, 1982)	Albert Moy
(Jan. 14, 1982)	Ann C. Goetzinger
(Feb. 10, 1982)	Fannie Goodson
(March 2, 1982)	Michael F. Pruyn
(March 2, 1982)	Mrs. Henry Gocal
(March 2, 1982)	Arthur Barnes

Compensation for Damage to Vehicles:

(May 29, 1981)	Jeremy Marks
(June 26, 1981)	Illinois Bell Telephone Company
(June 26, 1981)	United States Post Office
(Nov. 4, 1981)	Harve L. Schlachter
(Nov. 4, 1981)	Lawrence Schiffer
(Nov. 4, 1981)	Antonio Fernandez
(Nov. 4, 1981)	Keith Dishong
(Nov. 4, 1981)	Allstate Insurance Company and Fred K. Benoit
(Nov. 4, 1981)	James E. McNelis
(Nov. 13, 1981)	Patrick E. Riley
(Nov. 13, 1981)	Allstate Insurance Company and Ann Dempsey
(Nov. 13, 1981)	Economy Fire and Casualty Company and Felicia Spencer
(Nov. 30, 1981)	Freddie E. Turner
(Nov. 30, 1981)	Security Insurance Group and Yonan Cyrus
(Nov. 30, 1981)	Liberty Mutual Insurance Company and Corey Steel Company
(Nov. 30, 1981)	Fireman's Fund Insurance Companies and Lewis Affetto Cartage
(Dec. 11, 1981)	Recovery Services International and Jonathan Lewellyn
(Dec. 11, 1981)	Farmers Insurance Group and Bill Radez
(Dec. 11, 1981)	Allstate Insurance Company and Charles Whitman
(Dec. 18, 1981)	Liberty Trucking Company
(Dec. 18, 1981)	Allen M. Soroka
(Jan. 14, 1982)	Underwriters Adjusting Company and William Wittie
(Jan. 14, 1982)	State Farm Insurance Company and John W. Smart
(Jan. 14, 1982)	Liberty Mutual Insurance Company and Lea Cloninger
(Jan. 14, 1982)	Linette Holm
(Jan. 14, 1982)	Keren E. Johnson-Bey
(Jan. 14, 1982)	Chang H. Choi
(Jan. 14, 1982)	Jill Clinton
(Jan. 14, 1982)	Albert Anderson
(Jan. 14, 1982)	Allstate Insurance Company and Moses and Catherine Mathews
(Jan. 14, 1982)	Allstate Insurance Company and Sybille Dejonge
(Jan. 14, 1982)	William V. Wetzel
(Jan. 14, 1982)	William R. Wagner
(Jan. 14, 1982)	Dorothy Bernice Hausner
(Feb. 10, 1982)	William M. Hardy
(Feb. 10, 1982)	Joseph Grodman
(Feb. 10, 1982)	William A. Callison
(Feb. 10, 1982)	David Denison
(Feb. 10, 1982)	Osborne Royster

(Feb. 10, 1982)	Charles Chambliss
(March 2, 1982)	Choi Yoonkee
(March 2, 1982)	Oleh Wesolowsky
(March 2, 1982)	Howard J. Tatar
(March 2, 1982)	Sam Tyrell
(March 2, 1982)	Samuel Seleski
(March 2, 1982)	Jay Stuart Ralph
(March 2, 1982)	Kenneth J. Petrino
(March 2, 1982)	Anthony Ondof
(March 2, 1982)	Alfonso Magana
(March 2, 1982)	Zahieh Maali
(March 2, 1982)	Deborah E. Finelsen
(March 2, 1982)	J. Bitterman
(March 2, 1982)	Claudine V. Berry

Compensation for Property Damage:

(July 20, 1981)	Correct General Contractors and Jerry M. Kozlowski
(Nov. 4, 1981)	Bill T. Croom
(Nov. 4, 1981)	Morris Wolf
(Nov. 4, 1981)	Illinois Bell Telephone Company
(Jan. 14, 1982)	Guillermo Pons

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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--44.

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 Councils Rules of Order.

**June 4, 1982, Authorized as Official Tag Day
for the Salvation Army of Chicago.**

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

Ordered, That the Superintendent of Police be and he is hereby authorized and directed to issue a permit to the Salvation Army to tag on the streets of Chicago on Friday, June 4, 1982.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

*Placed on File--*A COMMUNICATION CONCERNING MONTHLY PROGRESS
REPORT ON SEWER BOND ISSUE PROJECT FOR THE MONTH OF
FEBRUARY, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works concerning the Monthly Progress Report of Sewer Bond Issue Projects for the month ending February, 1982.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

*Action Deferred--*ON PROPOSED ORDINANCE GRANTING AUTHORITY
TO ADVERTISE FOR SALE CITY-OWNED PROPERTY LOCATED AT
NOS. 747-749 W. 70th St. a/k/a No. 7001 S.
HALSTED ST.

The Committee on Finance submitted the following report, which was on motion of Alderwoman Barden and Alderman Streeter, Deferred and ordered published:

CHICAGO, March 30, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the City Comptroller transmitting a proposed ordinance granting the authority to advertise for sale City-owned property located at 747-49 West 70th Street/7001 South Halsted Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectively submitted,
(Signed) WILSON FROST,
Chairman.

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

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

Section 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 45 and 46 in Block 5 in Beck's Subdivision of the Southwest quarter of the Southwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 747-749 W. 70th Street/No. 7001 S. Halsted Street, Permanent Tax No. 20-21-321-001.)

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

Section 2. This ordinance shall take effect and be in full force from and after date of its passage.

*Action Deferred--*ON PROPOSED ORDINANCE GRANTING AUTHORITY
TO ADVERTISE FOR SALE CITY-OWNED PROPERTY LOCATED AT
NO. 6531 S. YALE AVE.

The Committee on Finance submitted the following report, which was, on motion of Alderwoman Barden and Alderman Streeter, Deferred and ordered published:

CHICAGO, March 30, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the City Comptroller transmitting a proposed ordinance granting the authority to advertise for sale City-owned property located at 6531 South Yale Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectively submitted,
(Signed) WILSON FROST,
Chairman.

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

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

Section 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 6 and the North half of Lot 7 and the North 15 feet of South half of Lot 7 in Block 1 in C.D. Perry's Resubdivision of Block 1 and Lots 1, 2, 3, 4, and 5 in Block 6 in Barnum Grove Subdivision of South 42.7 acres of the West half of the Northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6531 S. Yale Avenue, Permanent Tax No. 20-21-210-009).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

Section 2. This ordinance shall take effect and be in full force from and after date of its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

**Approval Given to Mayor's Appointment of Dr. Walter Massey
as Member of Economic Development Commission.**

The Committee on Economic Development submitted the following report:

CHICAGO, March 30, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication signed by Honorable Jane M. Byrne (which was referred on March 2, 1982) appointing Dr. Walter Massey as a member of the Economic Development Commission of the City of Chicago, replacing Mr. Charles Marshall, resigned for the term ending May 26, 1984, begs leave to recommend that Your Honorable Body *Approve* the appointment of Dr. Massey.

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 said appointment of Dr. Walter Massey was *Approved*, by yeas and nays as follows:

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

Nays--None.

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

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

**Orders Passed for Grants of Privileges
in Public Ways.**

The Committee on Local Industries, Streets and Alleys to which had been referred (February 10 and March 2, 1982) twenty-seven proposed orders for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

Grant to Robert and Allen's Polynesian Village: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Robert and Allen's Polynesian Village to maintain and use a canopy over the public right-of-way in W. Addison Street attached to the building or structure located at No. 6845 W. Addison Street for a period of three (3) years from and after May 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to American National Bank & Trust Company.
U/T No. 43668: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Company, U/T No. 43668 to maintain and use an existing canopy over the public right-of-way in N. Wabash Avenue attached to the building or structure located at No. 711 N. Wabash Avenue for a period of three (3) years from and after March 1, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 19 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Astro Realty, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Astro Realty, Inc. to maintain and use an existing canopy over the public right-of-way in N. Damen Avenue attached to the building or structure located at No. 4301 N. Damen Avenue for a period of three (3) years from and after May 26, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Berger Realty Group (No. 2000 N. Lincoln
Park West): Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Berger Realty Group to maintain and use an existing canopy over the public right-of-way in N. Lincoln Park West attached to the building or structure located at No. 2000 N. Lincoln Park West for a period of three (3) years from and after May 25, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 9'6" in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Berger Realty Group (No. 443 W. Wrightwood
Av.): Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Berger Realty Group to maintain and use an existing canopy over the public right-of-way in W. Wrightwood Avenue attached to the building or structure located at No. 443 W. Wrightwood Avenue for a period of three (3) years from and after May 25, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Doris T. Bernardo: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Doris T. Bernardo to maintain and use an existing canopy over the public right-of-way in West Higgins Avenue attached to the building or structure located at Nos. 6942-6946 W. Higgins Avenue for a period of three (3) years from and after May 26, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Edgewater Carpet & Rug, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Edgewater Carpet & Rug, Inc. to maintain and use an existing canopy over the public right-of-way in N. Northwest Highway attached to the building or structure located at No. 6664 N. Northwest Highway for a period of three (3) years from and after May 25, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 3'6" in width: Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to First National Bank of West Chicago, Trustee
U/T No. 692: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to First National Bank of West Chicago, as Trustee, U/T No. 692 to construct, maintain and use a canopy over the public right-of-way in North State Street attached to the building or structure located at No. 1204 N. State Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet 10 inches in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to First State Bank & Trust of Park Ridge,
Illinois, U/T No. 571: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to First State Bank & Trust of Park Ridge, Illinois, Trust No. 571 to maintain and use an existing canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at No. 5718 W. Fullerton Avenue for a period of three (3) years from and after April 7, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Greyhound Lines, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Greyhound Lines, Inc. to maintain and use three (3) canopies over the public right-of-way in W. Lake Street, N. Clark Street and W. Randolph Street attached to the building or structure located at Nos. 67-93 W. Lake Street, 193-195 N. Clark Street, 66-82 W. Randolph St. for a period of three (3) years from and after April 28, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopies not to exceed 55', 240', 14' respectively in length, nor 14 feet respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred Ninety-five and no/100 dollars (\$395.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Hyde Park Bank & Trust Company,
U/T No. 172: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hyde Park Bank & Trust Company, U/T No. 172 to maintain and use an existing canopy over the public right-of-way in East 53rd Street attached to the building or structure located at No. 1452 East 53rd Street for a period of three (3) years from and after May 23, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Interdome Travel, Realty & Insurance
Agency, Inc.: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Interdome Travel, Realty & Insurance Agency, Inc. to maintain and use an existing canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at No. 5915 West Irving Park Road for a period of three (3) years from and after May 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 56' 10" in length, nor 2'2" in width: Upon the filing of the acceptance and bond and payment of Eighty-two and no/100 dollars (\$82.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Gerald W. Luckman: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Gerald W. Luckman to maintain and use an existing canopy over the public right-of-way in N. Milwaukee Avenue attached to the building or structure located at No. 3326 N. Milwaukee Avenue for a period of three (3) years from and after April 7, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Joseph Neisler: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Joseph Neisler to maintain and use an existing canopy over the public right-of-way in West Higgins Avenue attached to the building or structure located at Nos. 6938-6940 W. Higgins Avenue for a period of three (3) years from and after May 26, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Dolores and Carmella Nessie: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Dolores and Carmella Nessie to maintain and use an existing canopy over the public right-of-way in West Montrose Avenue attached to the building or structure located at No. 5919 W. Montrose Avenue for a period of three (3) years from and after May 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 30 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to New York Life Insurance Company: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to New York Life Insurance Company to maintain and use an existing canopy over the public right-of-way in North Wacker Drive attached to the building or structure located at No. 155 North Wacker Drive for a period of three (3) years from and after May 5, 1982, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Northwest National Bank of Chicago.
U/T No. 2318: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Northwest National Bank of Chicago, U/T No. 2318 to maintain and use an existing canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at No. 4210 W. Irving Park Road for a period of three (3) years from and after May 25, 1982, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 37 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-two and no/100 dollars (\$62.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Steve Ondrala: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Steve Ondrala to maintain and use an existing canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at No. 5914 W. Fullerton Avenue for a period of three (3) years from and after April 5, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Palace Loan Co.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Palace Loan Co. to maintain and use an existing canopy over the public right-of-way in East 47th Street attached to the building or structure located at No. 216 E. 47th Street for a period of three (3) years from and after May 5, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Irene Pitzaferro: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Irene Pitzaferro to maintain and use an existing canopy over the public right-of-way in W. Diversey Avenue attached to the building or structure located at No. 6755 W. Diversey Avenue for a period of three (3) years from and after April 6, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Rago Brothers Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Rago Brothers Funeral Home to maintain, and use an existing canopy over the public right-of-way in W. Fullerton Avenue attached to the building or structure located at No. 5120 W. Fullerton Avenue for a period of three (3) years from and after May 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Wm. C. Smith & Sons, Inc. Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Wm. C. Smith & Sons, Inc. Funeral Home to maintain, and use an existing canopy over the public right-of-way in N. Cicero Avenue attached to the building or structure located at No. 2500 N. Cicero Avenue for a period of three (3) years from and after May 5, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Supera Property Management, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Supera Property Management, Inc. to maintain, and use an existing canopy over the public right-of-way in West St. James Place attached to the building or structure located at No. 444 W. St. James Place for a period of three (3) years from and after May 5, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 16'6" in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Szechwan House, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Szechwan House, Inc. to maintain, and use an existing canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at No. 600 N. Michigan Avenue for a period of three (3) years from and after February 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 2350 Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 2350 Corporation to maintain, and use a canopy over the public right-of-way in N. Clark Street attached to the building or structure located at No. 2350 N. Clark Street for a period of three (3) years from and after May 25, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 55 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Eighty and no/100 Dollars (\$80.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 247 East Chestnut Condominium: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 247 East Chestnut Condominium to maintain, and use a canopy over the public right-of-way in E. Chestnut Street attached to the building or structure located at No. 247 E. Chestnut Street for a period of three (3) years from and after March 1, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 26 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Matt Vartabedian: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Matt Vartabedian to maintain, and use a canopy over the public right-of-way in W. Grand Avenue attached to the building or structure located at No. 5960 West Grand Avenue for a period of three (3) years from and after May 4, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 36 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-one and no/100 Dollars (\$61.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

**Vacation of Part of North-South Public Alley and
Dedication of East-West Public Alley in Area
Bounded by W. 97th St., S. Claremont Av.,
W. 99th St. and S. Western Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on November 4, 1981, C.J.P. p. 7873).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley lying west of the west line of Lots 12 to 17, both inclusive; lying east of the east line of Lots 18 to 24, both inclusive; lying south of the north line of Lot 24 produced east to the center line of said alley and south of the north line of Lot 12 produced west to the center line of said alley; and lying north of a line drawn from the southwest corner of Lot 17 to the southeast corner of Lot 18 all in Block 2 in

John Jensen and Son's Beverly Highlands being a Subdivision of the South 9.25 acres of the S.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the south 211.51 feet, more or less, of the north-south 16-foot public alley in the block bounded by W. 97th Street, W. 99th Street, S. Western Avenue, and S. Claremont Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and same is hereby vacated and closed, inasmuch as the same is no long required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that the American National Bank and Trust Company, as Trustee, Trust No. 46262, shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The South 16 feet of the North 17 feet of Lot 32 in Block 2 in John Jensen and Son's Beverly Highlands being a Subdivision of the South 9.25 acres of the S.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all that part of the public alley as herein vacated, with the right to ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust No. 46262, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Seven Thousand Two Hundred Eighty-four Dollars and no/100 Dollars (\$7,284.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated similar to the sidewalk and curb in W. 99th Street; and constructing paving and curb returns in and to the 16-foot public alley to be dedicated.

The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust No. 46262, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

**Part of East-West Public Alley Vacated in Area bounded by
W. Dickens Av., W. McLean Av., N. Pulaski Road and
C.M. St. P & P. RR.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 10 1981, C.J.P. p. 6343).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 6, 7, 8, and 9 lying north of the north line of Lots 30, 31, 32, and 33; lying west of a line drawn from the southeast corner of Lot 6 to the northeast corner of Lot 33; and lying east of a line drawn from the southwest corner of Lot 9 to the northwest corner of Lot 30, all in

Price and Moss' Subdivision of S.W. 1/4, S.W. 1/4, N.W. 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 100 feet of the remaining east-west 16 foot public alley in the area bounded by W. Dickens Avenue, W. McLean Avenue, N. Pulaski Road, and the Chicago Milwaukee St. Paul and Pacific Railroad as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, MSL Industries, Inc. shall pay or cause to be paid to the City of Chicago

as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Six Thousand Three Hundred and no/100 Dollars (\$6,300.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, MSL Industries, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Part of East-West Public Alley Vacated in Block Bounded by
W. Palmer St., W. Shakespeare Av., N. Pulaski Road
and N. Springfield Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 29, 1981, C.J.P. p. 6269).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 3 to 7, both inclusive, and lying north of the north line of Lots 10 to 14, both inclusive; lying west of the west line of Lot 9, produced north, to the south line of said Lot 7; and lying east of a line drawn from the southwest corner of Lot 3 to the northwest corner of Lot 14 all in

Subdivision of Block 2 in J. Costello's Subdivision of the N.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

also

all of the east-west public alley opened by Order of Possession of the County Court, January 11, 1927, General No. 41546, being described as:

The north 14 feet of Lot 10; also, that part of Lot 11 lying north of a line drawn from a point in the east line of Lot 11, which is 12.5 feet west of the northeast corner thereof, to a point in the east line of Lot 11, which is 14 feet south of the northeast corner thereof, all in Subdivision of Block 2 in J. Costello's Subdivision of the N.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 125 feet of the remaining east-west public alley west of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in the block bounded by W. Palmer Street, W. Shakespeare Avenue, N. Pulaski Road, and N. Springfield Avenue, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Warren A. Wind, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Eleven Thousand and no/100 Dollars (\$11,000.00) which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Warren A. Wind, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

Portion of W. Englewood Av. Closed to Vehicular Traffic.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on February 10, 1982) for the Department of Housing to close a certain street right of way. This street to be closed will be landscaped and/or developed for recreational uses for the new Englewood High School Campus.

Section 1. That the street right of way of West Englewood Avenue lying in the area bounded by West 61st Place on the North, West 63rd Street to the South, South Stewart Avenue on the west and South Princeton Avenue on the east, as indicated by the words "To be Closed to Vehicular Traffic".

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Housing desires to close a certain street right of way; and

WHEREAS, The street to be closed will be landscaped and/or developed for recreational uses for the new Englewood High School Campus, and

WHEREAS, The owners of record to all of the property adjoining this street have consented to said closing; now, therefore,

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

SECTION 1. That the street right of way of West Englewood Avenue lying in the area bounded by West 61st Place on the north, West 63rd Street to the south, South Stewart Avenue on the west and South Princeton Avenue on the east, as indicated by the words "To be Closed to Vehicular Traffic" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this Ordinance, be and the same is hereby closed to vehicular traffic except for fire, police and other emergency vehicles.

SECTION 2. That all costs necessitated by the removal and/or relocation of existing utilities, both public and private, shall be borne by the Public Building Commission. They shall also be responsible to bring to original condition any site work removed or altered by any utilities in their easements.

SECTION 3. That easement shall be granted to any involved utilities, both public and private, for service to existing utility lines in this closed right of way.

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

**Time Extension Ordinance Concerning Vacation of Public
Alley in Block Bounded by W. Chicago Av., N.
Carpenter St., N. Milwaukee Av. and N.
Ogden Av.**

The Committee on Local Industries, Streets and Alleys submitted the following report.

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an Order passed by the City Council October 22, 1981, (C.J. p. 7702 and 7703) and an Opinion dated March 11, 1982, for Dre Que, Richard Erlich and Chicago Ogden Building Corporation, providing for the vacation of public alleys in the block bounded by W. Chicago Avenue, N. Carpenter St., N. Milwaukee Avenue and N. Ogden Avenue.

Said ordinance was not recorded within the time limit of 90 days as provided in the ordinance.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on October 22, 1981 appearing on pages 7702 and 7703 of the Journal of the Proceedings of said date, providing for the vacation of public alleys in the Block bounded by W. Chicago Av., N. Carpenter St., N. Milwaukee Av. and N. Ogden Av., and

WHEREAS, Said ordinance was not recorded within the time limit of 90 days as provided in the ordinance, and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley as dedicated by Plat of Dedication recorded May 2, 1923, as Document No. 7910447 in the Office of the Recorder of Deeds, Cook County, Illinois, and described as follows: The east 16 feet of Lot 24 in Elston's Subdivision of land in the W. 1/2 of the N.E. 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, being Block 2 in Assessor's Division in the N.E. 1/4 of said Section 8

also

all the northwesterly-southeasterly 10-foot public alley lying northeasterly of the northeasterly line of Lots 7 to 14, both inclusive; lying southwesterly of the southwesterly line of Lot 17; lying southwesterly, west and north of the southwesterly, west and north lines of Lot 18, lying southwesterly and south of the southwesterly and south lines of Lot 22; lying west of the east line of said Lot 22 produced south to the north line of said Lot 18; lying southwesterly of the southwesterly line of Lots 23 and 24; and lying east of the west line of the east 16 feet of Lot 24 produced south, all in Elston's Subdivision of Land in the W. 1/2 of the N.E. 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, being Block 2 in Assessor's Division in the N.E. 1/4 of said Section 8; said public alleys herein vacated being further described as all of the north-south 16-foot public alley together with all of the northwesterly-southeasterly 10-foot public alley in the block bounded by W. Chicago Avenue, N. Carpenter Street, N. Milwaukee Avenue and N. Ogden Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Dre Que, Richard Erlich and Chicago Ogden Building Corporation, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated, the sum of Eleven Thousand

Five Hundred Dollars and no/100 dollars (\$11,500.00) which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in W. Chicago Avenue and N. Carpenter Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Dre Que, Richard Erlich and Chicago Ogden Building Corporation, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Permission Granted to Capital Associates to Set Back
Curb at Specified Locations.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on March 2, 1982):

Ordered. That the Commissioner of Streets and Sanitation is hereby directed to issue 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 the approval of plans, upon payment of fees and without compensation. The adjoining property owner should assume full responsibility for maintenance and snow removal.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Installation and Maintenance of Seven Trees in Surface and
Subsurface Planters Adjacent to Joe Perillo Pontiac,
Inc. at No. 1111 W. Diversey Av., Etc.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on March 2, 1982):

Ordered. That the Commissioner of Streets and Sanitation is hereby directed to give consideration to the installation and maintenance of 7 trees in subsurface planters and above surface planters located adjacent to Joe Perillo Pontiac, Inc., at No. 1111 W. Diversey Avenue and along the west side of N. Seminary Avenue, immediately south of W. Diversey Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

**Permission Granted Levy Organization and One Magnificent
Mile to Erect, Install and Maintain Granite Sidewalk,
Etc. at Specified Locations.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 2, 1982) that the Commissioner of Streets and Sanitation is hereby authorized to issue the necessary permits to the Levy Organization and One Magnificent Mile, to erect, install and maintain a granite sidewalk, thirteen (13) tree pits and four (4) stone containers located on the sidewalk at the addresses known as 115-125 East Walton Street, 920-950 North Michigan Avenue and 115-135 East Oak Street, etc.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized to issue the necessary permits to the Levy Organization and One Magnificent Mile, an Illinois Limited Partnership, to erect, install and maintain granite sidewalk, thirteen (13) tree pits and four (4) stone containers located on the sidewalk

at the addresses known as 115-125 East Walton Street, 920-950 North Michigan Avenue and 115-135 East Oak Street, Chicago, Illinois, subject to the payment of fees, without compensation, as per plans approved by the Department of Streets and Sanitation and subject to the following conditions:

1. Property owner agrees to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation under the authorization requested herein.
4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of any, from any and all liabilities, lien, judgments, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

**Achsah Bond Drive Renamed
"Solidarity Drive"**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body pass the proposed ordinance transmitted herewith (referred on March 2, 1982) that the name by which Achsah Bond Drive, along its entire length, shall be known as "Solidarity Drive."

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The name by which Achsah Bond Drive, along its entire length, shall be known is "Solidarity Drive."

SECTION 2. The Commissioner of Streets and Sanitation is authorized and directed to place the proper signs bearing the name set forth in Section 1 along said street.

SECTION 3. This ordinance shall take effect upon its passage.

**Name of Property in Block Bounded by W. Madison St., W. Fifth Av.,
and S. Francisco Av. Renamed "S. Mozart Avenue."**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys having had an ordinance (referred on March 2, 1982) that the name of the property acquired for street purposes pursuant to an ordinance passed July 8, 1969, and Condemnation Case No. 70-L-14802 in the block bounded by W. Madison Street, W. Fifth Avenue and S. Francisco Avenue be renamed S. Mozart Avenue begs leave to recommend that Your Honorable Body *pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett the proposed substitute 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. That the name of the property acquired for street purposes pursuant to an ordinance passed July 8, 1969, and Condemnation Case No. 70-L-14802 in the block bounded by W. Madison Street, W. Fifth Avenue and S. Francisco Avenue be and the same is hereby named S. Mozart Avenue (No. 13-27-82-770).

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

**Ordinance Repealed for Grading, Paving and Improving
Roadways of Alleys at Specified Locations.**

The Committee on Local Industries, Streets and Alleys submitted five proposed ordinances (under separate committee reports) transmitted by the Board of Local Improvements for *repeal* of ordinances previously passed for grading, paving and otherwise improving roadways of alleys (which were referred to the committee on March 2, 1982).

On separate motions made by Aldermen Barnett *each* of the five proposed *repealing* 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following are descriptive summaries of the said *repealing* ordinances as passed:

*Repeal of Ordinance for Grading, Paving and Improving Roadways
of Alleys between W. 41st St., W. 42nd St., S. Fairfield Av.
and S. California Av., Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on January 14, 1982, as is noted on page 9183 of the Journal of the Proceedings of said date, for grading, paving and improving the roadways of the alleys between W. 41st Street, W. 42nd Street, S. Fairfield Avenue and S. California Avenue, etc.

*Repeal of Ordinance for Grading, Paving and Improving Roadways of
Alleys between S. Archer Av., W. 44th St., S. Troy St. and
S. Kedzie Av.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 26, 1981, as is noted on page 6455 of the Journal of the Proceedings of said date, for grading, paving and improving the roadways of the alleys between S. Archer Avenue, W. 44th Street, S. Troy Street and S. Kedzie Avenue.

*Repeal of Ordinance for Grading, Paving and Improving Roadways
of Alleys between W. 51st St., W. 51st Pl., S. Hoyne Av.
and Pittsburgh, Cincinnati, Chicago and St. Louis
RR. Etc.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 26, 1981, as is noted on page 6454 of the Journal of the Proceedings of said date, for grading, paving and improving the roadways of the alleys between W. 51st Street, W. 51st Place, S. Hoyne Avenue and Pittsburgh, Cincinnati, Chicago and St. Louis RR., etc.

*Repeal of Ordinance for Grading, Paving and Improving Roadways
of Alleys between W. Vermont St., W. 129th Pl., S. Morgan
St. and Chicago City Limits.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 26, 1981, as is noted on page 6455 of the Journal of the Proceedings of said date, for grading, paving and improving the roadways of the alleys between W. Vermont Street, W. 129th Place, S. Morgan Street and Chicago City Limits.

*Repeal of Ordinance for Grading, Paving and Improving Roadway
of Alley between W. 97th Pl., W. 98th St., S. Racine Av.
and S. Throop St.*

An ordinance to *Repeal* the ordinance passed by the City Council on June 26, 1981, as is noted on page 6455 of the Journal of the Proceedings of said date, for grading, paving and improving the roadway of the alley between W. 97th Place, W. 98th Street, S. Racine Avenue and S. Throop Street.

*Action Deferred--ON PROPOSED ORDINANCE FOR VACATION
OF PORTION OF W. 64TH ST.*

The Committee on Local Industries, Streets and Alleys submitted the following report, which was, on motion of Alderman Burke and Alderwoman Barden, *Deferred*, and ordered published:

CHICAGO, March 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith of an Order passed by the City Council May 29, 1981, (C.J. p. 6267) and of an Opinion dated February 2, 1982, to the Peoples Gas Light and Coke Company, vacating all of the remaining part of W. 64th Street lying west of a line 154.6 feet west of the west line of S. State Street.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now therefore,

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

Section 1. That all that part of W. 64th Street lying south of the south line of Lot 2 in Block 9; lying north of the north line of Lot 2 in Block 10; lying west of a line drawn from the southeast corner of Lot 2 in Block 9 to a point on the north line of Lot 2 in Block 10 which is 8.37 feet west of the northeast corner of said Lot 2; and lying easterly of a curved line convex to the west, having a radius of 45.0 feet and running southwardly, an arc distance of 74.09 feet from a point on the south line of Lot 2 in Block 9 which is 61.19 feet west of the southeast corner of said Lot 2 to a point on the north line of Lot 2 in Block 10 which is 69.56 feet west of the northeast corner of said Lot 2 all in

Skinner and Judd's Subdivision of the N.E. $\frac{1}{4}$ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian;

also

all that part of W. 64th Street as dedicated by Plat of Dedication and recorded January 20, 1964, in the Office of the Recorder of Deeds, in Cook County, Illinois, as Document No. 19026266, and described as follows:

A part of Lot 2 in Block 9 in Skinner and Judd's Subdivision of the N.E. $\frac{1}{4}$ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, said part of Lot 2 being bounded and described as follows:

Beginning at the southeast corner of said Lot 2 and running thence west along the south line of said Lot 2 a distance of 61.19 feet; thence eastwardly along the arc of a circle, convex to the north having a radius of 45.0 feet and being at its mid point a distance of 12.0 feet north from said south lot line, a total arc distance of 67.28 feet to the point of beginning;

Also a part of Lot 2 in Block 10 in Skinner and Judd's Subdivision of the N.E. $\frac{1}{4}$ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, Said part of Lot 2 being bounded and described as follows:

Beginning on the north line of said Lot 2 at a point which is 8.37 feet west from the northeast corner of said Lot 2 and running thence west along said north lot line a distance of 61.19 feet; thence eastwardly along the arc of a circle, convex to the south, having a radius of 45.0 feet and being at its mid point a distance of 12.0 feet south from said north lot line, a total arc distance of 67.28 feet to the point of beginning;

said part of public street herein vacated being further described as all that part of W. 64th Street lying between a line 154.6 feet west of the west line of S. State Street and the easterly line of vacated W. 64th Street between S. Perry Avenue and S. State Street as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing, for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

Section 2. The City of Chicago reserves 33 feet on either side of the center line of that part of W. 64th Street herein vacated as a right of way for existing water and sewer mains and appurtenances thereto, and for the installation of any additional water and sewer mains or other municipally-owned service facilities now located or which in the future may be located in that part of W. 64th Street herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

Section 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the PEOPLES GAS LIGHT AND COKE COMPANY shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Six Thousand Four Hundred Dollars and no/100 dollars (\$6,400.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing sidewalk and curb at the east terminus of that part of W. 64 Street hereby vacated, similar to the sidewalk and curb in W. 64th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

Section 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the PEOPLES GAS LIGHT AND COKE COMPANY, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

Section 5. This ordinance shall take effect and be in force from and after its passage.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward.)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred---PROPOSED ORDINANCE TO ESTABLISH LOADING ZONE ON W. WASHINGTON BLVD.

Alderman Nardulli (for Alderman Ray, 27th Ward) presented a proposed ordinance to establish a 50-foot loading zone on W. Washington Boulevard (north side) between N. Carpenter Street and N. Morgan Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Bloom (5th Ward)	E. 75th Street (south side) from a point 51 feet east of S. Luella Avenue to a point 72 feet east thereof--8:00 A.M. to 5:00 P.M.;
Schulter (47th Ward)	N. Damen Avenue (west side) at No. 4534 (for 3 car lengths)--8:00 A.M. to 8:00 P.M.--Monday through Saturday.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Street, Distance and Direction</i>
Burke (14th Ward)	First north-south alley in the 5100 block between S. Western and S. Artesian Avenues--northerly;
Farina (36th Ward)	N. Newland Avenue from W. Belden to W. Grand Avenues--northerly;
	N. Sayre Avenue from W. Grand to W. Belden Avenues--southerly;
Rittenberg (40th Ward)	N. Rockwell Street from W. Lawrence to W. Carmen Avenues--northerly;
	N. Sacramento Avenue from W. Montrose Avenue to W. Irving Park Road--southerly;
Merlo (44th Ward)	W. Henderson Street from N. Greenview Avenue to N. Southport Avenue.

Referred--PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION
ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION
ON PORTION OF S. EBERHART AV.

Alderman Sawyer (6th Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on S. Eberhart Avenue between E. 91st and E. 92nd Streets (southerly); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--PROPOSED ORDER FOR REMOVAL OF PARKING METERS AT
NO. 6240 N. WESTERN AV.*

Alderman Rittenberg (40th Ward) and Alderman Stone (50th Ward) presented a proposed order for the removal of parking meters 482/4104, 482/4105, and 482/4107 from in front of No. 6240 N. Western Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to limit the parking of vehicles to specified periods 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>
Burke (14th Ward)	S. Ashland Avenue, at No. 5851 (60 minutes)--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
Nardulli (26th Ward)	N. Ogden Avenue, at No. 550 (15 minutes)--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
Farina (36th Ward)	W. Diversey Avenue (both sides), in the 5600 block (60 minutes)--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
Casey (37th Ward)	N. Cicero Avenue, at No. 1601 (30 minutes)--9:00 A.M. to 6:00 P.M.--Monday through Saturday.

*Referred--PROPOSED ORDINANCE TO AMEND PARKING LIMITATION
DURING SPECIFIED HOURS ON PORTION OF S. NOTTINGHAM AV.*

Alderman Stemberk (for Alderman Lipinski, 23rd Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on S. Nottingham Avenue (both sides) from W. Archer Avenue to the first alley south thereof from 8:00 A.M. to 8:00 P.M. on Monday through Friday (instead of one hour periods); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDINANCE TO AMEND PARKING LIMITATION DURING
SPECIFIED HOURS ON PORTION OF W. ADDISON ST.*

Alderman Merlo (44th Ward) presented a proposed ordinance to limit the parking of vehicles from 3:00 P.M. to 6:00 P.M. on W. Addison Street from N. Sheffield Avenue to the Kennedy Expressway--except Saturdays, Sundays and holidays (instead of from 4:00 P.M. to 6:00 P.M.); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.*

The aldermen named below presented 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:

*Alderman**Location and Distance*

Roti (1st Ward)	W. Maxwell Street from a point 58 feet east of S. Jefferson Street to a point 70 feet east thereof;
Shaw (9th Ward)	E. 103rd Place (south side), at No. 549 (except for handicapped);
Majerczyk (12th Ward)	S. Archer Avenue, at Nos. 4327-4341;
Stemberk (for Lipinski, 23rd Ward)	S. Natoma Avenue, at No. 6223 (except for handicapped);
Marzullo (25th Ward)	W. Cullerton Street, at No. 2248 (except for handicapped);
Nardulli (for Ray, 27th Ward)	W. Adams Street (north side) from S. Jefferson Street to a point 100 feet east thereof (tow-away zone);
Davis (29th Ward)	W. Midway Park, at No. 5929 (except for handicapped);
Gabinski (32nd Ward)	N. Oakley Avenue (west side), at No. 1324 (except for handicapped);
Mell (for Marcin, 35th Ward)	W. Newport Avenue, at No. 4911 (except for handicapped);
Farina (36th Ward)	N. Rutherford Avenue (west side), at No. 2738 (except for handicapped);
Casey (37th Ward)	W. North Avenue, at No. 4707;
Schulter (47th Ward)	N. Oakley Avenue (north side), at No. 4130 (except for handicapped);
Stone (50th Ward)	W. Devon Avenue (north side) from the crosswalk at N. Claremont Avenue to a point 15 feet west thereof; W. Fitch Avenue (north side), at No. 2940 (except for handicapped).

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF N. HURLBUT AV.

Alderman Pucinski (41st Ward) presented a proposed ordinance to prohibit the parking of vehicles on the north side of the 6500 block of N. Hurlbut Avenue from 8:00 A.M. to 4:00 P.M. on school days only; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED TIMES ON PORTION OF S. SHIELDS AV.

Alderman Huels (11th Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of S. Shields Avenue between W. 33rd and W. 34th Streets during ball games; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST
PARKING OF VEHICLES DURING SPECIFIED HOURS IN THE
DEARBORN PARK COMPLEX.

Alderman Roti (1st Ward) presented a proposed ordinance to prohibit the parking of vehicles from 8:00 A.M. to 10:00 A.M. on Monday through Friday in the Dearborn Park Complex (instead of on Monday through Saturday); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PARKING
PROHIBITION AGAINST VEHICLES DURING SPECIFIED HOURS
ON PORTION OF W. DIVISION ST.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to discontinue the parking prohibition against vehicles on the north side of W. Division Street from a point 200 feet west of N. Rockwell Street to a point 200 feet east of N. Rockwell Street from 4:00 P.M. to 6:00 P.M. except on Saturdays, Sundays and holidays; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDER FOR SURVEY TO DESIGNATE
"RESIDENTIAL PARKING ONLY" AREA.

Alderman Hagopian (30th Ward) presented a proposed order to cause a survey to be made to designate a "Residential Parking Only" area in the 3000 and 3100 blocks of N. Knox Avenue between W. Wellington and W. Belmont Avenues from 4:00 P.M. to 11:00 P.M.; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR INSTALLATION
OF TRAFFIC SIGNS.

The Aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Sawyer (6th Ward)	S. Calumet Avenue and E. 74th Street--"Stop"; E. 95th Street and S. Dr. Martin Luther King Jr. Drive--"Left Turn on Arrow";
Stemberk (for Lipinski, 23rd Ward)	W. 51st Street and S. Lawler Avenue--"Stop" (survey); W. 52nd Street and S. Lockwood Avenue--"Stop" (survey); W. 53rd Street and S. Ridgeway Avenue--"3-Way Stop"; W. 57th Street and S. Mobile Avenue--"Stop" (survey); W. 60th Street and S. Mobile Avenue-- "Stop" (survey);

Hagopian (30th Ward)	W. Henderson Avenue and N. Keeler Avenue--"Stop"; W. School Street and N. Keeler Avenue--"Stop";
Farina (36th Ward)	W. George Street and N. Major Avenue--"All-Way Stop"; N. Pacific Avenue and W. School Street--"Stop";
Laurino (39th Ward)	N. Dowagiac Avenue and N. Waukesha Avenue--"4-Way Stop";
Pucinski (41st Ward)	W. Imlay Avenue and N. Sayre Avenue--"2-Way Stop";
Schulter (47th Ward)	N. Rockwell Street and W. Belle Plaine Avenue--"Stop."

Referred--PROPOSED ORDER FOR REMOVAL OF TRAFFIC SIGNS
ON W. 59th ST.

Alderman Burke (14th Ward) presented a proposed order to remove "No Parking-4 P.M. to 6 P.M., except Saturdays, Sundays and holidays" signs on W. 59th Street (north side) between S. Ashland Avenue and a point 125 feet west thereof; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS
FOR VEHICLES ON PORTION OF S. OGLESBY AV.

Alderman Bloom (5th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on S. Oglesby Avenue from S. 75th to S. 79th Streets; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY
PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN VRDOLYAK (10th WARD):

To classify as a Business Planned Development, as amended, instead of Business Planned Development No. 248 the area shown on Map No. 28-A bounded by

E. 117th Street; S. Ewing Avenue; E. 118th Street; S. Avenue O; a line 245.82 feet north of and parallel to E. 118th Street; and a line 125 feet east of and parallel to S. Avenue O.

BY ALDERMAN GABINSKI (32nd WARD):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 3-G bounded by

the alley 125 feet north of W. Division Street; the alley 125 feet west of N. Noble Street; W. Potomac Street; and N. Noble Street.

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>
Barnett (2nd Ward)	George Jones, St. Thomas Church
Stemberk (for Lipinski, 23rd Ward)	Marion Gilbert, V. Raudys, Dr. Faustina B. Valentine
Nardulli (26th Ward)	Jeannine Kingsberry
Gabinski (32nd Ward)	Casimer Kosinski, Frank E. Ohrem
Mell (33rd Ward)	David J. Marek.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND
ON PORTION OF S. CLARK ST.

A proposed ordinance to establish a bus stand on S. Clark Street (west curb) from a point 353 feet south of the south property line of W. Harrison Street to a point 33 feet south thereof; which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN KENNER (3rd Ward):

*Referred--*PROPOSED RESOLUTION TO CONDUCT PUBLIC HEARINGS
QUESTIONING EMERGENCY PARAMEDIC SERVICE IN HOUSING
DEVELOPMENTS, ETC.

A proposed resolution urging the Committee on Police, Fire, Personnel and Municipal Institutions to conduct public hearings questioning the emergency paramedic service's responsibility in responding to calls for emergency vehicles in Chicago Housing Authority developments, etc; which was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

Presented by

ALDERMAN BLOOM (5th Ward):

Coach Ted Haydon Congratulated on Occasion of His 70th Birthday, Etc.

A proposed resolution reading as follows:

WHEREAS, Coach Ted Haydon of the University of Chicago Track Club celebrated his 70th birthday on March 29, 1982; and

WHEREAS, Coach Haydon has run this unique Club which welcomes athletes of all abilities from world record holders to aging joggers; and

WHEREAS, Club members have been on many Olympic teams as well as in the Pan American Games, the World Cup and other competitions; and

WHEREAS, Coach Haydon shows as much dedication to coaching hundreds of athletes of modest ability as to world record holders; and

WHEREAS, He attended Fiske Elementary School, the University of Chicago Laboratory School and the University of Chicago and worked as a sociologist and youth worker before becoming track coach for the University of Chicago in 1950; and

WHEREAS, Coach Haydon lives in the community of South shore with his wife of 47 years, Golde; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, assembled this 30th day of March, 1982, do offer our congratulations and best wishes to Coach Ted Haydon on the occasion of his 70th birthday and thank him for his dedicated community service over the past 30 years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Coach Ted Haydon.

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

On motion of Alderman Bloom, seconded by Alderman Bertrand, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHAW (9th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION TO DECLARE CITY COUNCIL'S OPPOSITION TO PREVIOUSLY ESTABLISHED HUD PROPOSALS CONCERNING PUBLIC HOUSING RESIDENTS, ETC.

A proposed resolution, presented by Alderman Shaw, Kenner, and Natarus, to declare the City Council's opposition to previously established HUD proposals as set forth relative to the residents of all public housing in Chicago etc.; which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN HUELS (11th Ward):

Tribute to the Late Firefighter Robert Danaher.

A proposed resolution reading as follows:

WHEREAS, The office of Firefighter is a high duty and noble calling which embodies the best spirit of public service; and

WHEREAS, The giving up of ones life for one's country, one's home, one's fellow citizens and one's family and friends in the interest of their safety is the greatest sacrifice a person can offer; and

WHEREAS, Such a sacrifice shows the greatest possible demonstration of love and unselfishness; and

WHEREAS, Firefighter Robert Danaher served his City well and truly for seventeen years; and

WHEREAS, On the fifth day of March, 1982 Firefighter Robert Danaher, at personal risk to his life and limb repeatedly re-entered a fire to rescue others; and

WHEREAS, On this fifth day of March, 1982 citizen Robert Danaher gave up his life in service to his City, his family and his nation; now, therefore,

Be It Resolved, That we the Mayor and the Members of the City Council gathered this 30th day of March, 1982, do hereby express our deep sorrow on the passing of Firefighter Robert Danaher and do extend to his widow and family our most profound expression of sympathy; and

Be It Further Resolved, That a copy of this resolution be presented to Mrs. Theresa Danaher and the children Eileen, Maureen, Colleen and Robert, Jr.

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*, by a rising vote.

Presented by

ALDERMAN KELLEY (20th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION SUPPORTING OPERATION PUSH IN ITS
CAMPAIGN TO DEVELOP MUTUALLY BENEFICIAL RELATIONSHIP
BETWEEN CHICAGO COCA-COLA BOTTLING COMPANY
AND CHICAGO'S BLACK COMMUNITY, ETC.

A proposed resolution, presented by Aldermen Kelley, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Streeter, Sherman, Shumpert, Carothers and Davis, supporting Operation PUSH in its campaign to develop a mutually beneficial economic relationship between the Chicago Coca-Cola Bottling Company and Chicago's Black Community, etc.; which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN STEMBERK (22nd Ward):

Referred--PROPOSED ORDER FOR PAVING OF STREET AT
4400 SOUTH NEAR S. LAVERGNE AV.

A proposed order to pave a street near W. 4400 South from S. Lavergne Avenue to S. Leamington Avenue; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDER TO INSTALL STREET LIGHTS AT 4400 and 4500
SOUTH NEAR S. LAVERGNE AV.

Also a proposed order to install street lights in the 4400 south and 4500 south blocks from S. Lavergne Avenue to S. Cicero Avenue due to present insufficient lighting; which was *Referred to the Committee on Local Industries, Streets and Alleys*.

Presented for

ALDERMAN LIPINSKI (23rd Ward):

Building Declared Public Nuisance and Order Demolished.

A proposed ordinance, presented by Alderman Stemberk, reading as follows:

WHEREAS, The building located at Nos. 6555-6559 W. 63rd Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at Nos. 6555-6559 W. 63rd Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huelis, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Mr. and Mrs. Walter Furtak Congratulated on Occasion of
Their Golden Wedding Anniversary.**

Also a proposed resolution, presented by Alderman Stemberk, reading as follows:

WHEREAS, Walter and Stephanie Furtak, outstanding citizens of the City of Chicago, have just celebrated fifty years of wedded bliss; and

WHEREAS, Walter and Stephanie Furtak are residents of Chicago's great 23rd Ward and are an outstanding example of family life, with five grandchildren; and

WHEREAS, Walter and Stephanie Furtak have always contributed their energies to the grateful Chicago Community where they have lived for over two decades; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 30th day of March, 1982, do hereby offer our heartiest congratulations to Mr. and Mrs. Walter Furtak on the occasion of their Golden Wedding Anniversary, as well as our best wishes to them for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Walter Furtak.

Alderman Stemberk 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 Stemberk the foregoing proposed resolution was *Adopted*.

Presented for

ALDERMAN RAY (27th Ward):

**Drafting of Ordinance Directed for Vacation
of Specified Public Alleys.**

A proposed order, presented by Alderman Nardulli, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 115 feet of the first east-west 14.5-foot public alley south of W. Randolph Street and the vacation of the west 115 feet of the first east-west 14.5-foot public alley north of W. Washington Boulevard in the block bounded by N. Racine Avenue and N. May Street for the Chicago Transit Authority (No. 8-27-82-780); 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 Nardulli the foregoing proposed order was *Passed*.

Presented by

ALDERMAN DAVIS (29th Ward):

Tribute to the Late Mr. Ernest Thompson.

A proposed resolution reading as follows:

WHEREAS, Almighty God, in His infinite wisdom and mercy called Ernest Thompson to his eternal reward on March 21, 1982; and

WHEREAS, Mr. Thompson was born in Helena, Arkansas, August 30, 1903 and lived in that city until 1959, when he and his family migrated to Chicago; and

WHEREAS, While living in Helena, Arkansas he founded and organized a Voters League which was instrumental in passing the Arkansas Voters' Rights Act in 1946; and

WHEREAS, He organized and received the first NAACP Charter for Helena, Arkansas; and

WHEREAS, Upon moving to Chicago in 1959, the following year 1960, he organized the Physical and Cultural Recreation Organization at Jane Addams Park; and

WHEREAS, Up until his illness, Mr. Thompson was actively involved with many local organizations and community self-help endeavors such as the Greater Lawndale Federal Credit Union, the Lawndale Community Committee and countless others; and

WHEREAS, Mr. Thompson was a loving husband, and patriarch who leaves on this earth his wife Willie B.; one sister, Rosie Jones; two sons, James and William; eight daughters, Elsie, Ernestine, Jean, Connie, Barbara, Doris, Jerlene and Sandra; one daughter-in-law; seven sons-in-law; one sister-in-law; one brother-in-law; sixty grandchildren, forty great-grandchildren and a host of nieces, nephews, cousins and friends; now, therefore,

Be It Resolved, That we the Honorable Mayor and the Chicago City Council, duly assembled the 30th day of March, 1982, do hereby express our sorrow at the passing of Mr. Ernest Thompson; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Ernest Thompson.

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

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

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL
ON PORTION OF W. LOGAN BLVD.

A proposed order for issuance of a permit for the conduct of a carnival on the parkway in the 2500 block of W. Logan Boulevard for the period May 21-31, 1982; which was *Referred to the Committee on Traffic Control and Safety*:

Presented by

ALDERMAN MELL (33rd Ward):

Caballeros de San Juan Credit Union Congratulated for 25 Years
of Outstanding Community Service, Etc.

A proposed resolution reading as follows:

WHEREAS, The Caballeros de San Juan Credit Union, 2614 W. Fullerton Avenue on Chicago's great Northwest Side, celebrated 25 years of exemplary community service March 29, 1982; and

WHEREAS, The Caballeros de San Juan Credit Union has always been attentive to the needs of its Latin community and has proved itself a stable influence and a great benefit to innumerable fine citizens; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City of Chicago, gathered here this 30th day of March, 1982, do hereby offer our congratulations to the Caballeros de San Juan Credit Union on 25 years of outstanding service to its community, and our best wishes to this fine organization for many more years of prosperity and excellence; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Caballeros de San Juan Credit Union.

Alderman Gabinski 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 Gabinski, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN FROST (34th Ward):

*Referred--*PROPOSED RESOLUTION CALLING UPON U.S. CONGRESS TO
HONOR FEDERAL COMMITMENT TO DECENT AFFORDABLE HOUSING, ETC.

A proposed resolution calling upon the United States Congress to honor the federal commitment to decent affordable housing for every American family by rejecting the proposed rescissions of housing funds previously appropriated, etc.; which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN LAURINO (39th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5000 N. Kedzie Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 5000 N. Kedzie Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Laurino 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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

*Nays--*None.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT GARDEN
WALK AND HERITAGE FESTIVAL ON PORTION OF N. DEARBORN PKWY.

A proposed order to grant permission to the North Dearborn Association for the conduct of a Garden Walk and Heritage Festival on N. Dearborn Parkway, from mid-block just north of W. Division Street to the south side of W. North Avenue. Said Festival is to be held on Sunday, August 1, 1982 from 4:00 A.M. to 9:00 P.M.; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK
ART AND CRAFT FAIR ON PORTION OF N. WELLS ST.

Also a proposed order to grant permission to the Old Town Chamber of Commerce, No. 1529 N. Wells Street, for the conduct of a sidewalk art and craft fair on both sides of N. Wells Street from W. North Avenue to W. Goethe Street for the period of June 12-13, 1982 from 9:00 A.M. to 9:00 P.M. which was *Referred to the Committee on Traffic Control and Safety.*

Presented for

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT ANNUAL
OLD TOWN TRIANGLE ART FAIR.

A proposed order, presented by Alderman Merlo, for issuance of a permit to Old Town Triangle Association, No. 1818 N. Wells Street, for the conduct of their Annual Old Town Triangle Art Fair on W. Willow Street in the No. 200 block, etc. for the period of June 12-13, 1982 from 8:00 A.M. to 8:00 P.M.; which was *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN CLEWIS (45th Ward):

Drafting of Ordinance Directed for Vacation
of Specified Public Alley.

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south-easterly 45.95 feet of the northwesterly-southeasterly 16-foot public alley running southeasterly from the northeasterly-southwesterly 16-foot public alley in the block bounded by N. Medina Avenue, N. Milwaukee Avenue, and N. Austin Avenue for Helen Bernath (No. 4-45-82-782); 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 Clewis the foregoing proposed order was *Passed.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Drafting of Ordinance Directed for Vacation and Dedication
of Specified Public Alleys.

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 310 feet of the north-south 20-foot public alley and providing for the dedication of an east-west 20-foot public alley running east of N. Ravenswood Avenue from the south terminus of the north-south 20 foot public alley to be vacated for the Bank of Ravenswood (No. 18-47-82-773); 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 Schuler the foregoing proposed order was *Passed.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT SIDEWALK
SALES ON PORTION OF N. LINCOLN AV.

Also two proposed orders for issuance of the necessary permits to Osco Drugs, No. 4051 N. Lincoln Avenue, for the conduct of two sidewalk sales at the locations designated, for the periods specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Osco Drugs, No. 4051 N. Lincoln Avenue (Store No. 621)--sidewalk sale in front of the above-listed premises for the period May 6-9, 1982 from 8:00 A.M. to 6:00 P.M.;

Osco Drugs, No. 4051 N. Lincoln Avenue (Store No. 621)--sidewalk sale in front of the above-listed premises for the period May 13-16, 1982 from 8:00 A.M. to 6:00 P.M.

Presented by

ALDERMAN ORR (49th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION URGING CITY COUNCIL AND
CHICAGO CITIZENS TO RECOGNIZE AND SUPPORT THE PEACE
WALK TO BE HELD ON SATURDAY, APRIL 10, 1982.

A proposed resolution, presented by Aldermen Orr, Bloom, Rittenberg, Merlo, Volini and Stone, urging the Chicago City Council and all Chicago citizens to join in the recognition of the efforts to end the Arms Race, etc. as represented by the Peace Walk to be held on Saturday, April 10, 1982. A suitable copy of this resolution to be sent to both the United States President and the Soviet President; which was *Referred to the Committee on Intergovernmental Relations*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits:

BY ALDERWOMAN HUMES (8th Ward):

Calvary Baptist Church, No. 8201 S. Jeffrey Avenue--construction of a new church.

BY ALDERMAN NARDULLI FOR ALDERMAN RAY (27th Ward):

Chicago Area Council - Boy Scouts of America, No. 730 W. Lake Street--remodeling and repairs.

License Fee Exemptions:

BY ALDERMAN BLOOM (5th Ward):

Chicago Child Care Society, No. 5467 S. University Avenue.

Hyde Park Unitarian Cooperative School, No. 5650 S. Woodlawn Avenue.

BY ALDERWOMAN HUMES (8th Ward):

Jackson Park Hospital, No. 7531 S. Stony Island Avenue.

BY ALDERMAN MERLO (44th Ward):

Sholom Model Cities Day Care Center, No. 3480 N. Lake Shore Drive.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

Spertus College of Judaica, No. 618 S. Michigan Avenue--elevator, mechanical ventilation inspections (2).

BY ALDERMAN EVANS (4th Ward):

Hyde Park Neighborhood Club, No. 5480 S. Kenwood Avenue--boiler and fuel burning equipment inspection.

K.A.M. Isaiah Israel Congregation, No. 1100 E. Hyde Park Boulevard--boiler and fuel burning equipment inspection.

BY ALDERMAN BLOOM (5th Ward):

Lutheran School of Theology at Chicago, No. 1100 E. 55th Street--boiler and fuel burning equipment inspection.

BY ALDERMAN SHAW (9th Ward):

St. Salomea Church, No. 11824 S. Indiana Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Nursery, No. 4600 S. McDowell Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, No. 2916 W. 47th Street--elevator inspection.

BY ALDERMAN BRADY (15th Ward):

Beth Jacob Congregation, No. 6601 S. Kedzie Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN SHUMPERT (24th Ward):

St. Paul A.M.E. Church, No. 4236 W. Cermak Road--boiler and fuel burning equipment inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home of Chicago, Inc., No. 2650 N. Ridgeway Avenue--elevator inspection.

BY ALDERMAN CASEY (37th Ward):

Trinity Lutheran Church, No. 1400 N. Laramie Avenue--building inspection.

BY ALDERMAN RITTENBERG (40th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue--elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern University, sundry locations--building, elevator, refrigeration equipment inspections (3).

Rehabilitation Institute of Chicago, No. 345 E. Superior Street--elevator, refrigeration equipment inspections (2).

BY ALDERMAN CLEWIS (45th Ward):

Tabor United Church of Christ, No. 5051 W. Belle Plaine Avenue--building inspection.

BY ALDERMAN AXELROD (46th Ward):

Japanese American Service Committee, No. 4427 N. Clark Street--elevator inspection.

BY ALDERMAN ORR (49th Ward):

Saint Ignatius Church, No. 6959 N. Glenwood Avenue--boiler and fuel burning equipment inspection.

Refund of Fees:

BY ALDERWOMAN HUMES (8th Ward):

Calvary Baptist Church, No. 8201 S. Jeffrey Avenue--refund of Building Permit No. 608975 for the amount of \$1,488.00.

BY ALDERMAN NARDULLI FOR ALDERMAN RAY (27th Ward):

Chicago Area Council - Boy Scouts of America, No. 730 W. Lake Street--refund of Building Permits Nos. 610415 and 609900 in the amounts of \$1,286.00 and \$60.50.

Waiver of Fee:

BY ALDERMAN NATARUS (42nd Ward):

Parkway Eleanor Club, No. 1550 N. Dearborn Parkway--cancellation of charges in the amount of \$195.00 for installation of two "No Parking Any Time Signs" plus a 15-foot surcharge at \$5.00 per foot.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (March 2, 1982).

Alderman Burke moved to *Correct* said printed Official Journal of the regular meeting held on March 2, 1982 as follows:

Page 9658 - by deleting the word "Retailer's" appearing on the third line from the bottom of the page and inserting the word "Retailers' " in lieu thereof,

Page 9661 - by deleting the word "taxpayer" appearing in the third line from the top of the page and inserting the words "Tax Collector" in lieu thereof.

Page 9661 - by inserting the word "he" in the eleventh line from the top of the page immediately after the word "as".

The motion *Prevailed*.

JOURNAL (March 19, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, March 19, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Execution of Water Supply Contract Between
City and Village of Merrionette Park

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of Proceedings of January 14, 1982, pages 9095-9099, recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize a water supply contract between the City of Chicago and Village of Merrionette Park.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuster, Volini, Orr, Stone--45.

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 hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and the Village of Merrionette Park to be substantially in form as follows:

This Agreement made and entered into this 15th day of July A.D. 1981, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Village of Merrionette Park in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

WITNESSETH:

Whereas, said City of Chicago and the Village of Merrionette Park entered into a ten year agreement on the 25th day of January, A.D. 1971, which has expired, for the furnishing from the City's water mains at the City limits, W. 113th Street and S. Whipple Street a supply of water for consumers located within the territorial limits of the Village of Merrionette Park not to exceed an annual average of 160,000 gallons per day in 1971 increasing to 170,000 gallons per day in 1979 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Village of Merrionette Park and furnish water from existing connection to City's water mains at the City limits, W. 113th Street and S. Whipple Street.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service to be Furnished

(1) The City agrees to furnish to the Village of Merrionette Park and the Village of Merrionette Park agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits, W. 113th Street and S. Whipple Street to be used by the Village of Merrionette Park in supplying water to consumers located within the corporate limits of the Village of Merrionette Park.

B. Quantity of Water to be Furnished

(1) For consumers located within the corporate limits of the Village of Merrionette Park, the quantities of water for the years are as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1981	160,000
1982	160,000
1983	160,000
1984	160,000
1985	160,000
1986	160,000
1987	160,000
1988	160,000
1989	160,000
1990	160,000

These quantities are in accordance with the allocations made to the separate entities by the Illinois Department of Transportation.

(2) Amounts for average daily use after 1980 during term of this agreement and any renewals thereof will be the amounts allocated by the State of Illinois, Bureau of Resource Management. Said amounts will be added to this agreement by letter upon receipt by the City of said State allocation.

(3) The water supplied and taken in accordance with this contract shall be withdrawn at times during the 24 hours of each day in order to maintain as even an amount of withdrawal as possible with a minimum number of on-off cycles. The maximum hourly rate of withdrawal of water from the City's mains should not exceed twice the annual average daily contract amount.

(4) The Village of Merrionette Park agrees to install a flow control system at the meter vault on existing water service connection to City's water main at the City's limits, W. 113th Street and S. Whipple Street, when requested by the City, in order to regulate the flow of water as herein provided.

C. Standard Terms and Conditions

I. General

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of Merrionette Park to renew said agreement for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term.

(2) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated the Village of Merrionette Park by the Illinois Department of Transportation.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The Village of Merrionette Park may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the City. This shall not apply to emergency service provided to other City water users.

II. Reporting Requirements

(8) The Village of Merrionette Park shall submit quarterly reports to the City listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The Village of Merrionette Park shall maintain suitable records of the hourly and the daily consumption of water by the consumers and these records shall be available to the City at all reasonable times.

(10) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Merrionette Park agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall include all rates and relevant information and the premises on which rates have been furnished.

(11) The Village of Merrionette Park shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to consumers. The Village of Merrionette Park shall also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the City from time to time.

III. Reservations

(12) The City reserves the right to require the Village of Merrionette Park to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(13) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of Merrionette Park.

IV. Water Quality

(14) The City shall supply the Village of Merrionette Park with water of a quality commensurate with that furnished to its consumers within its City limits.

(15) The Village of Merrionette Park shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The City bears no degree of responsibility for the water quality at any point beyond the meter vault. The Village of Merrionette Park bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(17) The Village of Merrionette Park shall notify and keep the City informed of the responsible individual in charge of operations.

(18) The Village of Merrionette Park shall immediately notify the City's Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of Merrionette Park and to perform required tests.

V. Equipment and Operation

(20) The Village of Merrionette Park shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(21) The Village of Merrionette Park shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(22) The Village of Merrionette Park shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Village of Merrionette Park prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Village of Merrionette Park shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of Merrionette Park shall pay for repairs and replacement made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's Commissioner of Water for the purpose of billing the Village of Merrionette Park. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(25) The Village of Merrionette Park shall provide and maintain reservoirs of sufficient capacity to store twice the annual daily average consumption of water.

VI. Rates and Discounts

(26) Charges for Water furnished to the Village of Merrionette Park for consumers within its corporate limits and to municipalities within the Metropolitan Sanitary District of Greater Chicago served by the Village of Merrionette Park shall be at the rate fixed for like large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(27) Charges for water furnished to the Village of Merrionette Park for consumers (private persons or corporations) not within its corporate limits shall be fifty per cent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(28) Charges for water furnished to the Village of Merrionette Park for consumers in unincorporated areas or for consumers not within the Metropolitan Sanitary District of Greater Chicago shall be fifty per cent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(29) The Village of Merrionette Park shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

In Witness Whereof, the City of Chicago has caused this agreement to be signed in sextuplicate original (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk; the Village of Merrionette Park has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes]

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

Filing of Grant Application Authorized with HUD for Presidential Towers Project.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 19, 1982, pages 10007-10008 recommending that the City Council pass a proposed ordinance transmitted with the committee's report to authorize the filing of a grant application with the United States Department of Housing and Urban Development for funds for Presidential Towers Project.

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

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Natarus, Clewis, Schulter, Stone--35.

Nays--Aldermen Bloom, Pucinski, Volini--3.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Presidential Towers, Ltd. has proposed to build a development consisting of 2,346 apartment units and approximately 91,000 square feet of commercial space in four mixed-use structures, on a site bounded by Madison, Monroe, Des Plaines and Clinton Streets, expending approximately One Hundred Ninety Million Dollars in private funds; and

WHEREAS, It is anticipated that this project will create approximately 300 new job opportunities; and

WHEREAS, The City of Chicago, through the Department of Housing, has prepared an application for an Urban Development Action Grant in the amount of Thirty-four Million Five Hundred Seventy-five Thousand Dollars to support this project; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of Thirty-four Million Five Hundred Seventy-five Thousand Dollars for this Presidential Towers Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary, and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, an Urban Development Action Grant Agreement between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Presidential Towers Project.

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

**Authorization for Acquisition of Property for Construction
of Storage Area in Vicinity of W. 31st Pl.
and S. Bensen St.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 19, 1982, pages 10009-10010 recommending that the City Council pass a proposed ordinance transmitted with the committee's report granting the authority to negotiate for the acquisition of property for construction of a storage area located in the vicinity of W. 31st Place and S. Bensen Street.

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, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittneberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-45.

Nays--None.

Aldermen Natarus Moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City of Chicago Department of Sewers requires the acquisition of property commonly known as 1323 W. 32nd Place and 31st and Benson, Chicago, for a construction storage area to support an expanded capital improvements program; and

WHEREAS, This Body has reviewed and is cognizant of the factual situation for the acquisition of said property presented by the Department of Sewers, now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Sewers a site for a construction storage area to support an expanded capital improvements program in the vicinity of 1323 W. 32nd Place and 31st and Benson, Chicago legally described as follows:

A tract of land consisting of Lots 12 to 48, both inclusive, in Block 4 and Lots 12 to 25, both inclusive in Block 5.

Also all of the vacated alley lying between and adjoining said Lots 12 to 24, both inclusive, and Lots 25 to 37, both inclusive and all of the vacated alley adjoining and bounded on the West by said Lots 38 to 48, both inclusive and adjoining and bounded on the East by Lots 24 and 25 in said Block 4 and the hereinabove described vacated alley.

Also the North 1/2 of the vacated alley lying South of and adjoining said Lots 12 to 23, both inclusive in said Block 5; also all of the vacated West 32nd Street lying South of and adjoining the South line of said Lots 25 to 37, both inclusive in Block 4, and South of the next to last hereinabove described vacated alley, and Lot 48 in Block 4, and North of and adjoining the North line of said Lots 12 to 25, both inclusive in said Block 5; all in Springer and Fox's Addition to Chicago, in the Northwest 1/4 of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian (excepting from said tract of land that part thereof dedicated for public street by instrument recorded in Recorder's Office of Cook County, Illinois, on August 17, 1917 as Document No. 6174807, said excepted part being a parcel of land bounded and described as follows:

Beginning on the West line of said Block 4 at a point 41 ft. North from the Southwest corner thereof, and running thence South Eastwardly along a straight line a distance of 146.70 ft. to a point on the South Westerly line of said Block 5 which is 33.27 ft. South Easterly from the North West corner thereof; thence North Westwardly along the South Westerly line of said Block 5, and along said line produced, a distance of 91.50 ft. to its intersection with the West line of said Block 4, produced South, and thence North along said West line of said Block 4 produced South a distance of 69.13 ft. to the point of beginning).

Lots 26 to 34 inclusive in Block 5, in Springer and Fox's Addition to Chicago, in Section 32, Township 39 North, Range 14 East of the Third Principal Meridian; also that part of the vacated alley lying South of the center line of said vacated alley lying north of and adjoining Lots 26 to 34 both inclusive in Block 5 in Springer and Fox's Addition to Chicago, in Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Corporation Counsel is authorized and directed to negotiate with the owner or owners of said property for an agreed purchase price, subject to approval of the City Council.

SECTION 3. In the event the Corporation Counsel is not able to agree with the owner or owners of said property upon the purchase price, as approved by the City Council or the title of said property is so clouded as to preclude the City obtaining a clear title, then the Corporation Counsel is authorized and directed to institute eminent domain proceedings in the name of the City of Chicago to acquire said property for the public use as herein set forth.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the thirtieth (30th) day of March, 1982, at 2:00 P.M., be and the same is hereby fixed to be held on Wednesday, the twenty-first (21st) day of April, 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.

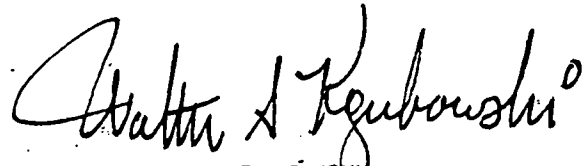
On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--45.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 21, 1982 at 10:00 A.M. in the Council Chamber in the City Hall.


WALTER S. KOZUBOWSKI
City Clerk.