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

Regular Meeting—Wednesday, December 1, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--Aldermen Vrdolyak and Rittenberg.

Call to Order.

On Wednesday, December 1, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Quorum present.

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

Invocation.

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

St. Adrian Bulldogs Winners of Blue Section in Catholic Grade School Football Conference.

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

WHEREAS, The St. Adrian Bulldogs compiled an 8-1 record and finished in first place in the Blue Section of the Catholic Grade School Conference of Chicagoland, in nine games scoring 156 total points to opposing teams' 27 points; and

WHEREAS, The Bulldogs' Widget League which has thrilled South and Southwest side spectators since 1967 and which teaches the fundamentals of football to boys in the sixth grade and below, imparting values of fair play and sportsmanship and enlisting coaches and other adults who offer young people models of what an adult should be; and

WHEREAS, Bulldog coaches, Matt Murray, Mike Malek and Jerry Pendleton are supported by St. Adrian's pastor Father Peter Paurazas, school principal Sister Corinne Thibert, as well as the generous enthusiasm of Sister Mary Catherine; and

WHEREAS, The Catholic Grade School Conference is staffed by adult volunteers and includes other sports such as basketball, track, volleyball and baseball, all administered by a volunteer advisory council involving 40 parishes; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, assembled this 1st day of December, 1982, do hereby extend our heartiest congratulations to the St. Adrian Bulldogs football team for their triumph; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the St. Adrian Bulldogs.

Alderman Brady 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 Brady (seconded by Alderman Madrzyk) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the St. Adrian Bulldogs Grade School Football Team. Coach Matt Murray and team member Eddie Stapleton both thanked the Mayor and the City Council for the honor accorded to their team. The participants were warmly applauded by all the Members of the City Council and assembled guests.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 7 OF THE
MUNICIPAL CODE CONCERNING QUARTERLY INTEREST PAYMENTS
ON INTERIM NOTES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 1982.

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

LADIES AND GENTLEMEN--At the request of the City Comptroller, I transmit herewith an ordinance amending Sections 77 and 78 of Chapter 7 of the Municipal Code of Chicago to permit quarterly payment of interest.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF THE
MUNICIPAL CODE CONCERNING INCREASE IN MINIMUM LIABILITY
INSURANCE COVERAGE FOR PUBLIC PASSENGER VEHICLES.

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

December 1, 1982

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 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 Consumer Services, I transmit herewith an ordinance amending Chapter 28-12 of the Municipal Code of Chicago by increasing the minimum required liability insurance coverage for public passenger vehicles.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR CROUSE-HINDS
COMPANY PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$2,500,000 for the construction of a project by Crouse-Hinds Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN PROJECT CENTRAL ENGLEWOOD.

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

December 1, 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 Project Central Englewood."

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on November 30, 1982, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN THE LAWDALE CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 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 Lawndale Conservation Area."

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on November 30, 1982, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR APPROVAL OF
REDEVELOPMENT AGREEMENT FOR PRINTER'S
SQUARE PLAZA 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

December 1, 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 transmit herewith an ordinance providing for the approval of a Redevelopment Agreement concerning the Printer's Square Plaza Project and authorizing the Mayor and Commissioner of the Department of Planning to enter into and execute the Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

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

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:

"Lou Gossett, Jr. Day in Chicago":
November 20, 1982;

"Ike Sims Village Day in Chicago":
November 22, 1982;

"Voice of Democracy Week in Chicago":
November 29 through December 3, 1982;

"North Broadway-Clark-Diversey-Halsted Merchants 1982 1st Annual Holiday Parade Day in Chicago":
December 5, 1982;

"Jewel 50th Anniversary Food Fair Week in Chicago":
December 5-12, 1982;

"Samuel A. Goldsmith Day in Chicago":
December 13, 1982.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on November 23, 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 November 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 November 23, 1982, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 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:

*Semi-Annual Financial Report for Chicago-O'Hare
International Airport.*

The semi-annual report for Chicago-O'Hare International Airport for the six months ended June 30, 1982, submitted by Anthony N. Fratto, City Comptroller. --*Placed on File.*

Zoning Reclassifications of Particular Areas.

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

Gwendolyn and Henry Hayes--to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 1-L bounded by

the alley next north of W. Madison Street; a line 108.7 feet west of the west line of N. Leclaire Avenue; W. Madison Street; and a line 186.32 feet west of the west line of N. Leclaire Avenue;

Sure-Way Missionary Baptist Church--to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 30-G bounded by

W. 120th Street; S. Halsted Street; a line 180 feet south of and parallel to W. 120th Street; and the alley next west of and parallel to S. Halsted Street.

Claims against City of Chicago.

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

Acuna Mauro, Allstate Ins. Co. and Mary E. Davis;

Barnhill Sharon, Bey Doris, Brady Ted F., Broy Lorraine W. (2), Bullock Billie, Burns Virginia;

Cloud David A., Cuniff Margaret B.;

De Lourdes Angelo, De Pover Evelyn M.;

Garcia Maria L.;

Healy Robert E.;

Janes Russell, Jovanovic Drogutil;

Kirschenbaum Laurie;

Lojkutz Dan;

Macek Sandra C., Marquez Daniel, McDonald's Restaurants of Illinois, Inc., McGee George, Mellody Patricia A., Messmer Leticia M., Mims Marcus, Mose James J.;

Origel Alicia;

Panama Jack, Perez Gilberto Valle;

Rae Therese, Roberson Betty J.;

Sampson Nobie W., Spearman James, State Farm Ins. Co. and George Calindo, Symons Barbara J.;

Tolan Michael (2), Travelers Ins. Co. and General Cooperage Co.

Referred--REQUEST FOR HANDICAPPED PARKING SIGNS
IN SPECIFIED AREA.

Also a request sent to the City Clerk from Peter Valaitis to have erected "Handicapped Parking Only" signs at No. 4451 S. Honore Street.--*Referred to the Committee on Traffic Control and Safety.*

Referred--RECOMMENDATION OF COMM. ON CHICAGO HISTORICAL AND
ARCHITECTURAL LANDMARKS FOR TREE STUDIO BUILDING AND
ANNEXES TO BE DESIGNATED AS "CHICAGO LANDMARK."

Also a communication from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of November 24, 1982, transmitting the recommendation that the Tree Studio Building and Annexes be designated as a "Chicago Landmark."--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

Placed on File--NOTIFICATIONS AS TO SELECTIONS OF PROXIES
TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO
SINGLE FAMILY MORTGAGE REVENUE BONDS, 1982 SERIES A.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 1982.

NOTICE OF DESIGNATION OF PROXY

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate Daniel E. Murphy as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all Single Family Mortgage Revenue Bonds, 1982 Series A, authorized to be issued in the aggregate principal amount of up to \$75,000,000 by ordinance adopted by the City Council of the City of Chicago on November 23, 1982, and any other instrument, certificate, or document required to be signed by the Mayor pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Daniel E. Murphy and with the proxy's signature underneath, all as required by statute.

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

[Signatures appended as stated]

OFFICE OF THE CITY COMPTROLLER
CITY OF CHICAGO

December 1, 1982.

NOTICE OF DESIGNATION OF PROXY

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to any and all Single Family Mortgage Revenue Bonds, 1982 Series A, authorized to be issued in the aggregate principal amount of up to \$75,000,000 by ordinance adopted by the City Council of the City of Chicago on November 23, 1982, and any other instrument, certificate, or document required to be signed by the Comptroller pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Charles A. Whelpley and with the proxy's signature underneath, all as required by statute.

Very truly yours,
(Signed) ANTHONY N. FRATTO,
Comptroller.

[Signatures appended as stated]

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Filing of UDAG Grant Application with HUD and Execution of
Agreement Authorized for AMGen, Inc. Project in Amount
of \$2,190,000.00.

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, AMGen, Inc. a California corporation, has proposed to construct an approximately 45,000 square foot industrial facility located at the research park area of the University of Illinois at Chicago on the near west side of the City of Chicago, by expending private funds in the amount of \$3,690,000.00; and

WHEREAS, It is projected that the development project will create approximately 100 new permanent job opportunities and substantially benefit the adjacent economically distressed near west side residential community, and generate approximately \$647,548.00 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$2,190,000.00 to be used along with private funds in the construction of the facility; 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 \$2,190,000.00 for the AMGen, Inc. 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 AMGen, Inc. 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, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

**Filing of UDAG Grant Application with HUD and Execution of
Agreements Authorized for Leaf Confectionery Project in
Amount of \$1,717,800.00.**

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 Leaf Confectionery, Inc., a Delaware corporation, has proposed to expend its industrial facility located at 1155 North Cicero Avenue, in the Austin Community of the City of Chicago known as the Leaf Confectionery Project, by expending private funds in the amount of \$939,000; and

WHEREAS, It is projected that the expansion project will retain from 75 to 100 existing jobs and create approximately 110 new, permanent job opportunities benefiting the economically distressed Austin residential community, and generate approximately \$387,981.00 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development, has prepared an application for an Urban Development Action Grant in the amount of \$1,717,800.00 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 \$1,717,800.00 for the Leaf Confectionery 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 Leaf Confectionery 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, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

**Filing of UDAG Grant Application with HUD and Execution of
Agreements Authorized for Trader's Building Project
in Amount of \$1,640,000.00**

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 Trader's Building Venture, an Illinois Limited Partnership, has proposed to rehabilitate and develop a vacant commercial facility located at 401 South LaSalle Street, in the South Loop area of the City of Chicago known as the Trader's Building Project, by expending private funds in the amount of \$1,381,000.00; and

WHEREAS, It is projected that the rehabilitation and development project will create approximately 297 new job opportunities benefiting the adjacent economically distressed South Loop Commercial area and near south side residential community, and generate approximately \$947,360.00 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 \$1,640,000.00 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 \$1,640,000.00 for the Trader's Building 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 Trader's Building 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, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--44.

Nays--Alderman Bloom--1.

**Authority Granted for Issuance of \$1,000,000 Industrial Revenue
Bond for the Midway Airlines, Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond for a project entitled Midway Airlines, Inc. Project in the amount of \$1,000,000.

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, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1, 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 May 5, 1980, with Midway Airlines, Inc. (the "Company"), whereby the Company agreed to acquire, construct, equip and install machinery and equipment and leasehold improvements to an airplane hangar leased to the Company by the Issuer at Midway Airport; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on June 13, 1980; and

WHEREAS, As a result of negotiations between the Issuer and the Company, the Company has undertaken the acquisition and installation of machinery and equipment and the necessary leasehold improvements to said airplane hangar and related facilities (the "Project") at Midway Airport within the boundaries of the Issuer and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient to accomplish such acquisition, equipping and leasehold and improvements, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, equipping and improvement 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 \$1,100,000; 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 (Midway Airlines, Inc. Project) Series 1982" upon a negotiated basis to the Purchaser 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 November 1, 1982, by and between the Issuer and the Company, as from time to time amended and supplemented.

"Average Corporate Base Rate" means the average of the corporate base rates announced from time to time by The First National Bank of Chicago during the six-month period ending five days before each date that the Company is required to make an interest payment on the Note.

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

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

"Company" means Midway Airlines, Inc., a Delaware corporation and its successors and assigns.

"Indenture" means the Indenture of Trust, date as of November 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 in favor of the Trustee, securing the Bonds.

"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 machinery, equipment and leasehold improvements to the airplane hangar and related facilities which are to be purchased or made by the Company in part with moneys received under the Agreement.

"Purchaser" means the institution named as purchaser in the Bond Purchase Agreement.

"Trustee" means LaSalle National 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 acquisition and improvement of the Project is not less than \$1,100,000, which will be provided in part by the issuance of the Bonds in the principal amount of \$1,000,000 hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, as hereinafter provided, is necessary to accomplish the public purposes described in the preamble hereto.

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 (Midway Airlines, Inc. Project) Series 1982, in the principal sum of \$1,000,000. 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, their date of delivery, and shall be numbered as provided in the Indenture. The Bonds shall bear interest on the unpaid principal amount thereof at 68% of the Average Corporate Base Rate, payable May 15, 1983 and semi-annually on each November 15 and May 15 thereafter. The Bonds shall mature serially in the principal amount of \$125,000 on November 15 of each of the years 1985 through and including 1992, 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 68% of the Average Corporate Base Rate, plus 1% 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 shall be signed by the Mayor by her manual signature and attested by the manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto.

Bonds are Limited Obligations

SECTION 4. The bonds, together with interest thereon, shall be limited obligations of the Issuer secured by the Agreement, the Note 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 owner 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 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

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 attorneys' 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.

Sale of the Bonds; Execution of Documents

SECTION 6. (a) The sale to the Purchaser 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 LaSalle National 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. 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 headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions In Conflict Repealed

SECTION 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 upon its publication as herein and as by law provided.

Presented at a regular meeting of the City Council of the City of Chicago, Illinois held on the _____ day of _____, 1982.

This Ordinance passed this _____ day of _____, 1982.

[Bond Purchase Agreement, Indenture of Trust, and Loan Agreement are omitted for printing purposes and available for public inspection in the Office of the City Clerk.]

**Authority Granted for Issuance of \$1,800,000.00 Industrial Revenue
Bond for the Batchelder-Beilin, Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the issuance of an Industrial Revenue Bond in the amount of \$1,800,000.00 for the Batchelder-Beilin, Inc. Project.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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 \$1,800,000 aggregate principal amount of Industrial Development Revenue Bonds, Series 1982 (Batchelder-Beilin, Inc. Project) (the "Series 1982 Bonds") pursuant to a Trust Indenture (the "Indenture"), by and between the Issuer and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, Pursuant to a Loan Agreement (the "Loan Agreement"), by and between the Issuer and Batchelder-Beilin, Inc., an Illinois corporation (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 acquisition and equipping of an aluminum smelting facility (the "Project") and to pay necessary expenses incidental thereto; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will execute and deliver its Series 1982 Note in the principal amount of \$1,800,000 (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 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, therefor,

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

SECTION 1. The acquisition and equipping of the Project 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 \$1,800,000, which bonds shall be designated Industrial Development Revenue Bonds, Series 1982 (Batchelder-Beilin, 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, payable on the first day of the month immediately succeeding the month during which the Series 1982 Bonds are delivered to and paid for by the purchaser described in Section 5 hereof and on the first day of each month thereafter until the principal thereof shall have been paid; shall be payable as to principal in 120 equal monthly installments of \$15,000.00, commencing on the first day of the month immediately succeeding the month during which the Series 1982 Bonds are delivered to and paid for by said purchaser and thereafter on the first day of each of the next succeeding 179 months; 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 II of the Indenture, provided, however, that if the Series 1982 Bonds are delivered to and paid for by said purchaser on or after January 1, 1983, then the one year Redemption Periods set forth in the form of the Series 1982 Bonds under the heading "Optional Redemption in Whole", the first paragraph of Section 304 of the Indenture and subparagraph (i) of Section 7.1 of the Loan Agreement shall be revised so that each such Redemption Period shall be for one year commencing on the first day of the month immediately succeeding the month during which the Series 1982 Bonds were delivered to and paid for by said purchaser.

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)

and as provided in the Indenture. 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, and (iii) any money arising out of the investment or reinvestment of said proceeds, 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.

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 the 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 Chemical Business Credit Corp., at a price of 100% of the principal amount thereof, is hereby approved.

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 Agreement, Trust Indenture, Security Agreement, Guaranty Agreement,
Reimbursement Agreement and Mortgage are omitted for printing purposes
and available for public inspection in the Office of the
City Clerk.]

**Authority Granted for Issuance of a Sports Facility Revenue Bond, Series
1982, to Comiskey Park Associates Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of a Sports Facility Revenue Bond, Series 1982 in the amount of \$5,000,000.00 for the Comiskey Park Associates Project.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Majerczyk, Madrzyk, Burke, Barden, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Natarus, Oberman, Merlo, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--Aldermen Bloom, Streeter, Pucinski, Clewis--4.

The following is said ordinance as passed.

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

WHEREAS, Comiskey Park Associates, a limited partnership duly organized and validly existing under the laws of the State of Illinois (the "Company"); wishes to secure financing for the renovation and improvement of Comiskey Park, a sports stadium located in the City of Chicago, Illinois (the "Stadium"), through the addition of indoor and the improvement of outdoor seating facilities, the addition of restrooms and food service facilities and the expansion of office facilities (the "Project"); and

WHEREAS, The Issuer considers it desirable to assist in the renovation and improvement of the Stadium through the construction of the Project for the public purposes of creating jobs and employment opportunities, enhancing the tax base of the City of Chicago, Illinois, and contributing to the public welfare and benefit of the inhabitants of the City of Chicago, Illinois, all of the foregoing being a matter of the government and affairs of the Issuer; and

WHEREAS, The Issuer, as a home rule unit, is authorized and empowered to issue its revenue bonds to finance the cost of such sports facilities open to the use of the general public to the end that the Issuer may be able to relieve conditions of unemployment, to enhance the tax base and to contribute to the public benefit and welfare of its inhabitants; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the construction of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement with the Company (the "Agreement"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys available to the Company, to accomplish such construction, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction of the Project, as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$5,500,000; and

WHEREAS, As a result of negotiations between the Company and Chicago White Sox, Ltd., a limited partnership duly organized and validly existing under the laws of the State of Illinois (the "Lessee"), the Company has entered into an agreement to lease the premises (as hereinafter defined), including the project, to the Lessee which will use the project and the Premises as a sports facility open to the use of the general public; and

WHEREAS, The project, in conjunction with the Stadium, will constitute a sports facility open to the use of the general public, and will create additional jobs and employment opportunities in, will enhance the tax base of, and will contribute to the public benefit and welfare of the inhabitants of, the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Sports Facility Revenue Bond, Series 1982 (Comiskey Park Associates Project)" upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois; now, therefore,

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

Definitions.

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

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

"Assignment" means the Assignment and Agreement dated as of December 1, 1982, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Assignment of Rents" means the Assignment of Rents dated as of December 1, 1982, from the Company to the Bank, as from time to time supplemented and amended.

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

"Bank" means American National Bank and Trust Company of Chicago, Chicago, Illinois, a national banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns.

"Bond" means the Sports Facility Revenue Bond, Series 1982 (Comiskey Park Associates Project) issued under the Ordinance.

"Bond Counsel" means the firm of attorneys which has rendered its opinion on the date of the delivery of the Bond to the effect that the interest on the Bond is excludible from the gross income of the owner thereof for federal income tax purposes (other than interest on the Bond for any period owned by a "substantial user" of the Project or "related person" within the meaning of Section 103 of the Code.)

"Bond Fund" means the City of Chicago, Cook County, Illinois, Sports Facility Revenue Bond Fund (Comiskey Park Associates Project) created and established in Section 7 of this Ordinance.

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

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

"Collateral Assignment of Rents" means the Collateral Assignment of Rents dated as of December 1, 1982, from the Lessee to the Bank, as from time to time supplemented and amended.

"Company" means Comiskey Park Associates, a limited partnership duly organized and validly existing under the laws of the State of Illinois, of which Comiskey Park Corporation, an Illinois corporation, is the general partner.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Sports Facility Revenue Bond Construction Fund (Comiskey Park Associates Project) created and established in Section 5 of this Ordinance.

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

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person" within the meaning of Section 103 of the Code), (ii) the delivery to the Company of an opinion of Bond Counsel to the same effect, or (iii) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Bank or any other owner of the Bond shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the Bank or any such owner (other than the Bank or any such owner who is a "substantial user" or a "related person" within the meaning of Section 103 of the Code).

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

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

"Guaranty" means the Guaranty agreement dated as of December 1, 1982, from the Lessee to the Bank, as from time to time supplemented and amended.

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

"Issuer" means the City of Chicago, Cook County, Illinois and any successor body to the duties or functions of the Issuer.

"Land" means the real estate more particularly described in Exhibit A attached to and made a part of the Agreement, on which the Stadium is located and on which the project will be located and which may be real estate ancillary to the Stadium, such as parking lots.

"Lease" means the Stadium Lease dated as of September 1, 1982, by and between the Company and the Lessee, as from time to time supplemented and amended.

"Lessee" means Chicago White Sox, Ltd., a limited partnership duly organized and validly existing under the laws of the State of Illinois, of which Chisox Corporation, a Delaware corporation, is a general partner.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1982, by and between the Company and the Bank, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company made payable to the Bank for the account of the Issuer pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made under the Agreement, payments on which Note shall be sufficient to pay the principal installments of, premium, if any, and interest on the Bond.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Premises" means the Land, the Stadium and the Project, but excluding the scoreboard located on the Premises.

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

"Project" means the renovations and improvements to be made to the Stadium, including the addition of indoor and the improvement of outdoor seating facilities, the addition of restrooms and food service facilities and the expansion of office facilities, as more particularly described in Exhibit B attached to and made a part of the Agreement.

"Stadium" means the existing sports stadium, commonly known as Comiskey Park, located on the Land and located in the City of Chicago, Illinois.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment, enhancing the tax base and contributing to the public benefit and welfare of the inhabitants in the City of Chicago, Illinois, the project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction of the Project is not less than \$5,500,000, of which \$5,000,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company and the Lessee as hereinbefore and hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the Bond, the assignment and the pledge of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), pursuant to the Assignment, the mortgaging of and granting of a security interest in the Premises, pursuant to the Mortgage, the assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, the guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Note and the Bond and of the performance and observance of the covenants, agreements and obligations of the Company under the Agreement, the Mortgage, the Assignment of Rents and the Bond Purchase Agreement, pursuant to the Guaranty, and the assignment of certain net revenues and income of the Lessee derived from the subleasing of a portion of the Project, pursuant to the Collateral Assignment of Rents, are necessary and proper.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Sports Facility Revenue Bond Series 1982 (Comiskey Park Associates Project) in the principal sum of \$5,000,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of American National Bank and Trust Company of Chicago, or its assigns, maturing as to principal in ten (10) annual principal installments of \$500,000, each, payable on December 15, 1983, and on the fifteenth day of each December thereafter to and including December 15, 1992, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and bearing interest on the unpaid principal amount of the Bond at the rate of seventy per cent (70%) of the prime rate in effect from time to time, payable on June 15, 1983, and on the fifteenth day of each June and December thereafter until paid. Interest shall be computed on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and charged on the basis of the number of days elapsed, from the date of the Bond on the principal amount thereof from time to time remaining unpaid.

Upon the occurrence of an Event of Taxability, the rate of interest borne by the Bond shall be a rate equal to the Prime Rate in effect from time to time, plus two per cent (2%) per annum, and interest at such rate shall accrue from the date of the Event of Taxability, and shall be payable on the dates otherwise provided herein for interest payments, unless and until the Company shall prepay the principal installments of the Note pursuant to Article VII of the Agreement and the principal installments of the Bond are redeemed as provided in this Ordinance. If the principal installments of, premium, if any, and interest on the Bond have been fully paid, the Issuer shall nevertheless pay from the source and as provided in the Bond any such additional interest accruing on the Note from the Event of Taxability to the date of the final payment of the principal installments of, premium, if any, and interest on the Bond to the Bank on demand. Said covenant shall survive the final payment of the principal installments of, premium, if any, and interest on the Bond.

The Bank shall provide the Issuer and the Company with written notice at least ten (10) business days in advance of each date on which interest shall be payable on the Bond of the Prime Rate in effect from time to time during the applicable interest payment period and the estimated amount of interest to be so due and payable on the Bond on such interest payment date. Notwithstanding any other provisions of the Bond or this Ordinance to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable to the Bank in lawful money of the United States of America at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment then being paid (whether at maturity or upon acceleration or call for redemption) and interest then being paid and of principal theretofore paid (whether at maturity or upon acceleration or call for redemption) and interest theretofore paid and not yet noted thereon; and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall notify the Issuer at least annually of the payments of principal installments of the Bond (whether at maturity or upon acceleration or call for redemption) made during such annual period, and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be limited obligation of the Issuer secured by the Agreement, the Note made payable to the Bank for the account of the Issuer, an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), pursuant to the Assignment, a mortgage on and security interest in the Premises, pursuant to the Mortgage, an assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, a guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Bond and the Note and of the performance and observance of the covenants, agreements and obligations of the Company under the Agreement, the Mortgage, the Assignment of Rents and the Bond Purchase Agreement, pursuant to the Guaranty, and an assignment of certain net revenues and income of the Lessee derived from the subleasing of a portion of the Project, pursuant to the Collateral Assignment of Rents, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage, the Assignment of Rents, the Guaranty or the Collateral Assignment of Rents), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank and the revenues and receipts derived from the Agreement and the Note (except as provided aforesaid), which revenues and receipts shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance or in the Agreement. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general taxing powers of any of them within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as provided aforesaid).

The principal installments of the Bonds shall be subject to redemption prior to maturity by the Issuer in the event that the Bank or any other owner of the Bond shall exercise its option to cause the Company to prepay the principal installments of the Note upon a Determination of Taxability, on any date within sixty (60) days of such a Determination of Taxability and written notice from the Bank (or any other owner of the Bond) to the Issuer and the Company of its election to cause the Company to prepay the principal installments of the Note, as a whole, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of the Bond shall also be subject to redemption prior to maturity at the option of the Issuer from any available funds, including the prepayment of the principal installments of the Note or a portion thereof at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, on June 15, 1983, and on the fifteenth day of any month thereafter, as a whole, or in part by installment in the inverse order of maturity of the principal installments of the Bond in the principal amount of \$5,000 or any integral multiple thereof, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that the Company shall be obligated to prepay the principal installments of the Note and to cause the principal installments of the Bond to be redeemed as provided in Section 7.3 of the Agreement in the event that (a) the Lessee sells or otherwise transfers ownership of the Chicago White Sox American League Baseball Club without the consent of the Bank (or any other owner of the Bond); or (b) the use of the Premises or any substantial part thereof by the Lessee is terminated without the consent of the Bank (or any other owner of the Bond); or (c) the Chicago White Sox American League Baseball Club does not play its home games in the City of Chicago, Illinois. As a result of any such event, the principal installments of the Bond shall be subject to redemption on any date within sixty (60) days of the occurrence of any such event, as a whole, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

Upon receipt by the Issuer and the Bank of at least thirty (30) days prior written notice from the Company specifying a date for the prior redemption of principal installments of the Bond, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, apply such amounts in the Bond Fund on behalf of the Issuer to the redemption of the principal installments of the Bond in accordance with the preceding paragraphs. All principal installments of the Bond designated for prior redemption will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank for the account of the Issuer for such purpose on or before such date.

The Bond shall be prepared in typewritten form.

The Bond shall be signed by the Mayor by her manual or facsimile signature, and attested by the manual signature of the City Clerk of the Issuer, and the official seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and principal maturities as the Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, the mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory

to the Issuer. The Issuer shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon acceleration or call for redemption) and interest which the records of the Issuer indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the owner of the Bond with reasonable fees and expenses in this connection.

Bond Form

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

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Sports Facility Revenue Bond, Series 1982
(Comiskey Park Associates Project)

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

No. R-1

\$5,000,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided to American National Bank and Trust Company of Chicago, Chicago, Illinois, or its assigns (the "Bank"), the principal sum of: Five Million Dollars (\$5,000,000) maturing as to principal in ten (10) annual principal installments of \$500,000 each, payable on December 15, 1983, and on the fifteenth day of each December thereafter to and including December 15, 1992, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with interest on the unpaid principal amount hereof at the rate of seventy percent (70%) of the Prime Rate (as defined in the Bond Ordinance hereinafter referred to) in effect from time to time payable on June 15, 1983, and on the fifteenth day of each June and December thereafter until paid. Interest shall be computed on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and charged on the basis of the number of days elapsed, from the date hereof on the principal amount hereof from time to time remaining unpaid. The principal hereof and premium, if any, and interest hereon are payable in lawful money of the United States of America at the principal office of the Bank in the City of Chicago, Illinois.

Upon the occurrence of an Event of Taxability, (as defined in the Bond Ordinance hereinafter referred to), the rate of interest borne by this Bond shall be a rate equal to said Prime Rate in effect from time to time, plus two per cent (2%) per annum, and interest at such rate shall accrue from the date of said Event of Taxability, and shall be payable on the dates otherwise provided herein for interest payments, unless and until the Company shall prepay the principal installments of the Note pursuant to Article VII of the Loan Agreement hereinafter referred to and the principal installments hereof are redeemed as hereinafter provided. If the principal installments of, premium, if any, and interest on this Bond have been fully paid, the Issuer shall nevertheless pay from the source and as hereinafter provided any such additional interest accruing on this Bond from said Event of Taxability to the date of the final payment of the principal installments of, premium, if any, and interest on this Bond to the Bank on demand. Said covenant shall survive the final payment of the principal installments of, premium, if any, and interest on this Bond.

The Bank shall provide the Issuer and the Company (as hereinafter defined) with written notice at least ten (10) business days in advance of each date on which interest shall be payable on this Bond of said Prime Rate in effect from time to time during the applicable interest payment period and the estimated amount of interest to be so due and payable on this Bond on such interest payment date. Notwithstanding any other provisions of this Bond to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder or under the Bond Ordinance hereinafter referred to if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

Payments of principal installments (whether at maturity or upon acceleration or call for redemption) and payments of interest shall be noted by the Bank on the Payment Record - Schedule "A" made a part of this Bond, as provided in the Bond Ordinance hereinafter referred to pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal sum of \$5,000,000 and designated "Sports Facility Revenue Bond, Series 1982 (Comiskey Park Associates Project)", pursuant to the Constitution and the laws of the State of Illinois and pursuant to a Bond Ordinance duly adopted by the City Council of the Issuer on December __, 1982 (the "Bond Ordinance") for the purpose of providing funds to finance a portion of the cost of renovating and improving Comiskey Park, a sports stadium located in the City of Chicago, Illinois (the "Stadium"), through the addition of indoor and the improvement of outdoor seating facilities, the addition of restrooms and food service facilities and the expansion of office facilities (the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment, enhance the tax base and contribute to the public benefit and welfare of the inhabitants in the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Comiskey Park Associates, a limited partnership organized and existing under the laws of the State of Illinois (the "Company"), for a portion of the costs of construction of the Project, under the terms of a Loan Agreement dated as of December 1, 1982, by and between the Issuer and the Company (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the Agreement"). The Company has leased the Project, the Stadium and the real estate on which the Stadium is located and the Project will be located, but excluding the scoreboard located thereon (the Project, the Stadium and such real estate being sometimes hereinafter referred to as the "Premises"), to Chicago White Sox, Ltd., a limited partnership organized and existing under the laws of the State of Illinois (the "Lessee"), pursuant to the terms of the Stadium Lease dated as of September 1, 1982, by and between the Company and the Lessee (the "Lease"), for use as a sports facility open to the use of the general public.

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), and is further secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), a mortgage on and security interest in the Premises, an assignment of certain rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, a guaranty of the principal installments of, premium, if any, and interest on the Note and this Bond of the performance and observance of the covenants, and obligations of the Company under the Agreement, the Mortgage and Security Agreement referred to in the Bond Ordinance, the Assignment of Rents referred to

in the Bond Ordinance and the Bond Purchase Agreement referred to in the Bond Ordinance, and the assignment of certain net revenues and income of the Lessee derived from the subleasing of a portion of the Project, as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and the laws of the State of Illinois, particularly the Bond Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general taxing powers of any of them within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois, Sports Facility Revenue Bond Fund (Comiskey Park Associates Project)" (the "Bond Fund"), and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly pledged and assigned to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity by the Issuer in the event that the Bank (or any other owner of the Bond) shall exercise its option to cause the Company to prepay the principal installments of the Note upon a Determination of Taxability (as defined in the Bond Ordinance), on any date within sixty (60) days of such a Determination of Taxability and written notice from the Bank (or any other owner of the Bond) to the Issuer and the Company of its election to cause the Company to prepay the principal installments of the Note, as a whole, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of this Bond are also subject to redemption prior to maturity at the option of the Issuer from any available funds, including the prepayment of the principal installments of the Note or a portion thereof at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, on June 15, 1983, and on the fifteenth day of any month thereafter, as a whole, or in part by installment in the inverse order of maturity of the principal installments hereof in the principal amount of \$5,000 or any integral multiple thereof, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event the Company shall be obligated to prepay the principal installments of the Note and to cause the principal installments of this Bond to be redeemed as provided in Section 7.3 of the Agreement in the event that: (a) the Lessee sells or otherwise transfers ownership of the Chicago White Sox American League Baseball Club without the consent of the Bank (or any other owner of the Bond); or (b) the use of the Premises or any substantial part thereof by the Lessee is terminated without the consent of the Bank (or any other owner of the Bond); or (c) the Chicago White Sox American League Baseball Club does not play its home games in the City of Chicago, Illinois. As a result of any such event, the principal installments of this Bond are subject to redemption on any date within sixty (60) days of the occurrence of any such event, as a whole, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

Upon receipt by the Issuer and the Bank of at least thirty (30) days prior written notice from the Company specifying a date for the prior redemption of principal installments of this Bond, the Bank shall, to the extent that amounts are or become available therefore in the Bond Fund, apply such amounts in the Bond Fund on behalf of the Issuer to the redemption of the principal installments of this Bond in accordance with the preceding paragraphs. All principal installments of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank for the account of the Issuer for such purpose on or before such date.

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

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

This Bond is issued with the intent that the laws of the State of Illinois will govern its construction.

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

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its City Council, has caused this Bond to be signed on its behalf by its Mayor by her manual or facsimile signature, and attested manually by its City Clerk, and the official seal of the Issuer to be affixed hereto, all as of _____, 1982.

[Signature forms omitted for printing purposes.]

SCHEDULE A

PAYMENT RECORD

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

SCHEDULE A

PAYMENT RECORD

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

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

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Sports Facility Revenue Bond Construction Fund (Comiskey Park Associates Project)". The proceeds received by the Issuer upon the sale of the Bond, exclusive of accrued interest, if any, which shall be deposited in the Bond Fund, shall be deposited in the Construction Fund which shall be held in a separate account by the Bank, as depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 of the Agreement.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Bank shall deliver copies of such records to the Issuer and the Company.

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

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

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

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

Revenues: Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement and the Note, pursuant to the Assignment, a mortgage on and security interest in the Premises, pursuant to the Mortgage, an assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, a guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Note and the Bond and of the performance and observance of the covenants, agreements and obligations of the Company under the Agreement, the Mortgage, the Assignment of Rents and the Bond Purchase Agreement, pursuant to the Guaranty, and an assignment of certain net revenues and income of the Lessee derived from the subleasing of a portion of the Project, pursuant to the Collateral Assignment of Rents, and shall be payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided in this Ordinance.

There is hereby created by the Issuer and ordered established with the Bank, as depositary, a special fund to be designated "City of Chicago, Cook County, Illinois, Sports Facility Revenue Bond Fund (Comiskey Park Associates Project)", which shall be used to pay the principal installments of, premium, if any, and interest on the Bond.

There shall be deposited into the Bond Fund, as and when received (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (c) all payments made on the Note; (d) all prepayments of the Note provided for in Article VII of the Agreement; (e) payments made pursuant to the Assignment of Rents; (f) payments made pursuant to the Guaranty; and (g) all other moneys received by the Bank under and pursuant to, any of the provisions of the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty or the Collateral Assignment of Rents with instructions that such amounts are to be deposited in the Bond Fund. The Bank is authorized and directed to apply amounts available therefore in the Bond Fund to the payment when due of the principal installments of, premium, if any, and interest on the Bond.

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

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

*Assignment, Mortgage, Assignment of Rents,
Guaranty and Collateral Assignment of Rents*

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the indemnification of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorney's fees and expenses incurred by the Issuer upon a default thereunder) and all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof and as evidence of such assignment, pledge and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Construction Fund created pursuant to Section 5 hereof, to the Bond Fund created pursuant to Section 7 hereof and to any other duty imposed upon the Bank by this Ordinance or the Agreement, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer and the City Clerk is hereby authorized to attest the same and to affix the official seal of the Issuer thereto, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the City Council of the Issuer.

As further security for the payment of the principal installments of, premium, if any, and interest on the Bond, the Company will execute and deliver the Mortgage and the Assignment of Rents and the Lessee will execute and deliver the Guaranty and the Collateral Assignment of Rents, all in substantially the form presented to the City Council of the Issuer, the form, terms and provisions of which are hereby approved, and will cause the Mortgage, the Assignment of Rents and the Collateral Assignment of Rents to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Investments; Arbitrage

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

As and when any amount invested pursuant to this Section 9 may be needed for disbursement, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond, which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, the City Council of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Income Tax Regulations (26 C.F.R., Part 1) as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by the Note of the Company, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty and the Collateral Assignment of Rents, and payable as set out in Section 3 hereof.

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

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

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

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

Events of Default and Remedies

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

- (a) Default in the due and punctual payment of any interest on the Bond; provided, however, that the payment of less than the full amount of interest due on the Bond on any interest payment date shall not constitute an event of default hereunder if the amount of interest paid shall be the amount of interest which the Bank has advised the Issuer and the Company is the amount of interest estimated to be due on such interest payment date; provided, further, that the failure to pay any additional interest required to be paid on the Bond upon an Event of Taxability shall not constitute an event of default hereunder until sixty (60) days after the date of receipt by the Company of a Determination of Taxability.
- (b) Default in the due and punctual payment of any principal installment of or premium, if any, on the Bond, whether at the stated maturity thereof or upon call for redemption or proceedings for the acceleration thereof.
- (c) An "Event of Default" shall have occurred and be continuing under the Agreement.

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

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

Upon the occurrence of an event of default hereunder, the Bank or any other owner of the Bond may exercise such rights as exist under the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty, the Collateral Assignment of Rents of this Ordinance and may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of, premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Company and the Lessee as herein and in the Agreement, the Note, the Mortgage, the Assignment of Rents, the Guaranty and the Collateral Assignment of Rents set forth.

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

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

All moneys received pursuant to any right given or action taken under the provisions of this Section 11 or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other owner of the Bond) or under the Assignment, the Mortgage, the Assignment of Rents, the Guaranty or the Collateral Assignment of Rents, and all moneys in the Construction Fund at the time of the occurrence of an event of default hereunder shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond within five (5) business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

The Bank or any other owner of the Bond may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in cases of any such waiver or rescission, or in case any proceeding taken by the Bank or any other owner of the Bond on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$5,000,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix the official seal of the Issuer thereto, the Bond Purchase Agreement to be in substantially the same form which has been presented to and approved by the City Council of the Issuer.

(b) The Agreement and the Assignment in substantially the form in which the same have been presented to the City Council of the Issuer are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix the official seal of the Issuer thereto, the Agreement and the Assignment each to be in substantially the same form which has been presented to and approved by the City Council of the Issuer.

(c) The Issuer hereby acknowledges that the Premises, including the Project, have been leased by the Company to the Lessee pursuant to the terms of the Lease which has been or shall be, or a memorandum of Lease which has been or shall be, recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois. The Issuer hereby assents to such leasing, and hereby approves the form, terms and provisions of the Lease.

Performance Provisions

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

Notices

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by certified mail, postage prepaid, return receipt requested, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Loan Department; and if to the Company at 601 Skokie Boulevard, Northbrook, Illinois 60062, Attention: General Partner, with copies to the Lessee at 324 West 35th Street, Chicago, Illinois 60616, Attention: General Partner, and to Katten, Muchin, Zavis, Pearl and Galler, 55 East Monroe Street, Chicago, Illinois 60603, Attention: Gerald M. Penner.

Ordinance a Contract; Provisions for Modifications, Alterations and Amendments

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

Satisfaction and Discharge

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

- (a) all expenses of the Issuer and the Bank shall have been paid;
- (b) the Issuer, the Company and the Lessee shall have performed all of their covenants and promises in the Bond, this Ordinance, the Agreement, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty, the Collateral Assignment of Rents and the Bond Purchase Agreement; and
- (c) all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability

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

Captions

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

Provisions in Conflict Repealed

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

[Assignment and Agreement, Assignment of Rents, Bond Purchase Agreement, Collateral Assignment of Rents, Guaranty Agreement, Loan Agreement and Mortgage and Security Agreement are omitted for printing purposes and made available for public inspection in the Office of the City Clerk.]

Transfer of Funds Authorized in the Committee on Finance.

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 City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982: The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-936	Claims under Worker's Compensation Act	\$ 750,000.00
<i>To:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-720	For Contingent Expense authorized by the Chairman of the Committee on Finance	\$ 750,000.00

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

Nays--Aldermen Bloom, Orr--2.

**City Comptroller Authorized to Execute Leases of Certain
Property for Municipal Purposes.**

The Committee on Finance submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City Departments and Agencies.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Department of Human Services.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Ronald Fornaciari, for approximately 1,575 square feet of office space consisting of five (5) offices on the 2nd floor at No. 6254 S. Kedzie Avenue, to be used by the Department of Human Services; such lease to be approved by the Commissioner of the Department of Human Services, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance is printed
on page 13838 of this Journal.]

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

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

Rider "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, Addressed to the Lessee at the Premises and, in addition, to the Assistant Comptroller,

(Continued on page 13839)

LEASE--Short Form Lease No. 11005

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Ronald Fornaciari (sole owner)_____, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,575 square feet of office space consisting of five (5) offices on the second (2nd) floor at 6254 South Kedzie Avenue for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1982, and ending on the 31st day of August A. D. 1984. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Ronald Fornaciari, 10259 Chaucer St. Westchester, IL 60153 or at such other place as the Lessee, from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider "B" Attached Hereto and Made A Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access, at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

(Signature forms omitted)

(Continued from page 13837)

Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Eighty-five and 00/100 (\$485.00) Dollars for a period beginning on the 1st day of September, 1982 and ending on the 31st day of August, 1983;

Five Hundred Five and 00/100 (\$505.00) Dollars for a period beginning on the 1st day of September, 1983 and ending on the 31st day of August, 1984.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Undertake the following improvements prior to execution of lease.

Install missing floor tiles in all offices.

Repair window in corner office facing Kedzie so it can properly close.

Plaster and paint where necessary along hallways.

Paint common washrooms.

Repair restroom door locks.

Spackle and paint all offices where necessary.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide for central air-conditioning unit and maintain same.

Provide and pay for janitorial service.

Maintain exterior and interior of building including maintenance of mechanical components.

Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance of said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Provide and pay for custodial service.

Pay for electricity as metered.

Additional terms and conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessor or any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or services itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

—
Police Beat Representative Program.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal lease from Rudolph F. Salihar and Edward R. Krajewski as beneficiaries under The Steel City National Bank of Chicago, Trust Number 1606, dated October 21, 1975, with said beneficiaries each holding an undivided one-half interest as tenants in common, for approximately 1,642 square feet on the first (1st) floor as office space at No. 8817 S. Commercial Avenue, to be used as an area center for the Beat Representative Program, Department of Police, such lease to be approved by the Superintendent, Department of Police, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed
on page 13841 of this Journal.]

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

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

Rider "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, Addressed to the Lessee at the Premises

(Continued on page 13842)

LEASE—Short Form—

Form C. O. No. 18

City of Chicago

1

This Agreement, Made this _____ day of _____

A. D. 19____ between Rudolph F. Salihar and Edward R. Krajewski as beneficiaries under The Steel City National Bank of Chicago Trust, Trust Number 1606, dated October 21, 1975, with said beneficiaries each holding an undivided one-half interest as tenants in common as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,642 square feet of office space on the first (1st) floor located at 8817 South Commercial Avenue, to be used as an area center for the Beat Representative Program, Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1982, and ending on the 30th day of November A. D. 1983. Lessor has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Edward R. Krajewski, 16901 S. Langley, South Holland, Ill. 60473 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Rudolph F. Salihar and Edward R. Krajewski as beneficiaries under The Steel City National Bank of Chicago Trust, Trust Number 1606, dated October 21, 1975

[Signature forms omitted]

(Continued from page 13840)

and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provision

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Ninety and 00/100 (\$490.00) Dollars for a period beginning on the 1st day of December, 1982 and ending on the 30th day of November, 1983.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide for window air-conditioning unit and maintain same.

Provide and pay for janitorial services.

Maintain exterior and interior of building including maintenance of mechanical components.

Provide and maintain at all times public liability insurance in the amount of \$300,000 per occurrence and \$300,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance of said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Provide and pay for custodial service.

Provide and maintain plate glass insurance.

Pay for electricity as metered.

Additional terms and conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessor or any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or services itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the Federal Government. If said funds are not made available from the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

**Authority Granted for Execution of Restaurant Concession License
Agreement with Midway Airport Restaurant, Inc., for Premises
Located at Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a restaurant concession license agreement with Midway Airport Restaurant, Inc. for premises located at Chicago Midway Airport.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Restaurant Concession License Agreement with Midway Airport Restaurant, Inc., for certain premises in the Terminal Building at Chicago Midway Airport, said agreement to be in the following form:

[Agreement attached to this ordinance is printed on pages
13844 thru 13866 of this Journal.]

MIDWAY AIRPORT RESTAURANT CONCESSION LICENSE AGREEMENT

This agreement made this _____ day of _____, 1982, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and MIDWAY AIRPORT RESTAURANT, INC., an Illinois Corporation, (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

WHEREAS, Licensee desires to operate Food and Beverage Service areas with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant and lease unto the Licensee the Food and Beverage Service concession areas and rights, licenses and privileges as herein set forth; now, therefore.

Article I

A. Premises. Licensor, in consideration of the compenstion and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby demise unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport.

Space No. D212-D1, D2, consisting of 6,018 square feet, in Terminal Building Area D-2

Space No. A12-A1, A2, A3, A4, A5, consisting of 3,357 square feet, in Concourse Building A

Space No. D12-D1, consisting of 900 square feet, in Terminal Building Area D-1

as indicated on Exhibits "A", "B" and "C", attached hereto and made a part hereof, said space to be used for the purpose of operating a Food and Beverage Service concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Food and Beverage Service on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this agreement, a privilege to conduct a Food and Beverage Service

business on, upon and from the Airports under financial terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, fixed licensee fee and performance bond requirements, or more favorable space locations; and Licensor shall grant Licensee the opportunity of first providing such new and/or additional service on terms equal to those offered by any other individual firm or corporation by requiring written consent by Licensee thereto within thirty (30) days after notice from the Licensor.

C. Additional Locations. The Licensor reserves the right to request Licensee to operate additional Food and Beverage Service areas and Licensee agrees to open and operate such additional shop or shops when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such premises as may be so demised will be subject to the provisions of all the Articles of this agreement, including a fixed license fee of \$8.00 per square foot per year, and will be indicated on Exhibits added hereto and made a part hereof.

Article II

Term

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1982, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating _____.

In the event that air transportation operations are discontinued at the airports then the terms and conditions of this agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Upon expiration of this agreement, Licensee shall be given the first opportunity of continuing to operate the Food and Beverage service at the Airport, on the same terms and conditions as proposed by others, by giving notice to the Commissioner of Aviation in writing of such intent, 120 days prior to the expiration of this agreement, and by executing a new agreement with the City of Chicago.

Article III

License Fees

A. Minimum and Percentages to be paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed minimum fee of Eighty Two Thousand Two Hundred and No/100 Dollars (\$82,200.00), an annual amount equal to eight dollars (\$8.00) per square foot with payment equal to one twelfth of the annual minimum fee of Six Thousand Eight Hundred Fifty and No/100 Dollars (\$6,850.00) due each month in advance.

As additional percentage license fee, Licensee agrees to pay Licensor a sum of money computed and determined by deducting the Annual Fixed Minimum Fee for each year of this

agreement from a sum of money equal to the sum of the following percentages of Licensee and its Sublicensees Gross Receipts from sales during each year:

- 1) 17% of gross receipts of alcoholic beverages for consumption on the premises; and
- 2) 10% of gross receipts on all other sales derived by Licensee from operation at Chicago Midway Airport.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the fixed minimum annual fee noted above for Chicago Midway Airport.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum fixed fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Food and Beverage operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Food and Beverage concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The terms "gross receipts," as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed by Licensee or any Sublicensee for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this agreement, Licensee shall furnish the Licensors with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the agreement through passage of time or otherwise, the Licensee will provide the Licensors with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensors of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensors.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by Midway Airport Restaurant, Inc. an Illinois Corporation for the year ended _____ relating to the Food and Beverage concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and Midway Airport Restaurant, Inc. an Illinois Corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession

A. The term Food and Beverage Service Concession as used in the agreement shall be limited to the sale and/or delivery of the following products and services:

1. The operation of restaurants or dining rooms for the service of food and alcoholic beverages;
2. The operation of snack bars to serve sandwiches, hamburgers, coffee, milk, soft drinks and other items customarily sold in snack bars (but not alcoholic beverages);
3. The operation of cocktail lounges or fast-bars for the sale and consumption of alcoholic beverages, soft drinks and food;
4. The sale of tobacco products, miscellaneous sundry food items;
5. The sale of box lunches;
6. The sale of any and all items customarily sold at retail in restaurants.
7. With the prior individual written approval of the Commissioner of Aviation, this Licensee may operate food and beverage vending machines in areas upon the Airport not included in the demised premises, however, should such areas be occupied by any other Licensee of the City of Chicago, this Licensee may install and operate vending machines in such leased areas only with the knowledge and approval of the affected Licensee. In addition during the term of this agreement, the Licensee shall have the

right to first provide food and beverage vending service to any area on the Airport on terms equal to those being offered to any other Licensee by any other vendor now or in the future serving the Airport.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Newsstand/Drug Store Concessions. Licensor reserves the right at any time to enter into agreements with others including Newsstand operators for the operation at the Airports of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to tobacco products, luggage, flowers and plants, gourmet foods, candy and confections, duty-free merchandise, etc. Such agreements to be in accordance with and subject to the provisions of Article I. B herein.

C. Conflicts between Concessions. In the event of a conflict between the Food and Beverage service and any other Licensee or Concessionaire at the Airports as to the items and merchandise to be sold by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to remodel, and expand to the extent necessary the present and additional concession areas at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Twenty Thousand Dollars (\$20,000.00). Should enlarged and/or additional Food and Beverage service areas be needed during the first year of this agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional Food and Beverage concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination

- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All leasehold improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.

2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.

5.) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6.) Licensee shall keep the demised premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

7.) In the event that the demised premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licenser, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this agreement.

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public at least twelve hours a day seven days per week, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Food, Beverage and Merchandise offered for sale shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. So-called "carnival" and cheaper forms of merchandise shall not be stocked or offered for sale on the demised premises. All food, beverage and merchandise kept for sale shall be subject to inspection at all times, and any merchandise found to be objectionable by the Commissioner of Aviation shall be removed from stock immediately by the Licensee. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the leased premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the leased premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 Midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Food and Beverage Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its leasehold improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

Article VII

Service to be Performed by the Licensor

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the demised premises.

Article VIII

Quality and Price Control

A. Merchandise. Licensor agrees that Licensee's merchandise, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; subject, however, to disapproval by the Commissioner of Aviation if, in the opinion of said parties, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility. The Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of the Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by the Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will confer for the purpose of making a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to review.

Article IX

Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the municipal airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X

Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a Food and Beverage concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing within ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the leasehold improvements installed by it under this lease, including but not limited to, the enclosure walls and doors.

Article XI

Damage or Destruction of Premises

Should any portion of the premises demised hereby be partially damaged by Fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum rental payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall, if the damage is to the premises situated at Chicago Midway Airport, abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the demised premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago Midway Airport, the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises demised hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XII

Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the determination of the Comptroller, however, the amount for fire and extended coverage may not be less than Three Hundred Thousand Dollars (\$300,000.00).

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Dram Shop, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII

Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concession at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited

to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV

Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Article XV

Inspection

The Licensee shall allow the Licensor's authorized representative access to the demised premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XVI

Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises demised exclusively to the Licensee; provided, however, that the suppliers of services, furnishings materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

Article XVII

Assignment and Subletting

The Licensee shall not assign transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council being first obtained.

Article XVIII

Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX

Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quite and deliver up said premises to the Licensor and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX

Concessionaire's Bond

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, -as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. § 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, §§ 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, §§13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 §§ 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, §§ 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the use of the Premises by Tenant

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXII

Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII

Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of fee for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of rent, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said demised premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this agreement shall terminate.

Article XXIV

Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV

Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensors, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the demised premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports.

Article XXVI

Notices

Notices to Licensors provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Midway Airport Restaurant at 5800 South Cicero Avenue, Chicago, Illinois 60638 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII

Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

Article XXVIII

Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensors or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.

Article XXIX

Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensors, be and become absolutely null and void and Licensors may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

December 1, 1982

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under the respective seals on the day and year first above written.

CITY OF CHICAGO,
a municipal corporation

MAYOR

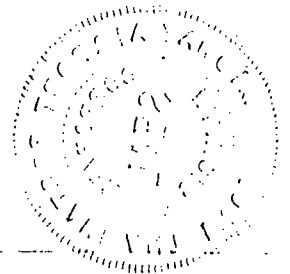
APPROVED:

COMMISSIONER OF AVIATION

CITY COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

CORPORATION COUNSEL



MIDWAY AIRPORT RESTAURANT

ATTEST:

Vito L. Eppinger

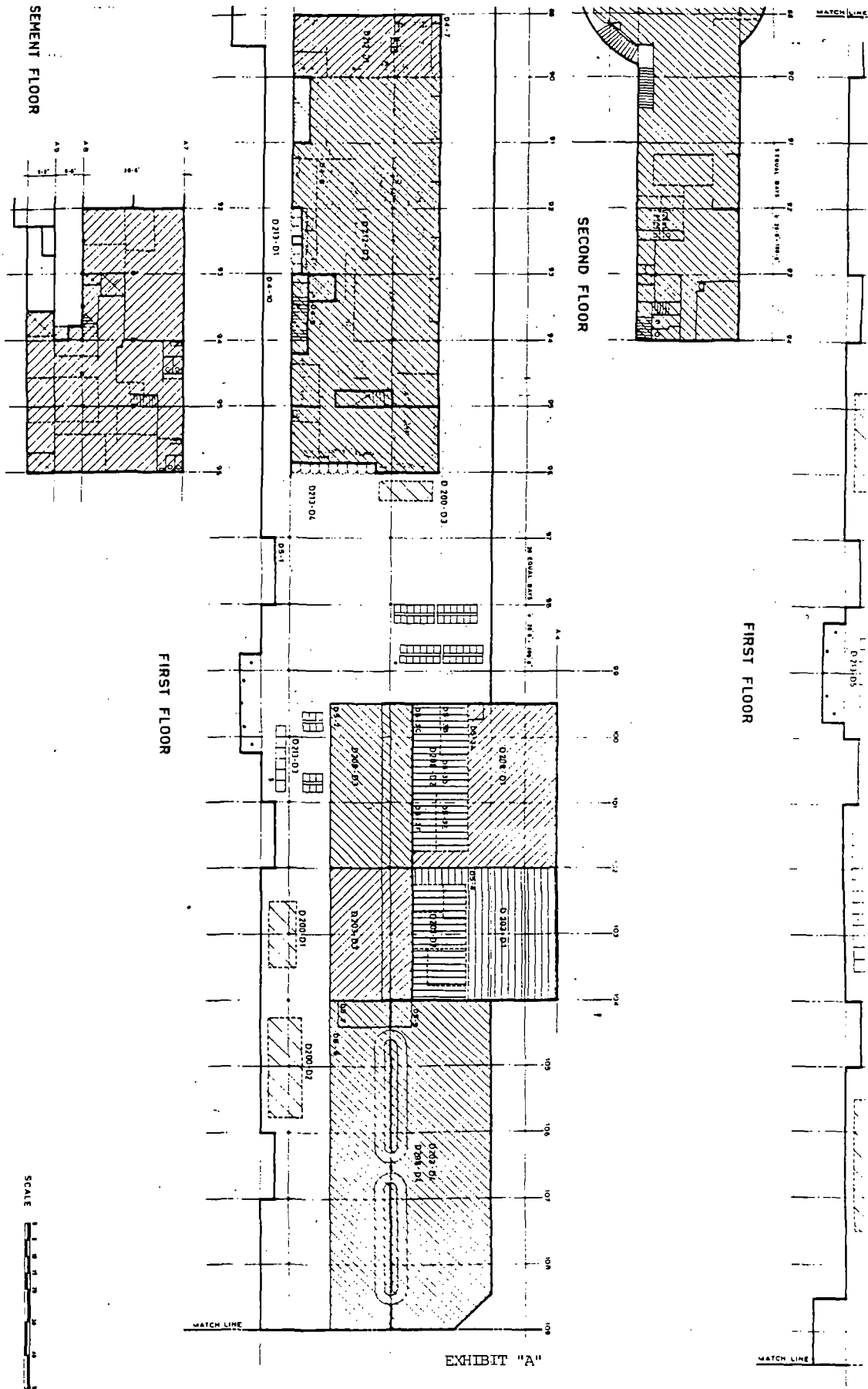
PRESIDENT

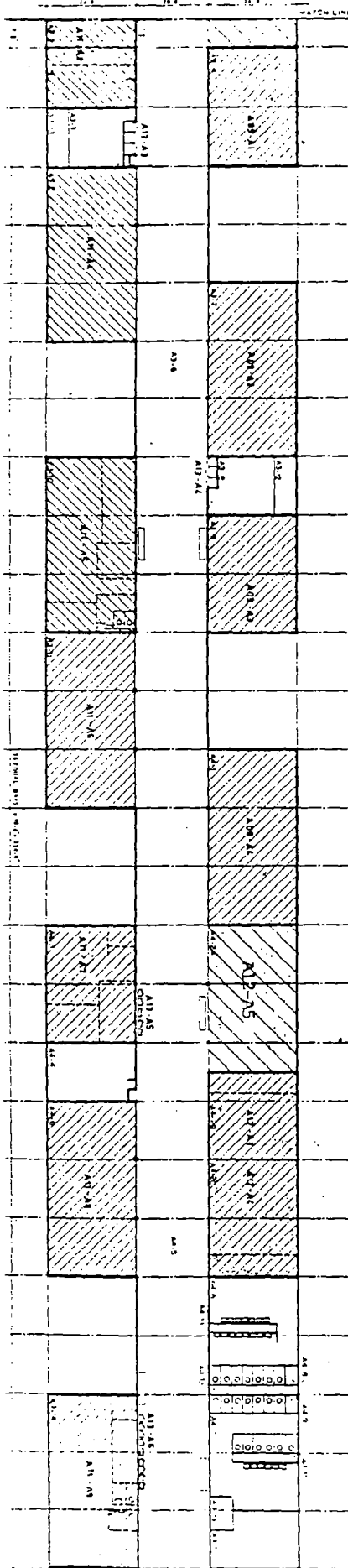
CITY CLERK

ATTEST:

Joseph A. [Signature]

SECRETARY





FIRST FLOOR

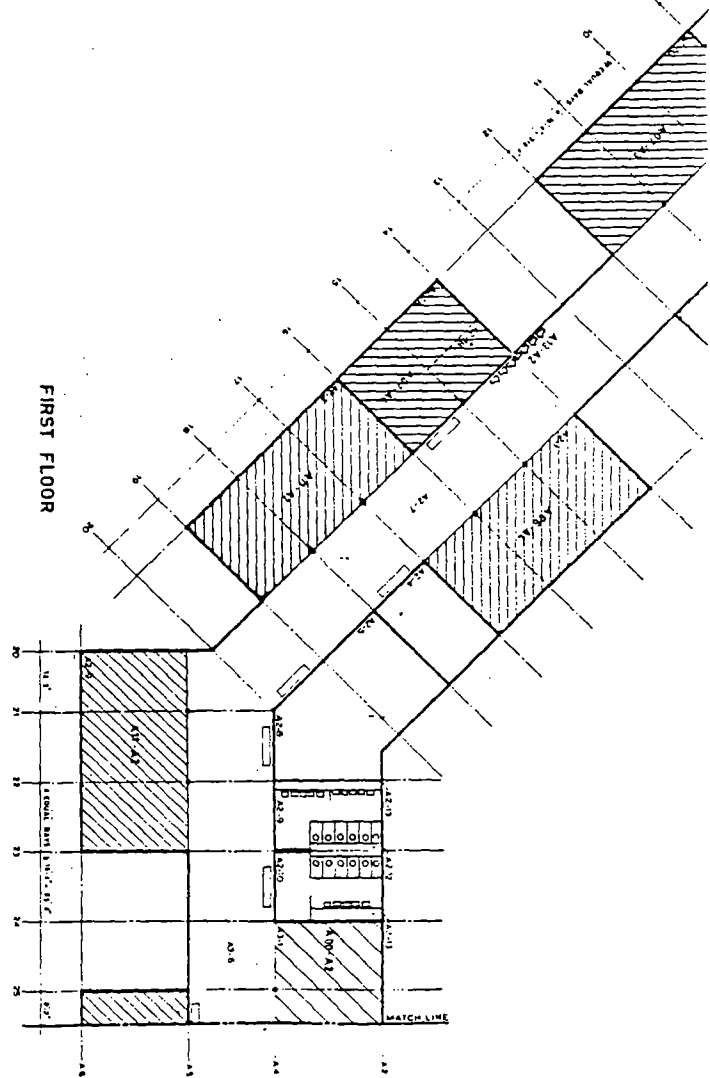


EXHIBIT "B"

December 1, 1982

REPORTS OF COMMITTEES

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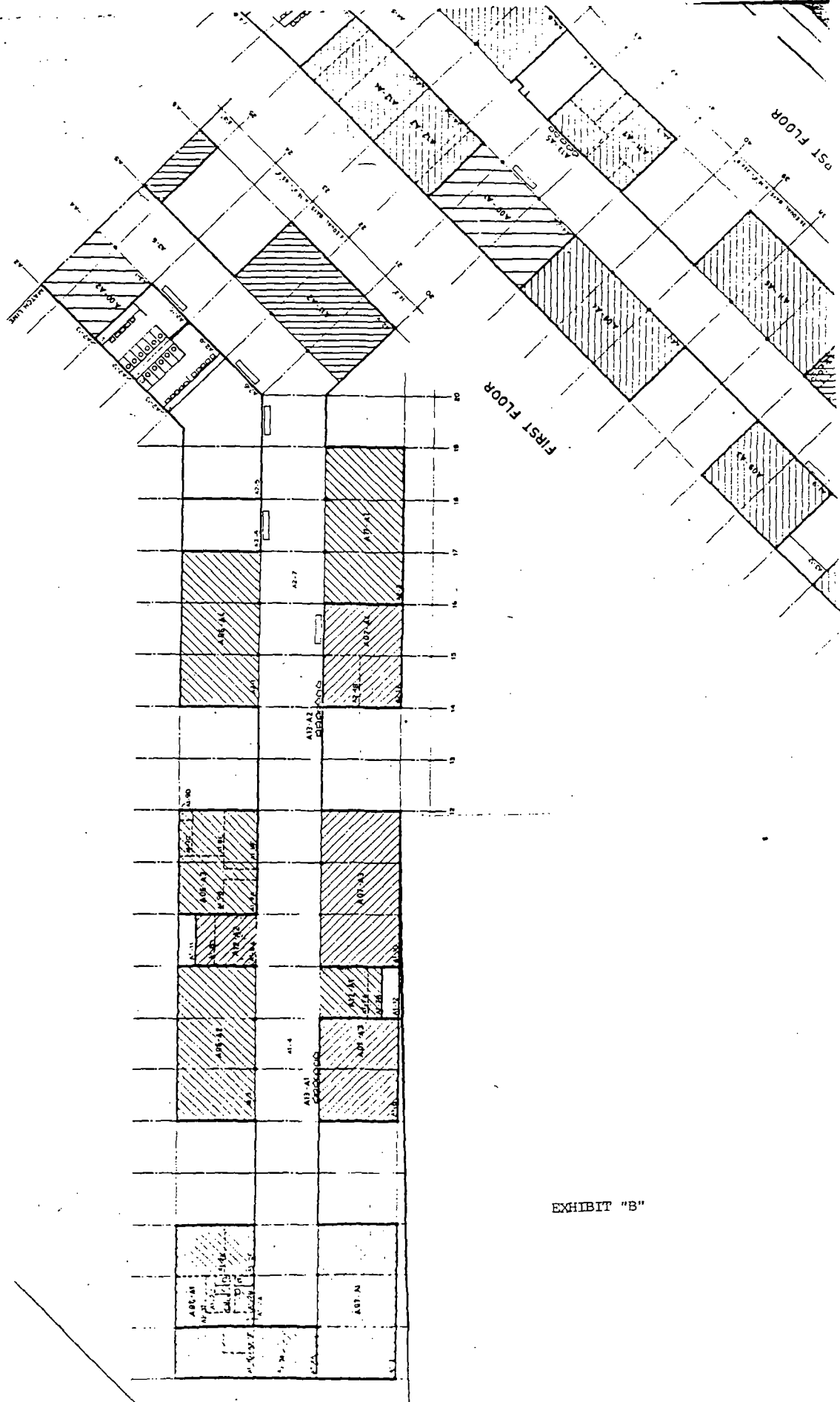


EXHIBIT "B"

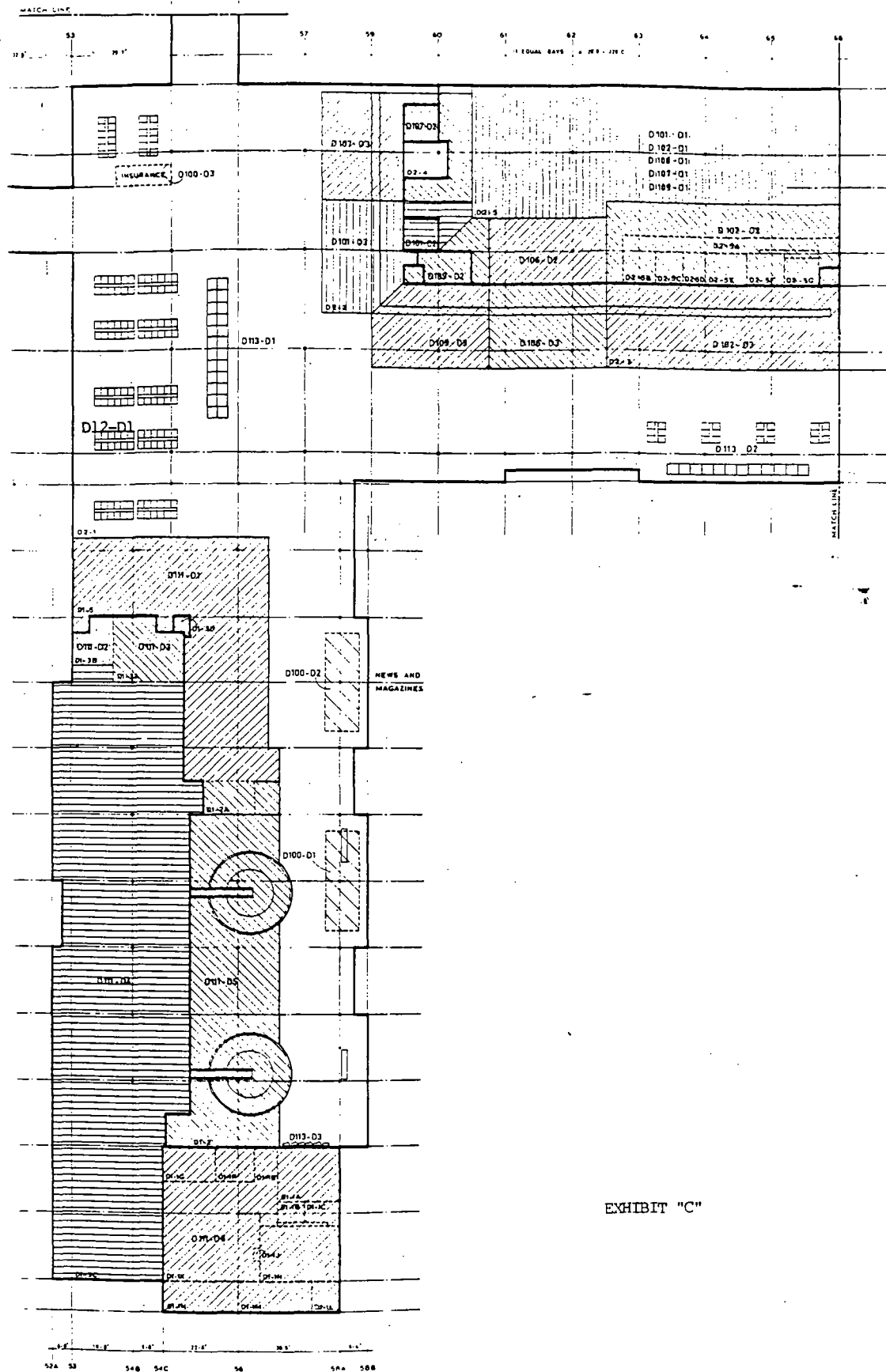


EXHIBIT "C"

FIRST FLOOR

SCALE

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

**Acquisition of Properties Authorized for purpose of Conveyance
to CHA to Provide for Low Income Housing.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acquisition of properties for the purpose of conveyance to the Chicago Housing Authority to provide for low-income housing located at Nos. 1817 N. Humboldt Blvd.; 1737 N. Humboldt Blvd. and 3050-3054 W. North Avenue.

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, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has a population in excess of 25,000 and is, therefore, a home rule unit any may exercise any of the aforementioned powers and perform any of the aforementioned functions pertaining to its government and affairs; and

WHEREAS, It is necessary and in the best interest of the City: (1) to provide for and promote the public health, safety and welfare; (2) to provide for low-income housing in areas identified as being in need of such housing by the Chicago Housing Authority (the "CHA"); and (3) to assist the CHA in providing existing properties for rehabilitation for such low-income housing;

WHEREAS, In furtherance of the purposes set forth above, the City, Department of Housing, wishes to acquire certain properties and to convey said properties to the CHA;

WHEREAS, Said properties to be acquired and conveyed by the City are identified as follows:

Lot 14 in Block 5 in Hansbrough and Hess Subdivision of the East ½ of the South West ¼ of Section 36, Township 40 North, Range 13 of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1815-1817 N. Humboldt Blvd.

Lot 16 in Block 12 in Hansbrough and Hess Subdivision of the East ½ of the South West ¼ of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1737 N. Humboldt Blvd.

Lots 25, 26, and 27 in Block 7 in Johnston and Cox Subdivision of the South West ¼ of the South West ¼ of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3050-3054 W. North Avenue.

WHEREAS, The City, Department of Housing, wished to acquire said properties in order to convey them to the CHA; now, therefore,

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

SECTION 1. It is hereby determined and declared that the purpose of this Ordinance is (a) to provide and promote the public health, safety and welfare; (b) to provide for low-income housing in areas identified as being in need of such housing; and (c) to assist the CHA in providing existing properties for rehabilitation.

SECTION 2. In order to implement these objectives, the City of Chicago, Department of Housing, is hereby authorized to negotiate for the properties described below and to convey them to the Chicago Housing Authority for low-income housing:

Lot 14 in Block 5 in Hansbrough and Hess Subdivision of the East ½ of the South West ¼ of Section 36, Township 40 North, Range 13 of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1815-1817 N. Humboldt Blvd.

Lot 16 in Block 12 in Hansbrough and Hess Subdivision of the East ½ of the South West ¼ of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1737 North Humboldt Blvd.

Lots 25, 26, and 27 in Block 7 in Johnston and Cox Subdivision of the South West ¼ of the South West ¼ of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3050-3054 W. North Avenue.

SECTION 3. The Mayor is authorized to execute, acknowledge and deliver the deeds required for said conveyances.

SECTION 4. The City does hereby find and declare that this Ordinance is being enacted pursuant to its home rule powers and that these acquisitions and conveyances are for public purposes as set forth in Section 1.

SECTION 5. This ordinance shall become effective immediately upon its adoption and approval.

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

The Committee on Finance to which had been referred (July 23 and November 23, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

—
LICENSE FEE EXEMPTIONS.

Victory Gardens Theater.

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

SECTION 1. The Department of Revenue is hereby directed to issue a Public Place of Amusement License, Class 1, free of charge, to the Victory Gardens Theater, a non-profit group located at No. 2257 N. Lincoln Avenue, notwithstanding other ordinances of the City to the contrary.

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

—
Norwood Park Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Norwood Park Home (Norwegian Old Peoples Home Society of Chicago, Illinois) No. 6016 N. Nina Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

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

—
**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued Against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on October 27, 1982 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Norwood Park Home No. 6016 N. Nina Avenue	A1-208280 (Elev.)	\$ 138.00
Rehabilitation Institute of Chicago No. 344 E. Huron Street	R1-207360 (Driveway)	100.00

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

**Authority Granted for Payments of Hospital, Medical and Nursing Services
Rendered Certain Injured Members of Police and Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

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:

Richard T. Adamski, 002725, District 19; injured September 8, 1982	\$ 531.00
Louis V. Amari, 010153, District 11; injured September 7, 1982	159.50
Leo S. Anciolis, 011019, District 7; injured September 10, 1982	236.00
Patrick J. Kellam, 407153, District 8; injured October 28, 1981	285.00
William G. Morris, 569319, District 50; Public Transportation; injured July 16, 1974	139.00
Roger Reyes, 683155, District 10; injured April 6, 1982	17,230.00

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel

of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Amy V. Bagans, 021832, District 19; injured September 8, 1982	\$ 35.00
Samuel L. Barsevuch, 030590, District 18; injured September 4, 1982	173.00
Chester Ciotuszyski, 125557, District 21; injured August 8, 1982	134.00
George S. Laughlin, 455561, District 9; injured July 3, 1982	242.00
Charles Orick, 622414, District 11; injured August 10, 1981	33.50
Gerald Payne, 636741, District 2; injured March 25, 1978	168.00
Homer Simpson, 750674, Records Inquiry Section; injured October 16, 1980	60.00
Vernon Williams, 861945, District 6; injured August 4, 1982	113.00
Edward Wooten, 881107, District 3; injured December 3, 1977	45.00

**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, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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 paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Vehicle License Refunds

Department of Finance: Account No. 300.9112.990

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Ozell Bass 7643 S. Bishop Chicago, Illinois 60620	P-602922	\$ 40.00
Juanita J. Moody 12247 S. Racine Avenue Chicago, Illinois 60643	P-631923	40.00
Roy A. Isabell 11433 S. Princeton Avenue Chicago, Illinois 60628	A-21460	25.00
Alvin J. McRoyal 7146 S. Ridgeland Avenue Chicago, Illinois 60649	MB-4600	15.00
Larry W. Williams 7907 S. Drexel Chicago, Illinois 60619	P-581418	40.00
Melvin P. Taylor 3309 W. Van Buren Chicago, Illinois 60624	P-617901	40.00
Therese Rynadak 3012 S. Haynes Court Chicago, Illinois 60608	P-88551	40.00
Dorothy G. Pender 4507 S. Spaulding Avenue Chicago, Illinois 60632	P-109397	40.00
Charles Evans 6547 S. Ingleside Chicago, Illinois 60637	P-581598	40.00

Various License Refunds

Department of Finance, City Comptroller: Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Haroldson and Thomas, Inc. 1447 E. 79th Street Chicago, Illinois 60619	20032 Motor Vehicle 20034 Repair 20030	\$ 300.00
Ruth Childs 5757 W. Warwick Avenue Chicago, Illinois 60634	24952 Dog License	5.00

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Canteen Corporation c/o Robert D'Agostino 6017 S. Western Avenue Chicago, Illinois 60636	10179 Food	475.00
Tom Tom Tamales Mfg. Co. 4750 S. Washtenaw Chicago, Illinois 60632	691 Food	90.00
The Silver Star, Inc. 2908 W. 63rd Street Chicago, Illinois 60629	1637 Tobacco	80.00
Lamar Randall 7901 S. State Street Chicago, Illinois 60619	11126 Amusement	75.00
Auery McCullum 11724 S. Michigan Avenue Chicago, Illinois 60628	20022 Motor Vehicle Repair	125.00
Lisa N. Pack 5838 S. Washington Hinsdale, Illinois 60521	276 Bakery	50.00
Luis M. Lebron 1657 N. Campbell 1st Floor Chicago, Illinois 60622	1959 Liquor	669.00
Handy Discount Market 5724 W. Belmont Chicago, Illinois 60634	5404 Tobacco Retail	90.00
53rd Street Mr. G., Inc. 1226 E. 53rd Street Chicago, Illinois 60615	12022 Tobacco	80.00
Dvorak Forest Products Company, Inc. 6733 N. Olmsted Avenue Chicago, Illinois 60631	12 Residential Parking	11.00
Pallop Dhalawong 4654 N. Western Avenue Chicago, Illinois 60625	33231 Food and Milk	56.25
Vitality, Inc. c/o Sears, Roebuck and Co. 4730 W. Irving Park Road Chicago, Illinois 60641	620779 Food and Milk	50.00

Damage to Property.

Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
National Life and Accident Insurance 2321 W. 95th Street Chicago, Illinois 60643	7-7-82 2321 W. 95th Street	\$ 314.98

Damage to Vehicle.

Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Virgal Capps 430 Nance Street Milan, Tennessee 38358	8-17-82 3532 N. Hamilton Avenue	\$ 120.00

Towing and Storage Fees.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Richard Klauznicer 5349 W. Lawrence Avenue Chicago, Illinois 60630	10-17-81 Pound No. 3	\$ 100.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Mrs. Harry Hayne 3850 N. Nottingham Avenue Chicago, Illinois 60634	5-16-82 3850 N. Nottingham	\$ 100.00
Grace Lunn 11114 S. Drake Avenue Chicago, Illinois 60655	2-1-82 11114 S. Drake	175.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Lyndon Ross Babcock III 819 S. Loomis Street Chicago, Illinois 60607	1-19-82 1038 W. Roosevelt Road	\$ 355.00
John J. Babka 6504 W. 63rd Place Chicago, Illinois 60638	4-21-82 63rd and Nashville	300.00
Terence Steele 9110 S. Saginaw Avenue Chicago, Illinois 60617	6-7-82 67th and Stoney Island	140.00
Barbara Ratkovic 3349 W. Pratt Lincolnwood, Illinois 60645	7-19-82 6359 N. McCormick	162.00

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Joanne Gail Moss 2239 N. Halsted Street Chicago, Illinois 60614	4-9-82 2540 W. Adams Street	485.00
George Hary 9253 Ballard Road Des Plaines, Illinois 60016	8-19-82 1810 W. Grace	95.00
Katherine R. Hambrick 251 W. 115th Street Chicago, Illinois 60628	7-4-82 115th and Yale	129.00
Mrs. Eugenia Fuchs 17320 Ridgeland Avenue Tinley Park, Illinois 60477	7-10-82 Western Avenue and South Branch of Chicago River	65.00
Thomas T. Gushes 10819 S. Hamlin Avenue Chicago, Illinois 60655	10-14-82 10819 S. Hamlin Avenue	132.00

and

Be It Further Ordered, That the Commissioner of Water is authorized to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Refunds of Water Leak.

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Rose Zak 704 S. Laflin Street Chicago, Illinois 60607	704 S. Laflin Street	\$ 153.69
Mavis Lighthall 1236 S. Harding Avenue Chicago, Illinois 60623	1236 S. Harding Avenue	82.62
Frank C. Testore 2111 W. Coulter Street Chicago, Illinois 60608	2111 W. Coulter Street	30.22
Lillian Murphy 2532 N. Kimball Avenue Chicago, Illinois 60647	24 S. California Blvd.	96.99

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Mitchell Robak 3135-45 N. Long Chicago, Illinois 60641	3135-45 N. Long	\$ 194.08
William P. White, Jr. 8031 N. Oconto Niles, Illinois 60648	4709 N. Artesian	252.82
Guillermo Sanchez 3502 N. Damen Avenue Chicago, Illinois 60618	1138 W. George	300.00
Rose Kogutkiewicz 5042 W. Armitage Avenue Chicago, Illinois 60639	5042 W. Armitage	300.00
Koukos Z. B. Kardoff 5037 Carol Street Skokie, Illinois 60077	1000-1002 N. Cicero	300.00
Marie R. Duffy 2128 S. May Street Chicago, Illinois 60608	2128 S. May	300.00
Jack Irwin Studios 4853 S. Ashland Avenue Chicago, Illinois 60609	4853 S. Ashland	152.34
Bertha Harris 6317 S. Morgan Street Chicago, Illinois 60621	6317 S. Morgan	300.00
Andrew Slowick 2214 S. Sawyer Avenue Chicago, Illinois 60623	2214 S. Sawyer	117.46
Sophia Lule 2012 W. Walton Street Chicago, Illinois 60622	2012 W. Walton	26.33

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

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred January 15, 1982, and subsequently, sundry claims as follows:

Compensation for Damage to Property:

(March 19, 1982)	Illinois Bell Telephone Company, c/o D. H. Davis
(July 15, 1982)	Mrs. Fred Fleming
(Jan. 15, 1982)	Illinois Bell Telephone Company, c/o W. U. Wylie
(July 22, 1982)	Robert Lesniak
(Sept. 15, 1982)	Aurazela Carter

(Oct. 15, 1982) Danny Pettis
 (Oct. 15, 1982) Dolphin Cartage, Inc., c/o Klein, Thorpe and Jenkins, Ltd.

Compensation for Damage to Vehicles:

(March 30, 1982) Charles Brown
 (June 9, 1982) Joyan Zivojin
 (June 9, 1982) Gloria Dyson
 (June 9, 1982) CNA Insurance and Thomas Tufaro
 (June 9, 1982) Irvn L. Mulroy, Jr.
 (June 9, 1982) Jefferey Lawley
 (June 30, 1982) Richard T. Bartlaga
 (June 30, 1982) Allstate Insurance Co. and Robert Smith
 (July 15, 1982) Joseph A. Bolda
 (July 15, 1982) Timothy A. Armon
 (July 15, 1982) Allstate Insurance Co. and Sheila Randle
 (July 15, 1982) Indiana Insurance Co. and Anthony Gianfrancisco
 (July 15, 1982) Ann I. Gentile
 (July 22, 1982) State Farm Insurance Co. and Cathy Anetsberger
 (July 22, 1982) Joseph Hnatko
 (Sept. 15, 1982) Jerry L. Bernstein
 (Sept. 15, 1982) Salvatore L. Scarmardo
 (Oct. 2, 1982) Terry Nelson
 (Sept. 15, 1982) Mildred Culver
 (Sept. 15, 1982) DeLuxe Ice Cream Products, Inc.
 (Oct. 6, 1982) Caroline E. Murphy
 (Oct. 6, 1982) Roland B. McJunkins
 (Oct. 15, 1982) Eddie Chaney
 (Oct. 15, 1982) Marcella Bey
 (Oct. 15, 1982) Beatrice Walker

Compensation for Personal Injury:

(July 15, 1982) Madeline F. Wilson
 (Sept. 15, 1982) Estelle M. Anderson

Compensation for Various Refunds:

(June 30, 1982) Illinois Slag and Ballast Co.
 (July 15, 1982) Clarence and Ileana Bergeron
 (July 15, 1982) Albert Haynes III

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, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Action Deferred--ON MAYOR'S EXECUTIVE BUDGET RECOMMENDATIONS
FOR THE YEAR 1983.

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

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated November 12, 1982, from the office of the Mayor transmitting the Mayor's Executive Budget Recommendations for the Year 1983 having had the same under advisement, begs leave to report and recommend, that Your Honorable Body

- 1) Adopt the Amendments recommended by the Committee
- 2) Adopt the Annual Appropriations Ordinance as Amended for the Year 1983.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

[Recommended Amendments of the Committee on Finance together
with the Annual Appropriation Ordinance for the Year
1983 are printed in Committee Pamphlet No. 4.]

Placed on File--COMMUNICATION FROM DEPT. OF LAW
CONCERNING SETTLEMENTS MADE OR JUDGMENTS ENTERED
AGAINST CITY FOR MONTH OF SEPTEMBER, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law concerning settlements made or judgments entered against the City of Chicago for the month of September, 1982.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

Approval Given to Transfer of Parcel PK-1 in Project
87th-Mackinaw to Chicago Park District.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor, transmitting a proposed ordinance (which was referred on November 18, 1982) to approve the transfer of Parcel PK-1 located at 93rd and South Harbor Avenue (in Urban Renewal Project 87th-Mackinaw) to the Chicago Park District, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago acquired the following legally described property in Urban Renewal Project 87th-Mackinaw,

Lots 1 thru 31 in Block 89 and Lots 1 thru 31 (except those parts of Lots 30 & 31 taken for street purpose) in Block 90, all in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Co., of the E. 1/2 of the W. 1/2 and parts of the E. Frac' 1. 1/2 of Frac' 1. Section 6, N. of the I.B.L. and that part of Frac' 1. Section 6, So. of the I.B.L., lying N. of the Mich. So. RR. and Frac' 1. Section 5, N. of the I.B.L., all in Twp. 37 N., R. 15 E. of the 3rd P.M., in Cook County, Illinois, and

All of the alleys located in Block 89, bounded on the N. by E. 93rd St., and on the W. by S. Brandon Ave., all in South Chicago, being a subdivision by the Calumet & Chicago Canal and Dock Co., aforesaid,

known as Parcel PK-1; and

WHEREAS, Said Parcel PK-1 is bounded by 93rd Street, South Harbor Avenue, and the Baltimore and Ohio Railroad, and contains 242,326.45 square feet; and

WHEREAS, The Chicago Park District has requested the transfer of said Parcel to be developed as a park and recreational facility; and

WHEREAS, Said transfer is in accordance with the approved plan for the project; now, therefore,

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

SECTION 1. The transfer of Parcel PK-1, Project 87th-Mackinaw, as legally described above, to the Chicago Park District, is hereby approved.

SECTION 2. Said transfer shall be effectuated without transfer of funds, or consideration therefor.

SECTION 3. The Mayor is hereby authorized to execute a deed effecting such transfer, and the City Clerk to attest thereto.

**Approval Given to Redevelopment Plan for Roosevelt-
Kostner Blighted Commercial Area.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on November 12, 1982) to approve Redevelopment Plan for Blighted Area Project Roosevelt-Kostner, approved by the Commercial District Development Commission by Resolution No. 82-CDDC-42, adopted by the Commission on September 21, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved the designation of the area described as Roosevelt-Kostner Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development has submitted a duly approved Redevelopment Plan for Blighted Commercial Area Roosevelt-Kostner entitled "Roosevelt-Kostner Redevelopment Plan" dated September, 1982 consisting of four pages and three exhibits including a narrative description of the Plan, a Boundary Map, a Land Use Map and an Acquisition Map; and

WHEREAS, The Commercial District Development Commission approved the Redevelopment Plan for Roosevelt-Kostner Blighted Commercial Area by Resolution No. 82-CDDC-42 on September 21, 1982; and

WHEREAS, The Department of Economic Development maintains a program of assistance for the relocation of individuals, families and business that may be displaced as a result of carrying out a Project in accordance with the Redevelopment Plan; and

WHEREAS, This Body has reviewed the Redevelopment Plan and finds said Plan is in accordance with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the Redevelopment of the area covered and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

SECTION 1. The Redevelopment Plan for Commercial Blighted Area Roosevelt-Kostner dated September, 1982 incorporated herein by reference is hereby approved.

SECTION 2. This ordinance shall be effective immediately upon passage thereof.

**Approval Given to Sale of Parcel R-2 in Urban Renewal Redevelopment Project
51st-Vincennes to Provident Community Development Corporation.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 27, 1982) to approve the sale of Parcel R-2 in Urban Renewal Redevelopment Project 51st-Vincennes, to Provident Community Development Corporation, approved by the Department of Urban Renewal by Resolution No. 82-DUR-126, adopted by the Department on October 19, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project 51st-Vincennes heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 12682-DUR-126 adopted by the Department on October 19, 1982 and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project 51st-Vincennes is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Provident Community Development Corporation	R-2	48,569.2	\$1.20	\$58,283.04

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Approval Given to Amendment No. 1 to 51st-Vincennes
Redevelopment Plan.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 12, 1982) to approve Amendment No. 1 to the 51st-Vincennes Redevelopment Plan, approved by the Department of Urban Renewal by Resolution No. 82-DUR-112, adopted by the Department on October 19, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the 51st-Vincennes Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board, by resolution adopted on October 19, 1982 approved Plan Amendment No. 1 to said Plan which Amendment is attached hereto, and incorporated in this Ordinance, and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 1 together with the Plan, as amended, constitutes a redevelopment plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and with the recommendation of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 1 to the Redevelopment Plan, as amended, for the Project 51st-Vincennes, dated October 1982, incorporated herein by reference, having been duly considered is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel R-1 (A) in Urban Renewal Redevelopment
Project 47th-Michigan to American National Bank and Trust
Company, U/T No. 56121 as Trustee for
MBGA Associates.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 12, 1982) to approve the sale of Parcel R-1(A) in Urban Renewal Redevelopment Project 47th-Michigan to the:

American National Bank and Trust Company of Chicago, Trust No. 56121, as trustee for MBGA Associates, an Illinois limited partnership.

approved by the Department of Urban Renewal by Resolution No. 82-DUR-128, adopted by the Department on October 19, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project 47th-Michigan heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-128 adopted by the Department on October 19, 1982 and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered that said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project 47th-Michigan is hereby approved as follows:

<i>Purchase</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
American National Bank and Trust Company of Chicago, No. 56121, as trustee for MBGA Associates, an Illinois limited partnership	R-1(A)	203,267.5 improved with two residential structures containing 451 residential units	Not Applicable	\$2,000,000.00

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel 2 in Commercial District
Development Project 16th-Canal to General
Packaging Products, Inc.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 30, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration

a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 12, 1982) to approve the sale of Parcel 2 in Project 16th-Canal to General Packaging Products, Inc. approved by the Commercial District Development Commission by Resolution No. 82-CDDC-43, adopted by the Commission on September 21, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project 16th-Canal heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by General Packaging Products, Inc., as set forth in Resolution No. 82-CDDC-43, adopted by the Commission on September 21, 1982, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered the said Resolution the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project 16th-Canal, as identified on a Disposal Parcel map for said Project is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
General Packaging Products, Inc.	2	\$1.50	\$ 20,999.55

SECTION 2. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON LOCAL TRANSPORTATION.

Establishment of Bus Stands at Sundry Locations.

The Committee on Local Transportation, to which had been referred (on October 6, November 12 and November 18, 1982) three proposed ordinances for establishment of bus stands at sundry locations, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

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

Bus Stand on Portion of E. 56th St.

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

SECTION 1. Pursuant to Section 27-142 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

<i>Public Way</i>	<i>Area</i>
E. 56th Street (north curb) Citizen bus)	From a point 15 feet west of the (Senior west building line of Hyde Park Blvd. to a point 55 feet west thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

Bus Stand on Portion of S. University Av.

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

*Public Way**Area*

S. University Av. (east curb).

From the south property line of E. 63rd Street to a point 200 feet south thereof

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

Bus Stand on Portion of S. Komensky Av.

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

*Public Way**Area*

S. Komensky Avenue (east curb)

From the south property line of W. 31st Street to a point 120 feet south thereof

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

Consent and Permission Granted to CTA to Install, Maintain and Operate Motorbus Routes on Portions of Specified Streets.

The Committee on Local Transportation, to which had been referred (on November 12, 1982) three proposed ordinances granting consent and permission to Chicago Transit Authority to install, maintain and operate motorbus routes on portions of specified streets, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

Motorbus Route on Portion of S. University Av.

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by laws of the State of Illinois, to install, maintain and operate a motorbus route on S. University Avenue from E. 64th Street to E. 63rd Street as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

Motorbus Route on Portion of E. 64th. St.

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on E. 64th Street from S. Greenwood Avenue to S. University Avenue as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

Motorbus Route on Portion of S. Greenwood Av.

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install,

maintain and operate a motorbus route on S. Greenwood Avenue from E. 63rd Street to E. 64th Street as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

**Chicago Transit Authority Memorialized to Establish Bus
Passenger Shelters at Designated Locations.**

The Committee on Local Transportation, to which had been referred (on October 6 and November 18, 1982) three proposed orders for installation of bus passenger shelters at designated locations, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

*Bus Passenger Shelters on Southeast and Northwest Corners
of W. North and N. Central Aves.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters on the southeast and northwest corners of W. North Avenue and N. Central Avenue.

*Bus Passenger Shelter on Northwest Corner of W. 36th St.
and S. Wentworth Av.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the establishment of a "Bus Passenger Shelter" on the northwest corner of W. 36th Street and S. Wentworth Avenue.

Bus Passenger Shelter on Southwest Corner of W. 31st and S. Halsted Sts.

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the establishment of a "Bus Passenger Shelter" on the southwest corner of W. 31st Street and S. Halsted Street.

Establishment of Taxicab Stand No. 526.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on November 23, 1982, C.J.P. p. 13792):

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 526

On North Canal Street, along the east curb from a point 109 feet north of the north building line of W. Randolph Street to a point 116 feet north thereof, 6 cabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 37-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense."

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

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

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

Nays--None.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING
ZONES AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Aldermen</i>	<i>Location</i>
Nardulli (26th Ward)	W. Grand Avenue, at No. 1204 -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;
Oberman (43rd Ward)	N. Lincoln Park West (west side) from a point 55 feet north of W. Belden Avenue to a point 35 feet north thereof -- 6:00 P.M. to 10:00 P.M.

***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>Aldermen</i>	<i>Street, Distance and Direction</i>
Shaw (9th Ward)	E. 112th Street, from S. Vernon Avenue to S. King Drive -- westerly;
Marzullo (25th Ward)	W. 19th Street, in the 2600 block --westerly;
Damato (37th Ward)	W. Drummond Place from N. Laramie to N. Central Avenues -- westerly.

***Referred--PROPOSED ORDER FOR REMOVAL OF PARKING
METERS AT NO. 4708 N. WESTERN AV.***

Alderman Laurino (for Alderman Rittenberg, 40th Ward) presented a proposed order for the removal of parking meter Nos. 494/4016-4020 from in front of No. 4708 N. Western Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

***Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.***

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Aldermen</i>	<i>Location and Distance</i>
Huels (11th Ward)	S. Lowe Avenue, at No. 3747 (except for handicapped);

*Aldermen**Location and Distance*

Burke (14th Ward)

S. Fairfield Avenue, at No. 5516 (except for handicapped);

S. Honore Street, at No. 5139 (except for handicapped);

Marzullo (25th Ward)

W. 24th Street, at No. 2122 (except for handicapped);

Nardulli, Ray, Carothers, Martinez

W. Chicago Avenue (both sides) (26th, 27th, 28th and 31st Wards, between a point 160 feet east and respectively) west of N. Ashland Avenue;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. California Avenue;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. Damen Avenue;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. Homan Avenue;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. Kedzie Avenue;

W. Chicago Avenue (both sides) between a point 160 feet west of N. Milwaukee Avenue to a point 160 feet east of N. Ogden Avenue;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. Pulaski Road;

W. Chicago Avenue (both sides) between a point 90 feet east and west of N. Sacramento Boulevard;

W. Chicago Avenue (both sides) between a point 160 feet east and west of N. Western Avenue;

Mell (33rd Ward)

N. Albany Avenue, at No. 1905 (except for handicapped);

Cullerton (38th Ward)

W. Cuyler Avenue, at No. 6341 (except for handicapped);

Laurino (39th Ward)

Alongside of No. 6445 N. Central Avenue on the south side of W. Tahoma Avenue;

Laurino for Rittenberg (40th Ward)

N. Manor Avenue (east side) from the Ravenswood "L" tracks north to W. Lawrence Avenue;

N. Western Avenue, at No. 4708;

*Aldermen**Location and Distance*

Natarus (42nd Ward)

N. LaSalle Street, at No. 1300;

N. LaSalle and W. Goethe Streets, northwest and southwest corners;

Schulter (47th Ward)

N. Oakley Avenue, at No. 4055 (except for handicapped);

W. Newport Avenue, at No. 1947.

*Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING
OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED
LOCATIONS.*

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

*Aldermen**Location, Distance and Time*

Lipinski (23rd Ward)

W. 43rd Street (south side) from S. Komensky Avenue to the first alley west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;

Laurino (39th Ward)

N. Manor Avenue (east side) from W. Lawrence to W. Eastwood Avenues --7:00 A.M. to 7:00 P.M. -- Monday through Friday.

*Referred--PROPOSED ORDINANCE TO DISCONTINUE PARKING PROHIBITION
ON PORTION OF N. KILDARE AV.*

Alderman Hagopian (30th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles in handicapped parking areas on the east side of N. Kildare Avenue at No. 1927; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--PROPOSED ORDINANCE TO DISCONTINUE PARKING PROHIBITION
DURING RUSH HOURS ON PORTIONS OF DESIGNATED STREETS.*

Aldermen Nardulli, Ray, Carothers and Martinez (26th, 27th, 28th and 31st Wards, respectively) presented a proposed ordinance to discontinue the prohibition on the parking of vehicles during rush hours on portions of specified streets; which was *Referred to the Committee on Traffic Control and Safety*, as follows:

*Location**Time and Distance*

W. Chicago Avenue (south side)

From a point 200 feet east to a point 200 feet west of N. Sacramento Avenue -- 7:00 A.M. to 9:00 A.M.;

W. Chicago Avenue (south side)

From a point 200 feet east to a point 200 feet west of N. Kedzie Avenue --7:00 A.M. to 9:00 A.M.;

<i>Location</i>	<i>Time and Distance</i>
W. Chicago Avenue (south side)	From a point 200 feet east to a point 200 feet west of N. Homan Avenue --7:00 A.M. to 9:00 A.M.;
W. Chicago Avenue	From a point 200 feet east to a point 200 feet west of N. Central Park Avenue -- (south side) 7:00 A.M. to 9:00 A.M., (north side) 4:00 P.M. to 6:00 P.M.;
W. Chicago Avenue	From a point 200 feet east to a point 200 feet west of N. Hamlin Avenue --(south side) 7:00 A.M. to 9:00 A.M., (north side) 4:00 P.M. to 6:00 P.M.;
W. Chicago Avenue	From a point 200 feet east to a point 200 feet west of N. Pulaski Road --(south side) 7:00 A.M. to 9:00 A.M., (north side) 4:00 P.M. to 6:00 P.M.;
W. Chicago Avenue	From a point 200 feet east to a point 200 feet west of N. Keeler Avenue --(south side) 7:00 A.M. to 9:00 A.M., (north side) 4:00 P.M. to 6:00 P.M.

*Referred--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES
ON PORTION OF W. EVERGREEN AV.*

Alderman Martinez (31st Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on W. Evergreen Avenue in the 3300 block; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDER TO ESTABLISH TOW AWAY ZONE.

Alderman Axelrod (46th Ward) presented a proposed order to establish a "Tow Away Zone" on the south side of W. Brompton Place from a point 220 feet west of N. Lake Shore Drive to a point 45 feet west thereof; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC CONTROL SIGNALS.*

The aldermen named below presented proposed orders for the installation of automatic traffic-control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location of Signals</i>
Sheahan (19th Ward)	W. 109th Street and S. Kedzie Avenue;
Laurino (for Rittenberg, 40th Ward)	W. Ardmore Avenue and N. Western Avenue.

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>
Madrzyk (13th Ward)	W. 64th Street (east of Grand Trunk RR tracks) at S. Central Park Avenue--"Stop";
Kellam (18th Ward)	W. 86th Street and S. Laflin Street--"Stop"; W. 82nd Street at S. Maplewood Avenue--"Stop";
Stemberk (22nd Ward)	W. 28th Street and S. Karlov Avenue--"4-Way Stop"; W. 24th Street and S. Millard Avenue--"3-Way Stop"; W. 23rd Street and S. Troy Avenue--"3-Way Stop"; W. 24th Street and S. Troy Avenue--"3-Way Stop";
Lipinski (23rd Ward)	W. 53rd Place and S. Lockwood Avenue--"Stop"; W. 60th Street and S. Meade Avenue--"Stop"; W. 60th Street and S. Melvina Avenue--"Stop";
Marzullo (25th Ward)	W. 25th Street and S. Rockwell Street--"4-Way Stop";
Martinez (31st Ward)	W. Cortez Street and N. Francisco Avenue--"Stop"; W. Thomas Street and N. Francisco Avenue--"Stop"; N. Richmond Street and W. Cortez Avenue--"Stop"; W. Thomas Street and N. Karlov Avenue--"Stop"; W. Thomas Street and N. Keystone Avenue--"Stop"; W. Thomas Street and N. Richmond Street--"Stop";
Mell (33rd Ward)	W. Berteau Avenue and N. Monticello Avenue--"Stop"; W. Grace Street and N. Richmond Street--"Stop";
Damato (37th Ward)	W. Thomas Street and N. Leclaire Avenue--"Stop";
Cullerton (38th Ward)	W. Hutchinson Avenue and N. Long Avenue--"4-Way Stop"; W. Patterson Avenue and N. Melvina Avenue--"3-Way Stop";

Laurino (39th Ward)	N. Central Park Avenue and W. Argyle Street-- --"4-Way Stop";
Laurino (for Rittenberg 40th Ward)	N. Manor Avenue and W. Sunnyside Avenue-- --"Stop";
	W. Thorndale Avenue, stopping north and west traffic--"Stop";
Clewis (45th Ward)	W. Carmen Avenue and N. Mont Clare Avenue-- --"4-Way Stop."

Referred--PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Huels (11th Ward)	S. Paulina Street from S. Archer Avenue to W. 35th Street;
Sheahan (19th Ward)	S. Central Park Avenue between W. 111th Street and W. 115th Street;
	W. 112th Place between S. Central Park Avenue and S. Hamlin Avenue.

2. ZONING ORDINANCE AMENDMENT.

Alderman Merlo (44th Ward) presented a proposed ordinance to amend the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as an M1-2 Restricted Manufacturing District, instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

the alley next north of W. George Street; the alley next west of N. Racine Avenue; the alley next south of W. George Street; a line 96.75 feet west of the alley next west of N. Racine Avenue; W. George Street; and a line 75 feet west of the alley next west of N. Racine Avenue.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Sheahan (19th Ward)	Mr. Hanson
Nardulli (26th Ward)	Patrick Graham, John Obrochta, Karol Walowski, Irvin Wiczorek
Rittenberg (40th Ward)	Bonnie Benson.

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 SAWYER (6th Ward):

*Referred--*PROPOSED ORDINANCE TO APPROVE PLAT OF
DEDICATION ON PORTION OF SPECIFIED STREET.

A proposed ordinance to approve a Plat of Dedication of the south one half (33 feet) of E. 85th Street between a line approximately 500 feet east of S. St. Lawrence Avenue and a line approximately 200 feet east thereof.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented for

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCES TO AMEND CHAPTER 194A OF
MUNICIPAL CODE (CHICAGO ZONING ORDINANCE)
CONCERNING FAMILY ENTERTAINMENT
CENTERS.

Two proposed ordinances, presented by Alderman Roti, to amend Chapter 194A of the Municipal Code of the City of Chicago (known as the Chicago Zoning Ordinance), which were *Referred to the Committee on Buildings and Zoning*, as follows:

Article 3.2 -- to add a new paragraph which defines a "family entertainment center";

Article 8.3-4 -- to establish a "family entertainment center" as a use permitted in the B4-1 to B4-5 Districts inclusive.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 104.2, SECTION 9.1,
OF MUNICIPAL CODE CONCERNING FAMILY
ENTERTAINMENT CENTERS.

Also a proposed ordinance, presented by Alderman Roti, to amend Chapter 104.2 of the Municipal Code of the City of Chicago, Section 9.1, excluding the applicability of this section to a "family entertainment center" (as defined in the Chicago Zoning Ordinance). -- *Referred to the Committee on License.*

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Also three proposed ordinances, presented by Alderman Roti, for grants of privilege in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Continental Cablevision of Cook County, Illinois and Illinois Bell Telephone and Commonwealth Edison Company -- to construct and maintain a proposed trunk cable along the south line of Foster Avenue right of way and the Des Plaines Avenue right of way in Sections 9 and 10, Township 40 North, Range 12 East, but not to construct, maintain or operate a cable television system or to provide cable television services within the City of Chicago;

Continental Cablevision of Cook County, Illinois and Illinois Bell Telephone Company and Commonwealth Edison Company -- to construct and maintain aerial cables on and attached to existing poles owned by said companies, but not to construct, maintain or operate a cable television system or to provide cable television services within the City of Chicago;

Alburn, Inc. -- to maintain and use that portion of S. Luella Avenue between E. 119th Street and E. 120th Street for the purpose of parking uses, storage uses, and other uses related to grantee's liquid waste incinerator business.

Presented by

ALDERMAN HUELS (11th Ward):

Referred--PROPOSED ORDER TO MEMORIALIZE C.T.A. TO ESTABLISH
BUS PASSENGER SHELTER AT SPECIFIED
LOCATION.

A proposed order to memorialize the Chicago Transit Authority to establish a bus passenger shelter on the southwest corner of W. 35th Street and S. Wentworth Avenue. -- *Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN BURKE (14th Ward):

Congratulations Extended to Mr. Gene Carroll and Family on
Occasion of His 80th Birthday.

A proposed resolution reading as follows:

WHEREAS, Gene Carroll was born in Chicago on Thanksgiving Day on November 28, 1902; and

WHEREAS, Over a hundred friends and relatives will join him on this festive occasion in celebrating his 80th birthday at the Drake Hotel on December 3, 1982; and

WHEREAS, Gene Carroll and his lovely wife Eunice (McNulty) have a legion of friends and admirers; and

WHEREAS, Gene Carroll has always been a respected citizen of Chicago and a supporter of numerous charitable organizations for over a half century; and

WHEREAS, Mr. Carroll currently operates Carroll's Funeral Home, a family-owned business begun by his great-grandfather, at Clark and Ravenswood in Chicago; and

WHEREAS, Mr. Carroll moved the family business to the Robert McCormick Mansion at Wabash and Erie in the 1940's where it remains today one of Chicago's most respected family-owned funeral homes; now, therefore,

Be It Resolved, The Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 1st day of December, 1982, do hereby offer our heartiest congratulations to Gene Carroll and his family on the occasion of his 80th birthday and extend our best wishes for many more years of health and happiness as well as our admiration for his numerous contributions and selfless service to the people of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gene Carroll.

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*.

Presented by

ALDERMAN BURKE (14th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE
BY ESTABLISHING NEW CHAPTER 187.1 TO BE KNOWN AS
CITIZENS UTILITY BOARD.

A proposed ordinance presented by Aldermen Burke and Madrzyk, to amend the Municipal Code of the City of Chicago by establishing an entirely new Chapter 187.1 which is to be known as the Citizens Utility Board.--*Referred to the Committee on Finance*.

"Peoples Gas Company Building" at No. 122 S. Michigan Av.
Designated as Chicago Landmark.

Also a proposed resolution, presented by Aldermen Burke and Stone, reading as follows:

WHEREAS, The City of Chicago through its Commission on Chicago Historical and Architectural Landmarks has, in the past and is presently studying many of the structures on Michigan Avenue for designation as Chicago Landmarks; and

WHEREAS, It should be called to the attention of the Commission that a distinctive and distinguished building constructed in 1910-1911 by the world famous D. H. Burnham and Company exists at the corner of Michigan and Adams at the street address of No. 122 South Michigan Avenue, commonly known as the Peoples Gas Company Building; and

WHEREAS, In describing this building, Carl Condit in his book 'Chicago 1910-1929', said "richly clad and overwhelmingly dominated at the base by a row of immense monolithic granite columns, its distinguishing feature then becomes its structural system where the exterior walls on Michigan and Adams are carried on huge cantilever girders at the second floor in order to free the highly polished columns from wall and floor load above them", which description highlights the distinguished structure; and

WHEREAS, It is desirable to call the attention of the Commission on Chicago Historical and Architectural Landmarks to the structure; now, therefore,

Be It Resolved, That the City Council of the City of Chicago this first day of December, 1982, forward a copy of this resolution to the Commission on Chicago Historical and Architectural Landmarks, and request that they immediately commence procedure for designation of the Peoples Gas Building on Michigan and Adams.

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

On motion of Alderman Stone the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN KELLAM (18th Ward) and OTHERS:

**Congressional Efforts Urged to Ban Use of Plastic and Rubber
Bullets as Used by British Security Forces in Northern
Ireland.**

A proposed resolution, presented by Aldermen Kellam, Burke and Sheahan, reading as follows:

WHEREAS, The use of plastic and rubber bullets for riot control purposes in Northern Ireland have caused death and serious injury to hundreds of Irish civilians in non-riot situations; and

WHEREAS, During the period from 1970 to 1980, a total number of 42,669 plastic bullets and 55,834 rubber bullets have been fired at civilians. The plastic bullet is a solid cylindrical projectile, three and one-half inches long and one and one-half inches in diameter, weighing nearly five ounces. It is fired from a gun with a muzzle velocity of 160 miles per hour; and

WHEREAS, In 1981 alone, seven persons have died from these bullets, five of them under fifteen years of age, and in this same year over 160 serious injuries have occurred, including loss of eyes, disfigurement requiring plastic surgery, and multiple fractures; and

WHEREAS, The British Security Forces in Northern Ireland maintain a double standard wherein plastic bullets are not fired in Loyalist (Protestant) areas, but reserved for the Nationalist (Catholic) population. As one Belfast resident stated, "The penalty for ten-year olds throwing stones at heavily armoured vehicles should be a clip on the ear, not death"; and

WHEREAS, The European Parliament on May 13, 1982, voted overwhelmingly to ban the use of plastic bullets in Common Market Nations; and, the International Tribunal of Inquiry convened by the Association of Legal Justice in Belfast concluded in August 1981 that the plastic bullet was a lethal weapon. British Home Secretary William Whitelaw, when questioned specifically about possible use of plastic bullets of control riots in Liverpool and Manchester in 1981, responded, "I would deeply regret that introduction because they are lethal"; and

WHEREAS, New York Congressman Mario Biaggi, Chairman of the 128-Member Ad Hoc Committee on Irish Affairs, and Senator Edward M. Kennedy (Mass.) have introduced measures in both the House (HR-356) and the Senate calling for an outlaw on the use of plastic bullets by British Security Forces in Northern Ireland; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council assembled in a meeting this 1st day of December, 1982, endorse the Congressional efforts being taken to ban the plastic bullet; and

Be It Further Resolved, That the Chicago City Council request the United States State Department to urge our British allies to stop murdering innocent Irish children through indiscriminate continued use of these projectiles.

Alderman Kellam 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 Kellam, seconded by Alderman Burke, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

**Congratulations and Gratitude to Charles L. LaFontaine on Occasion
of His Retirement from Public Service.**

A proposed resolution reading as follows:

WHEREAS, Charles L. LaFontaine will retire December 31, 1982, after more than 46 years service with Commonwealth Edison Co.; and

WHEREAS, For nearly 14 years Charles L. LaFontaine has worked closely with members of our great City Council on matters concerning individual wards; and

WHEREAS, Charles L. LaFontaine started with the Public Service Company September 4, 1936, in the Oak Park Engineering Office, transferring to Chicago General Office in April, 1947, and continuing to work in engineering offices throughout the area; and

WHEREAS, Charles L. LaFontaine has also served with distinction in the military, during World War II attaining the rank of M/Sergeant in the 9th Air Force Service Command. He was awarded the Bronze Star at that time for meritorious service beyond the call of duty during the Battle of the Bulge; and

WHEREAS, More recently Charles L. LaFontaine has served on the Executive Committee of the Board of Underground of Public Utilities of the City of Chicago; and

WHEREAS, Charles L. LaFontaine's sterling contributions to the City Council and the citizens of the City of Chicago have been a source of pride and accomplishments to several administrations of our great City; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 1st day of December, 1982, do hereby offer our gratitude and our congratulations to Charles L. LaFontaine on his imminent retirement from public service, as well as our best wishes to this great citizen for a happy, healthful and prosperous future.

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles L. LaFontaine.

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

On motion of Alderman Sheahan the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN RAY (27th Ward):

**Presidential Towers Housing Revenue Bonds (FHA Insured
Mortgage) Execution Date Extended.**

A proposed ordinance reading as follows:

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

SECTION 1. The ordinance authorizing the issuance of Presidential Towers Housing Revenue Bonds (FHA Insured Mortgage) in an amount not to exceed \$170,000,000.00, adopted on December 19, 1980, as amended on June 30, 1982 (C. J. p. 11329) is hereby further amended by deleting the words "The Bond Purchase Agreement shall be extended before December 31, 1982" as they appear in lines 10 and 11 of Section 3 of said ordinance and inserting in lieu thereof the words "The Bond Purchase Agreement shall be executed before March 15, 1983."

SECTION 2. This ordinance shall be in full force and effect upon its adoption and approval.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Damato, Cullerton, Laurino, Natarus, Merlo, Clewis, Schuler, Stone--39.

Nays--Aldermen Bloom, Pucinski, Oberman, Volini, Orr--5.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDER TO MEMORIALIZE C.T.A. TO
ESTABLISH BUS PASSENGER SHELTER AT SPECIFIED
LOCATION.

A proposed order to memorialize the Chicago Transit Authority to establish a bus passenger shelter in front of No. 3801 W. Peterson Avenue.--*Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Three proposed orders for permits to install signs/signboards for Outdoor Media, Inc. for each of the specified locations listed below, which were *Referred to the Committee on Buildings and Zoning*, as follows:

No. 754 N. Clark Street;

No. 1130 S. State Street;

No. 1160 N. State Street.

Presented by

ALDERMAN ORR (49th Ward) and ALDERMAN FROST (34th Ward):

Social Security System and Its Recipients Urged to be
Protected from Benefit Reductions or Budget Cuts.

A proposed resolution reading as follows:

WHEREAS, The Social Security System has been a contract between the American Government and the American People for the past 47 years; and

WHEREAS, The Social Security System benefits over 36 million persons, primarily in the forms of retirement income, health maintenance assistance, and disability insurance; and

WHEREAS, Over 150 million persons are affected by the Social Security System by either paying for the system or receiving benefits from the system; and

WHEREAS, Any reduction in Social Security benefits could plunge as many as one million recipients into poverty; and

WHEREAS, It appears the Reagan Administration has seriously considered reducing future Social Security benefits; and

WHEREAS, The president has appointed the bi-partisan National Commission on Social Security Reform to study all options which will strengthen the system's financial position and has also instructed the Commission to report to him by December 31 of 1982; and

WHEREAS, The Commission report should be thoroughly examined before any solutions are offered, addressing the complex Social Security System's funding problems; and

WHEREAS, Senator Robert Dole, among other Congressional leaders, has called for a special session of Congress after the November elections to solve the Social Security System's financial problems, possibly through a combination of increased payroll taxes and benefit reductions; now, therefore,

Be It Resolved, That the Members of the City Council of the City of Chicago do strongly urge the present United States Congress to refrain from any post-election session regarding the Social Security issue; and

Be It Further Resolved, That the Members of the City Council of the City of Chicago do hereby recommend that the present Congress allow the next Congress to consider the Social Security issue inasmuch as they will be fully accountable to their constituents for any decisions made; and

Be It Further Resolved, That the Members of the City Council of the City of Chicago do hereby recommend that the incoming Congress fully support the Social Security System and protect it from benefit reductions or budget cuts; and

Be It Finally Resolved, That the Members of the City Council of the City of Chicago call upon the Senators and Representatives of the State of Illinois to use every means at their command to enforce this resolution.

Alderman Orr 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 Orr, the foregoing proposed resolution was *Adopted*.

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 ALDERMAN BARNETT (2nd Ward):

Illinois College of Optometry, No. 3241 S. Michigan Avenue--construction of a library.

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital, No. 645 S. Central Avenue--remodeling of hospital emergency room.

License Fee Exemptions:

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan.

BY ALDERMAN NATARUS (42nd Ward):

The Three Arts Club of Chicago, No. 1300 N. Dearborn Parkway.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, No. 5801 S. Ellis Avenue--building inspections (2).

BY ALDERMAN SHAW (9th Ward):

111th Street Y.M.C.A., No. 4 E. 111th Street--sign and boiler inspections (2).

BY ALDERMAN MELL (33rd Ward):

Mrs. June Frase/Kedvale Terrace Condo, No. 4335 N. Kedvale Avenue--driveway maintenance and driveway inspection.

The Lutheran Day Nursery, Nos. 1802-1808 N. Fairfield Avenue--building inspection.

BY ALDERMAN DAMATO (37th Ward):

Saint Anne's Hospital, No. 4950 W. Thomas Street--boiler and fuel burning equipment, elevator and escalator, mechanical ventilation and sign inspections (4).

BY ALDERMAN STONE for ALDERMAN RITTENBERG (40th Ward):

St. Demetrios Church, No. 2727 W. Winona Avenue--fuel burning equipment and mechanical ventilation inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Saint Joseph Hospital, No. 2900 N. Lake Shore Drive--building inspection.

Saint Joseph Nursing School, No. 2930 N. Lake Shore Drive--elevator inspection.

Chicago School for Retarded and Workshop Rehabilitation, No. 2032 N. Clybourn Avenue--boiler, building and elevator inspections (3).

Water Rate Exemption:

BY ALDERMAN ROTI (1st Ward):

Gads Hill Center, No. 737 W. 18th Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 23, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, November 23, 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.

NONE.

MISCELLANEOUS BUSINESS.

*Motion to Discharge Committee Tabled--*ON PROPOSED ORDINANCE TO
AMEND CHAPTER 25.1 OF MUNICIPAL CODE REQUIRING PUBLIC
NOTICE OF POSITIONS AVAILABLE IN THE
DEPARTMENTAL EMPLOYMENT SERVICE.

Alderman Bloom presented the following motion:

Pursuant to Rule 41 of the Rules of Order of the City Council of the City of Chicago, I move to discharge the Committee on Police, Fire, Personnel and Municipal Institutions from giving further consideration to the ordinance introduced March 2, 1982, adding new Sections 25.1-16 and 25.1-17 requiring public notice of positions available in the Departmental Employment Service.

Alderman Barnett moved to *Lay the foregoing proposed motion on the Table*. The motion *Prevailed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Shaw, Majerczyk, Burke, Brady, Barden, Kellam, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Merlo, Clewis, Axelrod, Schulter, Stone--32.

*Nays--*Aldermen Bloom, Humes, Huels, Sheahan, Davis, Natarus, Oberman, Volini, Orr--9.

*Motion to Discharge Committee Tabled--*ON PROPOSED ORDINANCE TO
AMEND CHAPTER 11 OF MUNICIPAL CODE CONCERNING
DEPARTMENT OF POLICE.

Alderman Bloom presented the following motion:

Pursuant to Rule 41 of the Rules of Order of the City Council of the City of Chicago, I move to discharge the Committee on Police, Fire, Personnel and Municipal Institutions from giving further consideration to the ordinance introduced March 19, 1982, amending Section 11-40 to prohibit close relatives of police officers from evaluating or judging the merits of any complaint of misconduct by officers and members of the Department of Police.

Alderman Natarus moved to *Lay the foregoing proposed motion on the Table*. The motion *Prevailed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Shaw, Huels, Majerczyk, Burke, Brady, Barden, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--36.

*Nays--*Aldermen Bloom, Humes, Davis, Oberman, Volini, Orr--6.

*Motion to Discharge Committee Tabled--*ON PROPOSED ORDINANCE TO
AMEND CHAPTER 187 OF MUNICIPAL CODE CONCERNING
NATURAL GAS SERVICE COMPANIES.

Alderman Burke presented the following motion:

Pursuant to Rule 41, I move to discharge the Committee on Finance and the Committee on Public Utilities from further consideration of an ordinance submitted on March 2, 1982, appearing on page 9805 of the Journal of the Proceedings of said date.

Alderman Frost moved to *Lay the foregoing proposed motion on the Table*. The motion *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Kelley, Sherman, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino--23.

Nays--Aldermen Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Sheahan, Stemberk, Lipinski, Martinez, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--21.

Referred--MAYOR'S APPOINTMENT OF LEON JACKSON AS MEMBER
OF BOARD OF EDUCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 1, 1982.

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

LADIES AND GENTLEMEN--I have appointed Leon Jackson as a member of the Board of Education for a term ending April 30, 1983.

Your approval of this appointment is respectfully requested.

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

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 Wednesday, the first (1st) day of December, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eighth (8th) day of December, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 8, 1982 at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.