

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Wednesday, December 15, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--None.

Call to Order.

On Wednesday, December 15, 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, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Quorum Present.

Invocation.

Father Henry Blaski, Principal of Gordon Technical High School, opened the meeting with prayer.

**Percy L. Julian High School Football Team Runner-Up in
Mayor's 1982 Prep Bowl.**

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

WHEREAS, The Percy L. Julian High School football team was the runner-up in the Mayor's 1982 Prep Bowl; and

WHEREAS, The Julian "Jaguars" hold the title of 1982 Chicago Public League Playoff Champions; and

WHEREAS, The Julian team compiled an outstanding record of 10 wins, 4 losses, and no ties in 1982; and

WHEREAS, The "Jaguars" won the Public League Playoff Championships in 1979 and 1980; and

WHEREAS, The Julian team won the Prep Bowl in 1979; and

WHEREAS, Coach J. W. Smith has shown great ability by consistently producing winning teams which have been the model of teamwork and sportsmanship; and

WHEREAS, Carl Boyd, a junior running back on the Jaguar team, was named this year to the Sun-Times All State football team; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 15th day of December, 1982, extend to Percy L. Julian High School football team, their coach, their principal and staff our heartiest congratulations for being runner-up in the Mayor's Prep Bowl and for winning the Chicago Public League playoffs in 1982; and

Be It Further Resolved That a suitable copy of this resolution be prepared and forwarded to the Percy L. Julian High School football team.

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

On motion of Alderman Frost (seconded by Aldermen Shaw, Sherman and Humes) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the members of the Percy L. Julian High School football team. Principal Edward H. Oliver and Coach J. W. Smith both expressed their appreciation of the honor accorded to the school. The coach of the Pom Pom Girls and Cheerleaders was introduced, as were the Pom Pom Girls and Cheerleaders who were in the audience. All State Champion Carl Boyd then thanked the girls for their support of the team. The participants were warmly applauded by all the Members of the City Council and guests assembled.

**Gordon Technical High School Football Team Winners of the
Mayor's 1982 Prep Bowl.**

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

WHEREAS, The Gordon Technical High School football team was the winner of the Mayor's 1982 Prep Bowl; and

WHEREAS, The Gordon Tech "Rams" are the Chicago Catholic League 1982 playoff champions; and

WHEREAS, The Gordon Tech team was the Catholic League North Section co-champion in 1981; and

WHEREAS, The Rams were the Illinois State Class 6A champions in 1980; and

WHEREAS, Two of the team's many outstanding players, Paul Franklin, and Howie Infante, were named Most Valuable Players by their coaches; and

WHEREAS, Rams players Bob Nole, Chuck Staff, Jim Tianis, and John Valenziano, were honored by their coaches; and

WHEREAS, Fullback Jim McDonough was named Most Valuable Player in the Mayor's Prep Bowl; and

WHEREAS, Ram Coach Tom Winiecki coached his 100th career victory during the 1982 Mayor's Prep Bowl; and

WHEREAS, The Gordon Tech Rams have instilled a sense of pride, dedication and loyalty in their community, qualities that are represented in their student body; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 15th day of December, 1982, extend to the Gordon Technical High School football team our heartiest congratulations for winning the 1982 Prep Bowl and the Catholic League championship; and

Be It Further Resolved That a suitable copy of this resolution be prepared and forwarded to the Gordon Technical High School football team.

Alderman Mell 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 Mell (seconded by Aldermen Gabinski, Clewis and Schulter) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Gordon Technical High School football team. Father Henry Blaski, Principal, expressed his gratitude for the honor accorded the team and school. He then presented to the Mayor a check for \$500.00 for the Sav-A-Cop Fund. Coach Tom Winiecki and the Team Captain also expressed their thanks to the City Council and the Mayor was then presented with a "Rams" t-shirt. The participants were enthusiastically applauded by the Members of the City Council and assembled guests.

RECESS TAKEN.

Alderman Frost moved that the City Council *do Recess* for the purpose of holding a public hearing on the Board of Education Pension Contribution Liability Tax Levy as per the following public notice published December 8, 1982, in all editions of the Chicago Law Bulletin, a publication having a general circulation throughout the City of Chicago.

The motion *Prevailed* by a viva voce vote and the City Council *Stood in Recess*.

Said public notice reads as follows:

CITY COUNCIL OF THE CITY OF CHICAGO

The amount of property taxes, exclusive of election costs, which have previously been levied by the City Council of the City of Chicago (the "Council") pursuant to the demand and direction of the Board of Education of the City of Chicago (the "Board") for the Board's 1983 fiscal year is \$435,320,715. As previously set forth by the City Council in a prior published notice, this amount constitutes an increase of 5.3% over the amount of property taxes extended or estimated to be extended on behalf of the Board for its 1982 fiscal year, which amount is \$413,403,550.

In addition to the \$435,320,715 of property taxes previously levied for the Board's 1983 fiscal year, the Board has proposed that there be levied for its 1983 fiscal year a pension contribution liability tax in an amount not to exceed \$29,000,000 (plus an amount not to exceed \$1,210,000 to be included to cover loss and cost of collections, deferred collections and abatements of such tax). With the inclusion of the pension contribution liability tax levy, the percentage increase of the Board's 1983 fiscal year levy over its 1982 fiscal year levy will be 12.6%.

The date, time and place of the public hearing concerning this proposed pension contribution liability tax levy is December 15, 1982 at 10:30 A.M. in the City Council Chamber, Second Floor, 121 North LaSalle Street, Chicago, Illinois. This notice shall serve as a notice of intent on the part of the City Council to cause such a levy to be adopted. Any person desiring to be heard shall have an opportunity to present testimony at the public hearing.

December 8, 1982

WALTER S. KOZUBOWSKI,
*City Clerk of the City
of Chicago.*

PUBLIC HEARING ON BOARD OF EDUCATION PENSION CONTRIBUTION
LIABILITY TAX LEVY.

The City Council then re-convened to hold a public hearing on the Board of Education Pension Contribution Liability Tax Levy.

The Clerk read the following letter from Joseph L. Mahran, Superintendent for Finance, Board of Education:

BOARD OF EDUCATION
CITY OF CHICAGO

December 15, 1982.

*Honorable Wilson Frost
Chairman, Finance Committee
Chicago City Council
121 North LaSalle Street
Chicago, Illinois 60602*

DEAR CHAIRMAN FROST--Per your request, I have prepared the following statement to be read at the Public Hearing of the City Council on the proposed pension contribution liability tax levy for the Chicago Board of Education for fiscal 1982-1983.

PENSION CONTRIBUTION LIABILITY TAX LEVY
FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
FOR FISCAL YEAR 1983

The proposed pension contribution liability tax levy for the Chicago Board of Education for its 1982-1983 fiscal year is \$29,000,000 (plus an amount equal to \$1,208,334 to be included to cover loss and cost of collections, deferred collections and abatements of such tax). This tax will be levied for the purpose of providing a portion of the pension contributions which the Board has determined to make on behalf of its employees for its current school year to the Municipal Employees' and Public School Teachers' Pension Funds. The levy of this tax will not result in any overall increase in taxes extended for collection in the City of Chicago in 1983 as there will be corresponding abatements of taxes levied by the Board and the Chicago School Finance Authority totaling \$29,000,000. Furthermore, the pension contribution liability tax is a "one-time" tax -- pursuant to Public Act 82-1020 it can only be levied by the City Council on or before December 31, 1982 and only for the Board's current fiscal year.

Sincerely,
(Signed) JOSEPH L. MAHRAN
*Superintendent for Finance
and Administration.*

The Chair then asked twice for witnesses who wished to speak at the public hearing.

Alderman Frost then stated that if there were no witnesses who wished to be heard, this Public Hearing on the Board of Education Pension Contribution Liability Tax Levy was concluded.

Thereupon, on motion of Alderman Frost the Public Hearing on the Board of Education Pension Contribution Liability Tax Levy was *Adjourned* by a viva voce vote.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 12 OF MUNICIPAL
CODE BY ADDITION OF NEW SECTION 12-17.1 CONCERNING
THE CHICAGO FIRE DEPARTMENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Fire Commissioner, I transmit herewith an ordinance amending Chapter 12 of the Municipal Code of Chicago, dealing with the Fire Department, by adding a new Section 12-17.1. This amendment would require each firefighter to complete a basic course approved by the Illinois State Fire Marshal and pass the Illinois test for certification at the basic level within such firefighter's probationary period, as required by Illinois law for continued funding for firefighter training.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*THREE PROPOSED ORDINANCES AMENDING CHAPTERS 14, 32
AND 99 OF MUNICIPAL CODE CONCERNING OPERATIONS OF THE
BUREAU OF FORESTRY.

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 15, 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 Streets and Sanitation, I transmit herewith three ordinances amending Chapters 14, 32 and 99 of the Municipal Code of Chicago concerning the operations of the Bureau of Forestry.

Your favorable consideration of these ordinances will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27
OF MUNICIPAL CODE TRANSFERRING CERTAIN FUNCTIONS
FROM DEPT. OF STREETS AND SANITATION TO DEPT.
OF PUBLIC WORKS.

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 15, 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 Public Works, I transmit herewith an ordinance amending Chapter 27 of the Municipal Code of Chicago, transferring certain functions from the Department of Streets and Sanitation to the Department of Public Works.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 31
OF MUNICIPAL CODE RELATING TO PUBLIC SEWER SYSTEM.

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 15, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Sewers, I transmit herewith an ordinance amending Chapter 31 of the Municipal Code of Chicago, relating to the public sewer system.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION
OF AN AGREEMENT BETWEEN M & R GAMES, INC. AND CITY
FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

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

December 15, 1982

COMMUNICATIONS, ETC.

14007

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 15, 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 Aviation, I transmit herewith an ordinance authorizing execution of an agreement between M & R Games, Inc., and the City of Chicago for certain premises at Chicago-O'Hare International Airport.

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 PROJECT BY NATION
ENTERPRISE, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 15, 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 \$600,000 for the construction of a project by Nation Enterprise, Inc.

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:

"JACK BRICKHOUSE DAY IN CHICAGO":
December 8, 1982;

"BLACK McDONALD'S OPERATORS' ASSOCIATION DAY IN CHICAGO":
December 10, 1982;

"DRUNK AND DRUGGED AWARENESS WEEK":
Week of December 12, 1982;

"MASADA OF THE ZOC CHANUKAH TORCH RELAY AND THE ZOC CHANUKAH FESTIVAL DAY":
December 12, 1982;

"HOLIDAY PROJECT WEEK IN CHICAGO":
December 19 - 25, 1982;

"UNITED NEGRO COLLEGE FUND DAY IN CHICAGO":
December 26, 1982;

"SOCIETY OF ST. VINCENT DE PAUL DAY IN CHICAGO":
December 31, 1982;

"UNITED CEREBRAL PALSY WEEK"
January 16-23, 1983;

"ENGINEERS WEEK IN CHICAGO":
February 20-26, 1983;

"PAUL ROBESON DAY IN CHICAGO":
April 9, 1983.

Oath of Office.

Also the oath of office of Mr. Erwin Frances as a Member of the Chicago Plan Commission; filed on December 9, 1982.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Amoco Pipeline Company: Acceptance and bond under an ordinance passed on October 6, 1982 (private pipeline); filed on December 8, 1982;

Catholic Bishop of Chicago: Acceptance and bond under an ordinance passed on October 6, 1982 (pipes); filed on December 12, 1982;

Chicago Title & Trust Company, U/T No. 1070932: Acceptance and bond under an ordinance passed on October 6, 1982 (vaults); filed on December 10, 1982;

James R. Lowenstine: Acceptance and bond under an ordinance passed on September 15, 1982 (stairwell, etc.); filed on December 13, 1982;

Stock Yards Packing Company, Inc.: Acceptance and bond under an ordinance passed on September 15, 1982 (inspection manhole); filed on December 8, 1982;

Streeterville Corporation: Acceptance and bond under an ordinance passed on September 15, 1982 (bay windows, etc.); filed on December 9, 1982.

*Statement of Results of Canvass of Returns of Proposition
Elections in Certain Precincts in Chicago.*

Also a statement of the Canvassing Board, showing the results of the canvass of the returns of the proposition elections held on November 2, 1982, as follows:

<i>Alcoholic Liquor Proposition</i>	<i>Total Vote</i>	
	Yes	No
"Shall the Prohibition of the Sale at Retail Alcoholic Liquor be continued in this 14th Precinct of the 5th Ward of the City of Chicago?"	69	247
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 24th Precinct of the 8th Ward of the City of Chicago?"	127	108
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 27th Precinct of the 8th Ward of the City of Chicago?"	110	63
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in in this 57th Precinct of the 14th Ward of the City of Chicago?"	374	58
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 10th Precinct of the 37th Ward of the City of Chicago?"	143	53
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 11th Precinct of the 37th Ward of the City of Chicago?"	203	35
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 16th Precinct of the 37th Ward of the City of Chicago?"	195	60
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 7th Precinct of the 42nd Ward of the City of Chicago?"	152	71
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 16th Precinct of the 42nd Ward of the City of Chicago?"	363	85
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 29th Precinct of the 42nd Ward of the City of Chicago?"	80	119
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 48th Precinct of the 42nd Ward of the City of Chicago?"	238	70
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 3rd Precinct of the 43rd Ward of the City of Chicago?"	229	64
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 10th Precinct of the 43rd Ward of the City of Chicago?"	161	64
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 18th Precinct of the 43rd Ward of the City of Chicago?"	244	64
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 23rd Precinct of the 43rd Ward of the City of Chicago?"	168	77
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 46th Precinct of the 43rd Ward of the City of Chicago?"	376	91
"Shall the Sale at Retail of Alcoholic Liquor be Prohibited in this 45th Precinct of the 47th Ward of the City of Chicago?"	188	58

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 December 8, 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 December 15, 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 December 8, 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 December 15, 1982.

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

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

Zoning Reclassification of Particular Area.

An application (in triplicate) together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

John Podmajersky--to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-G bounded by

a line 45 feet 2.5/8 inches north of and parallel to W. Dickens Avenue; N. Magnolia Avenue; W. Dickens Avenue; and the alley next west of and parallel to N. Magnolia Avenue.

Claims against City of Chicago.

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

Allstate Ins. Co. (2) Alexis Johnson and Robert Spencer;

The American Road Ins. Co. and Rizza Ford, Ardmore Garage;

Bell Jeff, Buckley Della;

Com B & B;

Economy Fire and Cas. Co. and Linda and Eugene Branda;

J & M Food & Liquor Inc., Jones Geraldine A.;

Kern Genevieve R., Kwiecinski Christopher;

Leroy David;

Metropolitan Ins. Co. and R. Garcia, Montgomery Ward Ins. Co. and Malvin Thomas;

Ohio House Motel;

Pionke Clara;

Saffold Robert W., Sanders Dale, Smith Wyonella;

Terranova Josephine;

Warren Karen D.;

Young Curtis A. Sr.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under dates of December 12 and 13, 1982, which read as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1723 N. Ashland Avenue, which was authorized by ordinance passed September 15, 1982, pages 12151-12152, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 6357-6361 S. Normal Avenue, which was authorized by ordinance passed September 15, 1982, page 12160, Council Journal.

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

The following is a summary of said bids:

No. 1723 N. Ashland Av.

William Segal, 1717 N. Ashland Avenue, Chicago, Illinois 60622: Amount bid \$2,000.00, deposit check \$200.00 (Cashier's check);

Nos. 6357-6361 S. Normal Av.

Mt. Moriah Missionary Baptist Church, 6352 S. Eggleston Avenue, Chicago, Illinois 60621: Amount bid \$5,100.00, deposit check \$510.00 (Cashier's check).

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

Also copies of resolutions adopted by the Chicago Plan Commission on November 18, 1982 and reports of the Department of Planning, City and Community Development approving the following proposals, which were *Placed on File*:

DEPARTMENT OF FINANCE

Vacant City-owned Property Dispositions

Ref. No. 82-177-02	2126 South Halsted Street
Ref. No. 82-178-02	3823 South Indiana Avenue
Ref. No. 82-179-02	3519 South Wabash Avenue
Ref. No. 82-180-02	1331 North Western Avenue
Ref. No. 82-181-02	534 West 61st Street
Ref. No. 82-182-02	1515 West 63rd Street
Ref. No. 82-183-02	1428 East 68th Street
Ref. No. 82-184-02	3755 South Indiana Avenue
Ref. No. 82-185-02	2139 West Washington Boulevard
Ref. No. 82-185-02	4358 South Wentworth Avenue
Ref. No. 82-187-02	829-831 East 42nd Place

DEPARTMENT OF PUBLIC WORKS

Ref. No. 82-193-06
Partial Reconstruction of Michigan Avenue from Washington Boulevard to Monroe Street.

Ref. No. 82-194-06
Intersection Improvement - Addison Street at Elston Avenue and Kedzie Avenue.

DEPARTMENT OF URBAN RENEWAL

Ref. No. 82-188-08

Designation Report for Project 45th-Michigan

Ref. No. 82-189-08

Redevelopment Plan for Project 45th-Michigan

Ref. No. 82-190-08

Amendment No. 1 to the 51st-Vincennes Redevelopment Plan

Ref. No. 82-191-08

Amendment No. 2 to the Englewood Conservation Plan

Ref. No. 82-192-08

Amendment No. 2 to the Lawndale Conservation Plan.

Placed on File--NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX
SIGNATURES OF MAYOR AND CITY COMPTROLLER TO INTERIM NOTES
FOR CHICAGO WATER SYSTEM INTERIM FINANCING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 15, 1982.

NOTICE OF DESIGNATION OF PROXY

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

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 of the Interim Notes which have been issued for the interim financing of the Chicago Water System pursuant to Sections 7-75 through 7-79 of the Municipal Code of Chicago, the Interim Note Financing Agreement approved by the City Council on November 28, 1977, and the amendment to the Agreement approved by the City Council on December 15, 1982 (the "Amendment") and any other instrument, certificate, and documents required to be signed by the Mayor pursuant to the Sections of the Municipal Code, ordinances, the Agreement, and the Amendment referred to above.

Appended hereto is a written signature of my name as the same will appear on such Interim Notes and other instruments, certificates and 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 COMPTROLLER
CITY OF CHICAGO

December 15, 1982.

NOTICE OF DESIGNATION OF PROXY

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

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 of the Interim Notes which have been issued for the interim financing of the Chicago Water System pursuant to Sections 7-75 through 7-79 of the Municipal Code of Chicago, the Interim Note Financing Agreement approved by the City Council on November 28, 1977, and the amendment to the Agreement approved by the City Council on December 15, 1982 (the "Amendment") and any other instrument, certificate, and documents required to be signed by the Mayor pursuant to the Sections of the Municipal Code, ordinances, the Agreement, and the Amendment referred to above.

Appended hereto is a written signature of my name as the same will appear on such Interim Notes and other instruments, certificates and 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.

Board of Education Pension Contribution Liability Tax Levy
Authorized for the Fiscal Year 1983.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a Pension Contribution Liability Tax Levy for fiscal year 1983 beginning September 1, 1982 and ending August 31, 1983 in the amount of \$30,208,334.00.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Laurino, Natarus, Oberman, Merlo, Axelrod, Schulter, Volini, Orr,--40.

Nays--Aldermen Rittenberg, Pucinski, Clewis, Stone--4.

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

The following is said ordinance as passed:

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

SECTION 1. Findings.

(a) There is on file with the City Clerk (the "City Clerk") of the City of Chicago (the "City") a certified copy of a Resolution of the Board of Education of the City of Chicago (the "Board"), adopted at its meeting held December 14, 1982, which Resolution provides for the abatement from taxes levied by or on behalf of the Board for school purposes, and to be extended for collection in calendar year 1983; and

(b) The Chicago School Finance Authority (the "Authority"), on December 11, 1982, adopted a resolution directing the abatement from taxes levied by or on behalf of the Authority pursuant to Article 34A of the School Code, as amended, and to be extended for collection in calendar year 1983; and

(c) The total amount abated from taxes levied by or on behalf of the Board for school purposes and taxes levied by or on behalf of the Authority pursuant to Article 34A of the School Code, as amended, and to be extended for collection in calendar year 1983 is in an amount at least equal to \$29,000,000; and

(d) The Board's annual school budget for the fiscal year commencing September 1, 1982 and ending August 31, 1983 has been adopted by the Board at its meeting held on September 3, 1982 and has been approved by the Authority, pursuant to the provisions of Article 34A of the School Code, as amended, at its meeting held September 3, 1982, which approval is evidenced by a certified copy of a Resolution of the Authority which is on file with the City Clerk; and

(e) The Board has adopted and the Authority has approved, under the provisions of Article 34A of the School Code, as amended, a supplemental budget for its 1982-1983 fiscal year appropriating amounts from the levy of a pension contribution tax; and

(f) There is on file with the City Clerk a certified copy of a Resolution (the "Tax Levy Resolution") of the Board, adopted at its meeting held December 14, 1982, requesting the City Council of the City to levy a pension contribution liability tax for the Board's fiscal year commencing September 1, 1982 and ending August 31, 1983.

SECTION 2. Levy of Taxes.

Pursuant to the request of the Board, there is levied and there shall be collected a direct annual tax upon all the taxable property of the City as follows:

For the purpose of providing for a portion of the pension contributions which the Board has determined to make or has incurred an obligation to make on behalf of its employees to the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago and to the Public School Teachers' Pension and Retirement Fund of Chicago.

\$ 29,000,000

For estimated loss and cost of collections and deferred collections and abatements of this tax.

1,208,334

TOTAL

\$ 30,208,334

SECTION 3. Tax in Addition to and Separate from Other Taxes.

As provided by the School Code, the tax levied as provided by this Ordinance shall be exclusive of, in addition to and separate and apart from all other taxes of the Board, the City or the Authority.

SECTION 4. Filing of Ordinance.

The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance, duly certified by said City Clerk, all as prescribed by Section 6 of this Ordinance.

SECTION 5. Extension of Taxes.

The County of Clerks of Cook and DuPage Counties, Illinois shall extend for collection the taxes levied in the amounts and for the purposes set forth in this Ordinance, the Tax Levy Resolution, the School Code and the Pension Code.

SECTION 6. Effectiveness.

This Ordinance shall become effective immediately upon its adoption.

**Municipal Code of Chicago Amended by Adding New Chapter
201 Known as Chicago Enterprise Zone Ordinance.**

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

WHEREAS, The health, safety and welfare of the people of the City of Chicago are dependent upon the continued development, growth and expansion of business within the City; and

WHEREAS, There are certain depressed areas within the City that need the particular attention of government to help attract business investment; and

WHEREAS, The Illinois Enterprise Zone Act, P.A. 82-1019 permits the City of Chicago to designate distressed areas within the City of Chicago as Proposed Enterprise Zones for the purpose of obtaining Federal and State tax and regulatory incentives to encourage economic development and neighborhood revitalization; and

WHEREAS, The City of Chicago as a home rule unit can legislate in areas concerning its government and affairs; and

WHEREAS, The City of Chicago has a legitimate interest in furthering the development of its depressed areas so that they become economically viable thus providing jobs and income to their residents, and therefore, contribute to the general health and welfare as well as to the health and welfare of their residents; now, therefore,

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

SECTION 1. Chapter 201 is hereby added to the Municipal Code of Chicago, in Italics, to read as follows:

Chapter 201. CHICAGO ENTERPRISE ZONE ORDINANCE.

Section 201-1. This Chapter shall be known and cited as the "Chicago Enterprise Zone Ordinance."

Section 201-2. For the purposes of this Chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section, unless otherwise specified:

"City" means the City of Chicago, Illinois.

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

"Department" means the Department of Economic Development of the City.

"Department of Commerce and Community Affairs" means the Department of Commerce and Community Affairs of the State.

"Depressed Area" means an area within the City that meets the criteria for a Depressed Area set by the Illinois Enterprise Zone Act and any rules or regulations issued by the Department of Commerce and Community Affairs concerning the eligibility of an area as a Depressed Area under the Illinois Enterprise Zone Act.

"Designated Zone Organization" means an organization within an Enterprise Zone which meets the requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act, and has been designated such pursuant to Section 201-7(b) of this Chapter.

"Enterprise Zone" means a Depressed Area of the City which was designated a Proposed Enterprise Zone by the City Council and which has been approved and certified by the Department of Commerce and Community Affairs as an Enterprise Zone under the Illinois Enterprise Zone Act and/or has been approved and certified by the proper federal authority as an Enterprise Zone under any federal enterprise zone legislation.

"Finance Committee" means the Finance Committee of the City Council of the City of Chicago.

"Person" means any individual, partnership, association, sole proprietorship, club, society, foundation, institution, joint stock company, joint venture, public or private corporation, or a receiver, executor, trustee, conservator, a representative appointed by order of any court or any other entity which is eligible for benefits under the Illinois Enterprise Zone Act.

"Proposed Enterprise Zone" means a Depressed Area of the City designated as such by ordinance by the City Council pursuant to this Chapter.

"State" means the State of Illinois.

"Zone Administrator" means an officer or employee of the City, designated by the City Council, by ordinance, to administer the Enterprise Zone or Zones within the City. The Zone Administrator shall have the powers and duties set forth in Section 201-6(b) of this Chapter.

Section 201-3(a) The Department shall promulgate, with the assistance of the Zone Administrator, all necessary rules and regulations to carry out the provisions of this Chapter. It shall also be required to determine which areas of the City may qualify as Depressed Areas. It shall have the power to determine the size and location of Depressed Areas in the City. It shall have the power to exclude, from the Depressed Area those parts of a Depressed Area that would disqualify the Depressed Area from qualifying as an Enterprise Zone.

(b) Each area determined by the Department as being a Depressed Area must meet the other qualifications needed to be eligible for Enterprise Zone certification under the Illinois Enterprise Zone Act and/or any federal enterprise zone act, before being recommended as a Proposed Enterprise Zone to the City Council.

(c) The Department shall present its recommendations for Proposed Enterprise Zones to the City Council for approval. These recommendations shall include an analysis of the current status and a map of the area recommended, demonstrating that the area is qualified as an Enterprise Zone; the possible benefits or effects of an Enterprise Zone classification of the Area; the likelihood of State or Federal approval of the area as an Enterprise Zone; any organizations (especially Designated Zone Organizations) or other groups supporting the recommendation; the estimated costs, including reduced tax revenues, to the City by designating the area as a Enterprise Zone; and any other information, available to the Department, which would be required by the Illinois Enterprise Zone Act or any federal enterprise zone act, if any, if this recommendation was made as an application for certification as an Enterprise Zone under such acts.

(d) The Department may present recommendations of Proposed Enterprise Zones to the City Council at any time during a calendar year.

(e) The City Council upon receipt of the Department recommendations shall refer such recommendations to the Finance Committee of the City Council. The Finance Committee shall hold a public hearing on the recommendations within the recommended Proposed Enterprise

Zone, within 30 days of its receipt of the Department's recommendation from the City Council. This hearing shall address, among others, the issues of whether to create the zone, what local plans, tax incentives and other programs should be established in connection with the zone, and what the boundaries of the zone should be. Notice of the hearing shall be published in at least one newspaper of general circulation within the recommended zone area, not more than 20 days nor less than five days before the hearing.

(f) The Finance Committee shall approve, disapprove or modify the Department's recommendations of Proposed Enterprise Zones. If the Finance Committee decides to modify or disapprove a Department's recommendation, it shall allow the Department time to comment on the modification or disapproval before presenting it to the City Council for approval. The Finance Committee shall within 60 days after the hearing required in subsection (e) above, present to the City Council its recommendations, including any Department comments, for either approval or disapproval of the Department's recommended Proposed Enterprise Zone, including therein any modifications made by the Finance Committee. The City Council shall, thereafter, either approve the zone recommended by the Department, with or without the modifications made thereto by the Finance Committee, or disapprove such zone recommended by the Department. If adopted by the City Council the recommended area shall be considered a "Proposed Enterprise Zone." This adopting ordinance designating a Proposed Enterprise Zone shall be in the format and include the criteria required in the Illinois Enterprise Zone Act and/or any federal enterprise zone legislation.

Section 201-4(a). The Department shall be required to submit to the Department of Commerce and Community Affairs a written application for certification as an Enterprise Zone, following the requirements in the Illinois Enterprise Zone Act, for each Proposed Enterprise Zone adopted by the City Council. The Department shall make all efforts to deliver any such application to the Department of Commerce and Community Affairs no later than December 31 of the calendar year in which the Proposed Enterprise Zone was designated such by the City Council.

(b) The Department may also submit to the proper federal authorities a written application for certification as an Enterprise Zone, following the requirements set forth by such authorities and pursuant to any federal enterprise zone legislation, for any Proposed Enterprise Zone designated by the City Council.

Section 201-5(a). Only Enterprise Zones shall be entitled to receive the benefits provided for in this Chapter, not Proposed Enterprise Zones. A Proposed Enterprise Zone shall remain a Proposed Enterprise Zone until it is declared and certified an Enterprise Zone under the Illinois Enterprise Zone Act and/or any federal enterprise zone act. Any proposed Enterprise Zone that is rejected by the proper State and federal authorities under the above acts, or which has not been approved and certified an Enterprise Zone by either authority within one year after being designated by the City Council as a Proposed Enterprise Zone may, thereafter, be repealed by the City Council at any time before any such approval and certification.

(b) An Enterprise Zone and all incentives provided for such zone shall remain effective for a period of 20 calendar years, unless otherwise stated herein, or for a lesser number of years if such is (i) specified in the ordinance designating a Proposed Enterprise Zone, or (ii) required in any federal enterprise zone act, for Proposed Enterprise Zones which were declared Enterprise Zones under such Act. Except as otherwise provided, an Enterprise Zone shall terminate at midnight on December 31 of the final calendar year of the Enterprise Zone's certified term. The City Council can remove or amend the designation of any zone pursuant to the criteria and limitations set forth in the Illinois Enterprise Zone Act, if the zone was certified an Enterprise Zone under such Act, and/or any federal enterprise zone act, if the zone was certified an Enterprise Zone under such an act.

Section 201-6(a). Once a Proposed Enterprise Zone is declared an Enterprise Zone, the administration of the zone, in relation to carrying out the provisions of this Chapter only, shall be vested in the Zone Administrator.

(b) The powers and duties of the Zone Administrator shall be:

- (1) to act as liaison between the City, the Department of Commerce and Community Affairs, any other State agency, and federal agency, and any Designated Zone Organizations within the zones under his jurisdiction;*
- (2) to supervise the implementation of the provisions of this Chapter within the zones;*
- (3) to enter into contracts and other agreements on behalf of the City with Designated Zone Organizations or any State or federal agency in carrying out the provisions of this Chapter;*
- (4) to have such other powers and duties as specified in this Chapter or as specified by either the Mayor or the City Council;*
- (5) to conduct an ongoing evaluation of the enterprise zone program, along with the Department and to submit reports concerning the effectiveness of the zones annually to the City Council;*
- (6) to assist the Department in preparing rules and regulations concerning this Chapter and in the enforcing of such rules and regulations; and*
- (7) to hire such staff as is necessary and to maintain an office within the Zone, if he deems it necessary, to carry out the powers and duties of this section, subject to the limitations set forth in the City's annual appropriation ordinance.*

(c) The Zone Administrator for all zones shall be Commissioner of the Department of Economic Development of the City.

Section 2-1-7(a). The following incentives, benefits and regulatory relief shall apply, to the extent stated herein, to residents, employees, employers, businesses and other persons within an Enterprise Zone or in their dealings with others in an Enterprise Zone:

- 1. Any and all incentives, benefits and regulatory relief granted under the Illinois Enterprise Zone Act, to the extent stated in such Act, if the Enterprise Zone is declared and certified an Enterprise Zone under such Act;*
- 2. Any and all incentives, benefits and regulatory relief granted under a federal enterprise zone act, to the extent stated in such Act, if the Enterprise Zone is declared and certified an Enterprise Zone under such an Act;*
- 3. The following City taxes shall not apply within an Enterprise Zone, to the extent stated herein:*
 - A. Each retailer whose place of business is within the City and who makes a sale of building materials to be incorporated into real estate in an Enterprise Zone within the City, by remodeling, rehabilitation or new construction, may file claims for credit or refund with the State Department of Revenue, to recover the amount of tax paid under the Municipal Retailers' Occupation Tax, Chapter 132, Section 132-1 of the Municipal Code of Chicago, pursuant to 5 k of the Retailers' Occupation Tax Act. "Retailer" shall have the same meaning as given such in the Municipal Retailers' Occupation Tax Act. This tax benefit shall only apply to Enterprise Zones declared and certified as such under the Illinois Enterprise Zone Act;*
 - B. A person who purchases or uses building materials to be incorporated into real estate in an Enterprise Zone within the City by remodeling, rehabilitation or new construction is not required to pay the Chicago Sales Tax, Chapter 200.6 of the Municipal Code of Chicago, on such a purchase or use, nor is the retailer selling*

such building materials required to collect the tax. An affidavit must be filed by the purchaser or user with the retailer or the Department of Finance of the City, in a format provided by the City, in order to qualify for the exemption.

- C. *The transfer of title to real property located within an Enterprise Zone shall be exempt from the Chicago Transaction Tax, Chapter 200.1 of the Municipal Code of Chicago.*
- 4. *The following City Ordinances and regulations shall be modified or eliminated, to the extent provided herein, in an Enterprise Zone.*
 - A. *All zoning and zoning districts within an Enterprise Zone shall be reviewed by the Zone Administrator with assistance from the Zoning Administrator for the City, the Commissioner of Planning, City and Community Development and the Zoning Board of Appeals. The Zone Administrator shall before June 1, 1983, and afterwards as he deems necessary, recommend to the City Council, modifications to the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, in relation to the City's Enterprise Zones, to further the purposes of this Chapter. Any modifications shall be subject to the restrictions on such in the Illinois Enterprise Zone Act.*

In the interim and until changed, as to variances within a zoned district in an Enterprise Zone, the Zone Administrator shall have the power, concurrently with the Zoning Board of Appeals, to grant a variance to a person whenever he feels it necessary or proper to encourage business growth in the Enterprise Zone, without harming other community interests. The Zone Administrator must hold a public hearing on the proposed variance, and publish notice of such in a newspaper of general circulation within the Enterprise Zone affected at least 15 days but not more than 30 days before the hearing. The hearing shall be held within 60 days of receipt of a valid application for variance.
 - B. *All City building code ordinances (Chapters 39 to 92 of the Municipal Code of Chicago) and regulations, excluding those dealing with building defects, within an Enterprise Zone shall be reviewed by the Zone Administrator, with the assistance of the City department enforcing such building code ordinances and regulations. The Zone Administrator shall, before June 1, 1983 and afterwards as he deems necessary, recommend to the City Council modifications to such ordinances and regulations, in relation to the City's Enterprise Zones, to further the purposes of this Chapter. Any modifications shall be subject to the restrictions on such in the Illinois Enterprise Zone Act.*
 - C. *All City licenses shall be issued by the Zone Administrator or his representative. A person, therefore, shall be able to obtain all necessary City licenses from the Zone Administrator. Any licenses that require an investigation or other determination, other than ministerial, shall be subject to review by the City department normally issuing or reviewing such, before the license will be issued by the Zone Administrator or his representative. In such a situation an application for the license may still be made to the Zone Administrator, but only a receipt for the application will be issued. The Zone Administrator or his representative shall, thereafter, send the application to the proper City department for review and determination. These applications shall be given priority status by such City department.*
 - D. *The Zone Administrator may also review all other City Ordinances and regulations that may affect an Enterprise Zone, and made recommendations for modifications to them if he feels it necessary to further the purposes of this Chapter.*

(b) The Department may recommend to the City Council, organizations that qualify as Designated Zone Organizations under the Illinois Enterprise Zone Act. The City Council may declare one or more of these organizations as Designated Zone Organizations under this Chapter. Such Designated Zone Organizations shall have the following powers, unless otherwise stated by the City Council:

- 1. to provide volunteer day care centers, drug abuse programs, or recreational activities for zone area youth;*
- 2. to establish crime watch patrols within the zone neighborhoods, in conjunction with the City Police Department;*
- 3. to contract with the Zone Administrator to provide necessary services to the zone, which had in the past been performed by the City or others, if the Zone Administrator determines that the Designated Zone Organization will more properly, efficiently and economically perform the service. The services that can be contracted for are those listed in Section 8 of the Illinois Enterprise Zone Act;*
- 4. to voluntarily provide, or to contract with the Zone Administrator to provide, other services that are specifically allowed by the City Council;*
- 5. to voluntarily provide other services that are stated in Section 8 of the Illinois Enterprise Zone Act and to have the authority to perform the other functions stated in such Section, subject to receiving the necessary governmental authorizations;*
- 6. to take title to any real property, in an Enterprise Zone, sold to such Designated Zone Organization under the City's urban shopstead program, subject to the restrictions stated in its sales agreement with the City, those stated in the Illinois Enterprise Zone Act and those stated in this Chapter. This paragraph 6 only applies if the Enterprise Zone was certified an Enterprise Zone under the Illinois Enterprise Zone Act.*

Section 201-8(a). An urban homestead program shall be established in each Enterprise Zone. In this program the City may sell to an individual a residence or portion thereof that the City owns within the Enterprise Zone, for a sum of \$100.00. The individual must personally live in the residence for seven years. The individual must agree to renovate or remodel the property to meet the level or maintenance stated in the sales agreement between the individual and the City. At the end of this seven year period the City shall assign the property over to the individual, but only when satisfactory improvements to the property have been made pursuant to the agreement with the City. The Zone Administrator shall supervise any such sales, and work with the State and County to provide similar sales of the State and County owned property within the Enterprise Zone.

(b) An urban shopstead program shall be established in each Enterprise Zone. In this program the City may sell to a Designated Zone Organization a structure or portion thereof that the City owns within the Enterprise Zone, for a sum of \$100.00. The Designated Zone Organization shall agree to renovate or remodel the property to meet the level of maintenance stated in the sales agreement between the organization and the City. The Designated Zone Organization shall be allowed to sell or lease such structure to commercial or industrial businesses pursuant to the procedures set forth in the sales agreement between it and the City. The Organization shall also be allowed to retain the structure in whole or in part for its own use. Any proceeds derived from the use, lease, or sale of such property shall be used for cost recovery and for activities entered into pursuant to Section 201-7(b) of this Chapter, as agreed between it and the City. The Zone Administrator shall supervise any sales to such Organizations, and work with the State and County to provide similar sales of State and County owned property within the Enterprise Zone.

(c) The programs under (a) and (b) above shall only apply to an Enterprise Zone, if such zone is declared an Enterprise Zone under the Illinois Enterprise Zone Act.

Section 201-9(a). An Ordinance designated a Proposed Enterprise Zone may provide additional tax relief, regulatory relief or other benefits, in addition to that granted in this Chapter, or may eliminate or modify any of the tax relief, regulatory relief or other benefits provided for in this Chapter.

(b) After a Proposed Enterprise Zone is declared an Enterprise Zone, additional tax relief, regulatory relief or other benefits may be added to such zone by amendment either to this Chapter or the ordinance designating such zone as a Proposed Enterprise Zone. The City Council may also eliminate or repeal any tax relief, regulatory relief, or other benefits in an Enterprise Zone and may alter the boundaries of the Zone or alter the termination date of the Zone, subject to the criteria and limitations stated in the Illinois Enterprise Zone Act, if the zone was declared an Enterprise Zone under that Act, and/or subject to the criteria and limitations stated in any federal enterprise zone act, if the zone act was declared an Enterprise Zone under such an Act.

(c) In determining the regulatory relief, tax relief or other incentives to be recommended to the City Council for Enterprise Zones under Section 201-7, the Zone Administrator may recommend different regulatory relief, tax relief or other incentives for each zone depending on the needs of each zone and/or general regulatory relief, tax relief or other incentives for all Proposed Enterprise Zones. The City Council may, thereafter, provided in each Proposed Enterprise Zone Ordinance the specific regulatory relief, tax relief or other incentives that applies to that zone only and/or may provide for general regulatory relief, tax relief or other incentives either through an amendment to this Chapter or an amendment to each Proposed Enterprise Zone Ordinance.

Section 201-10. Businesses physically located in Enterprise Zones that qualify for revolving loans, industrial revenue bond loans and other preferences programs offered by the City, shall be given preference by the City, over similar qualifying businesses located outside an Enterprise Zone, in determining which business shall receive such loans or preference programs. Any loans or preference programs given to such qualifying business in an Enterprise Zone, must be used for the development of that business within the zone or for the benefit of the Enterprise Zone.

Section 201-11. The Zone Administrator shall work together with the responsible City, State and federal agencies to promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, banking, financial assistance, and employment training which are carried on within an Enterprise Zone.

Section 201-12. If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid application or provision, and to this end such invalid provision or invalid application of this Chapter is severable, unless otherwise provided in this Chapter.

SECTION 2. This ordinance shall become effective from and after its passage.

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

Yeas--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--41.

Nays--Aldermen Huels, Lipinski, Davis, Martinez--4.

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

**Execution of Agreement Authorized between City and South
Chicago YMCA for Day Care Center Renovation under
the Community Development Block Grant Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City and the South Chicago YMCA for day care center renovation under the Community Development Block Grant Program.

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

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

Nays--None.

The following is said ordinance as passed:

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

WHEREAS, The rehabilitation of Community Facilities is one of the specific areas for funding under this program; and

WHEREAS, The South Chicago YMCA, located at 3039 East 91st Street, underwent a major rehabilitation and expansion program which now provides senior citizen apartments and space for community needs, including day care facilities; and

WHEREAS, The day care center provides meals, arts, crafts, educational preparation and indoor and outdoor recreational programs to 44 pre-school and 44 after-school disadvantaged children of working parents or parents in training for new job skills; and

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

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, (incorporated herein by reference), in the amount of Two Hundred Ninety-eight Thousand Nine Hundred Eighty-six Dollars (\$298,986) is hereby allocated by the City of Chicago for reimbursement to cover eligible costs for a portion of the South Chicago YMCA renovation attributable to the day care center located at 3039 East 91st Street.

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

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

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

SECTION 5. This ordinance shall become effective from and after its approval.

This Agreement entered into this _____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City", and the South Chicago YMCA Center, a nonprofit service organization, hereinafter referred to as the "YMCA";

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has made application to the Federal Department of Housing and Urban Development for a Community Development Block Grant for fiscal year 1982; and

Whereas, the Community Development Program of the City of Chicago provides a budgetary allocation in said Grant in the sum of \$298,986 for the South Chicago YMCA Center, for the purpose of reimbursement to cover eligible costs for a portion of the South Chicago facility renovation attributable to the day care center located at 3039 East 91st Street in the City of Chicago;

Now, Therefore, in consideration of said Grant, in the sum of Two Hundred Ninety-eight Thousand Nine Hundred Eighty-six Dollars (\$298,986) the South Chicago YMCA Center undertakes to perform as follows:

1. Scope of Services

- (a) The YMCA shall use said grant for reimbursement to cover eligible costs for a portion of the South Chicago facility renovation attributable to the day care center located at 3039 East 91st Street.
- (b) The allocation of specific funds for the above shall be subject to review by the City Department of Planning, it being the intention of the parties to provide some flexibility in the programming consistent with the best interests of the City and the YMCA.

2. Time for Performance:

This contract shall be performed within one year from the date of execution herein.

3. Compensation and Method of Payment:

(a) Compensation:

The YMCA shall be compensated on a reimbursement basis for costs previously expended. A budget has been set forth and made a part hereof. It is the intent of the parties to this contract that all reimbursement by the City shall be for money previously expended by the YMCA within the terms of the budget.

(b) Method of Payment:

The City agrees to pay the YMCA an amount not to exceed \$298,986 which shall constitute full and complete compensation for all of the obligations undertaken by the YMCA under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement supported by appropriate documentation specified by the City as to the expenditures previously incurred by the YMCA in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation

It is expressly understood and agreed that in no event will the total amount paid to the YMCA hereunder exceed the maximum sum of \$298,986.

4. *Fund Chargeable:*

Expenditures under this contract shall be payable from 731-

5. *Notices:*

Notices and communications under this contract shall be sent first class mail to the City addressed to Mr. Martin R. Murphy, Commissioner of the Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and to YMCA, addressed to Mr. John W. Casey, President, South Chicago YMCA Center, 3039 East 91st Street, Chicago, Illinois 60617.

6. *Terms and Conditions:*

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

The YMCA agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever, arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.

In Witness Whereof, the City and the YMCA have executed this contract as to the date first written above.

[Signature forms omitted for printing purposes.]

Part II General Conditions Non-Discrimination.

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

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

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

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

Contractors Agreements

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

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

Posting of Pertinent Information

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

Reporting Requirements

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

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

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices

and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

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

Chapter 7, Sections 77 and 78 of the Municipal Code of Chicago Amended Revising the Scheduling of Interest Payments on Interim Notes.

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

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

WHEREAS, The City is authorized to issue interim notes to provide temporary borrowing for water projects of the City pursuant to the provisions of Sections 75 through 79, inclusive, of Chapter 7 of the Municipal Code of Chicago; and

WHEREAS, On December 28, 1977 and on November 21, 1979, the City issued its Interim Notes (the "Interim Notes") under such provisions of the Municipal Code of Chicago, which Interim Notes bear interest payable at the maturity thereof; and

WHEREAS, It is in the best public interest and desirable to amend Sections 77 and 78 of Chapter 7 of the Municipal Code of Chicago to authorize such Interim Notes and interim notes to be hereafter issued to bear interest payable from time to time rather than at the maturity thereof; now, therefore,

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

SECTION 1. Section 77 of Chapter 7 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *Italics* as follows:

7-77. The interim note, or notes, shall be of the form and content as provided in the Basic Agreement, be dated as of the date of their execution and delivery, shall be expressed to mature on a definite payment date, which date shall be the same for all interim notes issued for a particular project and not to exceed 5 years from the date that the first interim note with respect to a project has been issued, and interest thereon at the rates of interest therein agreed upon shall be payable at [the time of payment of the principal thereof] *such time or times as therein agreed upon*. The interim notes shall be payable by the City and without notice to the holder at any time before maturity and at any financial institution which shall be designated by the City Comptroller.

The interim note, or notes, to be issued shall be made payable in the manner as provided in the Basic Agreement and shall contain such terms and conditions as shall be provided in such Basic Agreement, and such interim note or notes shall be limited obligations of the City, payable as to both principal thereof and interest thereon, only from the proceeds to be received from the sale of Water Revenue Bonds of the City to be issued pursuant to the procedures provided for in Sections 7-67 to 7-74, inclusive, hereof, when and as such bonds are authorized and issued for the permanent financing of such extensions, improvements, or both or from other moneys legally available for such purpose in the Water Fund of the City.

The City and the holder, or holders, of the interim note, or notes, may mutually agree that the time of payment of any interim note, or notes, may be extended for a period of not to exceed 2 years beyond its stated maturity date, and evidence of such extensions shall be noted on the face of such interim note so extended, together with the signatures of the Mayor and City Comptroller, and to be attested by the City Clerk, and also to be signed by an authorized representative of the other parties to the Basic Agreement. Such Basic Agreement shall further indicate that the payment of principal of and interest on such interim note, or notes, for which permanent financing is being provided at that time, which must include all interim notes issued for a particular project if any are to be paid, but need not include all interim notes issued to provide temporary borrowing for other projects, shall be made simultaneously with the delivery to the purchaser of the Water Revenue Bonds to be authorized and issued by the City.

SECTION 2. Section 78 of Chapter 7 of the Municipal Code is hereby amended by deleting the language bracketed and inserting the language in *Italics* as follows:

7-78. Whenever interim notes are issued pursuant to the provisions of the Basic Agreement, the rates charged by the City for water used shall be sufficient to provide, at the maturity date of such notes, revenues from the operation of the Water System in an amount and at the times which will permit the authorization and issuance of Water Revenue Bonds on a parity with the Water Revenue Bonds then outstanding under this Chapter in order to provide permanent financing for the projects authorized in and identified by the interim note or notes or will provide revenues sufficient to produce moneys legally available in the Water Fund of the City to pay the principal of and interest on such interim notes [at maturity] *as the principal and interest become due.*

SECTION 3. This ordinance shall be in full force and effect 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, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Kellam, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Axelrod, Schuler, Stone--39.

Nays--Aldermen Bloom, Streeter, Sheahan, Lipinski, Oberman, Clewis, Volini, Orr--8.

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

**Amendment to Interim Note Financing Agreement Authorized Between
City and The First National Bank of Chicago and Continental
Illinois National Bank and Trust Co. of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an amendment to the Interim Note Financing Agreement between the City of Chicago and The First National and Continental Illinois National Banks.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Kellam, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Axelrod, Schulter, Stone--39.

Nays--Aldermen Bloom, Streeter, Sheahan, Lipinski, Oberman, Clewis, Volini, Orr--8.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has heretofore constructed and is presently maintaining and operating a complete water system, hereafter referred to as the Chicago Water System, to meet the needs of its inhabitants and the users thereof and for fire protection; and

WHEREAS, On December 28, 1977, pursuant to Section 7-75 to 7-79, inclusive, of the Municipal Code of the City of Chicago and an ordinance passed by the City Council of the City of Chicago on November 28, 1977, the City entered into an Interim Note Financing Agreement (the "Agreement") with The First National Bank of Chicago and the Continental Illinois National Bank and Trust Company of Chicago (the "Banks"), in order to provide for the interim financing of estimated costs and expenses necessary and incident to the construction of improvements, extensions, or both, to the Chicago Water System in advance of permanent financing for such public improvements; and

WHEREAS, On December 28, 1977, and on November 21, 1979, the City of Chicago issued its Interim Notes under the terms of the Agreement; and

WHEREAS, The Interim Notes issued under the Agreement on December 28, 1977 (the "1977 Interim Notes") are due and payable on December 28, 1982; and

WHEREAS, Section 7-77 of the Municipal Code of the City of Chicago, and Section 3(c) of the Agreement, provide that "[t]he City and the holder, or holders of the interim note, or notes, may mutually agree that the time of payment of any interim note or notes, may be extended for a period of not to exceed 2 years beyond its stated maturity date . . ."; and

WHEREAS, The City has determined that it is desirable and in the public interest to extend the maturity date of the 1977 Interim Notes; and

WHEREAS, In order for the City to pay the accrued interest due on the 1977 Interim Notes, and on the Notes issued on November 21, 1979 (the "1979 Interim Notes"), it will be necessary for the City to borrow the additional sum of not to exceed \$8,609,000 pursuant to the Agreement and amend its Interim Notes in evidence thereof; and

WHEREAS, The Banks have indicated their willingness to extend the maturity date of the 1977 Interim Notes and increase the authorization to borrow pursuant to the Agreement, subject to a revision in the rate of interest to be paid on the 1977 Interim Notes and on the 1979 Interim Notes; and

WHEREAS, The City of Chicago is a home rule unit under Article VII of the 1970 Constitution of the State of Illinois and may, therefore, exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. That the Interim Note Financing Agreement Amendment (the "Amendment"), providing for the amendment and extension of the 1977 Interim Notes, the amendment of the 1979 Interim Notes, the increase in the amount to be borrowed under the Agreement and the amendment of certain other terms of the Agreement between the City and The First National Bank of Chicago and the Continental

Illinois National Bank and Trust Company of Chicago, in substantially the form as attached hereto, be entered into between the City and the aforementioned Banks, and be executed for and on behalf of the City by the Mayor and the City Comptroller, be attested by the City Clerk, and the corporate seal of the City be affixed thereto.

SECTION 2. That the Agreement be amended to provide that (i) the due date of the Interim Notes maturing December 28, 1982 be extended to November 21, 1984, (ii) the principal amount of all outstanding Interim Notes shall be increased to include the amount of accrued, but unpaid, interest thereon to and including December 28, 1982, (iii) interest on such Interim Notes shall be payable quarterly, (iv) the maximum interest rate provision in such Interim Notes be amended and (v) a tax indemnification provision be added to such Interim Notes.

SECTION 3. That to the extent that any ordinance, section of the Municipal Code of Chicago, resolution, rule or order, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any clause or provision of this ordinance shall be held invalid, the invalidity of such clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. That this ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution, and this ordinance shall be in full force and effect immediately upon its passage by the City Council of the City of Chicago and its approval by the Mayor and publication as provided by law.

Interim Note Financing Agreement Amendment attached to this ordinance reads as follows:

This Amendment, dated December 28, 1982, (the "Amendment") to the Interim Note Financing Agreement dated December 28, 1977 ("Agreement") entered into between the City of Chicago, a home rule unit and a body politic and corporate (herein called the "City") and the banks named on the signature pages hereof (herein collectively called "Banks" and individually called "Bank");

WITNESSETH:

Whereas, the City is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Constitution of the State of Illinois; and

Whereas, on December 28, 1977, the City entered into the Agreement with the Banks to provide interim financing for the construction of necessary extensions, improvements, or both, to the waterworks of the City in advance of the issuance of Water Revenue Bonds; and

Whereas, certain of the interim notes ("Interim Notes") issued under the Agreement are due and payable on December 28, 1982; and

Whereas, the City has determined that it is desirable and in the public interest to extend the maturity of certain of the Interim Notes, to change the rate at which all Interim Notes bear interest, to provide for the payment of accrued but unpaid interest on all of such Interim Notes to and including the date hereof and to provide for certain other amendments to said Agreement;

Now, Therefore, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. *Representations.*

To induce the Banks to enter into this Amendment and extend and amend the Interim Notes, the City hereby affirms the accuracy of the representations contained in Paragraph 1 of the Agreement as if such representations were made on the date hereof.

2. Extension and Amendment of Interim Notes.

(a) Pursuant to Section 3(c) of the Agreement, the due date of the Interim Notes maturing December 28, 1982, is hereby extended to November 21, 1984,

(b) The principal amount of all outstanding Interim Notes shall be increased to include the amount of accrued but unpaid interest thereon to and including December 28, 1982,

(c) Interest on such Interim Notes shall be payable quarterly as provided in Section 5 of this Amendment,

(d) The maximum interest rate provision in such Interim Notes shall be amended, and

(e) The tax indemnification provision shall be made applicable to such Interim Notes as provided in Section 6 of this Amendment.

3. Conditions to Effectiveness of Amendment.

The following shall be conditions precedent to the effectiveness of this Amendment and the extension of the Interim Notes. The City shall deliver to each Bank the following:

- (i) A certified copy of an Ordinance adopted by the City authorizing and approving the execution and delivery by the City of this Amendment and the extension and amendment of the Interim Notes;
- (ii) The opinion of Messrs. Chapman and Cutler of Chicago, Illinois, addressed to the City and each Bank, to the effect that: (A) The City is a home rule unit as defined by Article VII of the 1970 Constitution of the State of Illinois and a body politic and corporate of the State of Illinois pursuant to the laws of the State of Illinois; (B) The City has full power and authority and has taken all necessary action to enter into this Amendment; (C) The extension and amendment of the Interim Notes maturing on December 28, 1982 are authorized by the City and said Interim Notes, as so amended and extended are the valid and binding obligations of the City, enforceable according to their terms; (D) The amendment of the Interim Notes issued in November of 1979 is authorized by the City and said Interim Notes as so amended, are the valid and binding obligations of the City, enforceable in accordance with their terms and (E) Interest on the Interim Notes issued under this Agreement will be exempt from Federal Income Taxes under present laws, rules, regulations and decisions as long as the Interim Notes are not "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations thereunder.
- (iii) A Certificate of the Mayor and the City Comptroller of the City: (A) Representing that there is no litigation pending or to the knowledge of the said officials threatened nor is any legislation pending which questions or would limit the right, power or authority of the City to enter into this Amendment, to amend and extend its Interim Notes under the provisions of this Amendment, or to authorize, sell and issue its Water Revenue Bonds for the payment of such Interim Notes, or to perform any of its obligations under this Amendment or the Agreement; (B) Advising whether or not the City is in default in any of its covenants set forth in the Agreement or set forth in any of said Interim Notes or set forth in any Water Revenue Bonds or waterworks certificates of indebtedness of the City heretofore issued and outstanding; and (C) Stating that the City Council has, by ordinance, after public hearing held by the Finance Committee thereof, authorized the extension of said Interim Notes maturing on December 28, 1982 and this Amendment.

4. *Interim Notes.*

(a) The Interim Notes of the City maturing December 28, 1982 shall be amended as set forth in Exhibit A, hereto attached, with appropriate insertions, and the Interim Notes of the City maturing November 21, 1984, shall be amended as set forth in Exhibit B, hereto attached, with appropriate insertions.

(b) Each amendment to the Interim Notes shall be executed in the name of the City by the Mayor, by the City Comptroller, or by their respective proxies in the manner as provided by Section 7-76 of the Municipal Code of Chicago, and shall be attested by the City Clerk or the Deputy City Clerk and the seal of the City shall be affixed thereto.

5. *Interest.*

Interest. From and after December 29, 1982 each Interim Note shall bear interest on the unpaid principal amount thereof from time to time outstanding from such date until paid in full, such accrued interest payable quarter-annually on the ____ day of each _____, _____, and _____, hereafter and on the maturity date thereof, at a per annum rate equal to 70% of the payee Bank's Prime Rate (hereinafter defined) (the "Formula Rate"). The rate of interest to be borne by each Interim Note shall be adjusted automatically as of the opening of the payee Bank's business on the effective date of any change in the Prime Rate. Interest shall be computed for the actual number of days elapsed based on a year of 365 days. Notwithstanding the foregoing, if the amount of interest due at the Formula Rate on any interest payment date for the unpaid principal amount of any Interim Note (including the date of any prepayment in accordance with Paragraph 6 of the Agreement) would exceed the amount of interest which would be due on such date if such interest were calculated at a rate of 11 1/2% per annum, then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date only at a rate of 11 1/2% per annum; provided however, that if the amount of interest due at the Formula Rate on any subsequent interest payment date for the unpaid principal amount of any Interim Note (including the date of any prepayment in accordance with Paragraph 6 of the Agreement) would be less than the amount of interest which would be due on such date if such interest were calculated at a rate of 11 1/2% per annum, then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date (and, if necessary, to any succeeding interest payment dates) at a rate such that the amount of interest payable on such current interest payment date will be equal to (i) the amount due based on the Formula Rate plus (ii) the maximum amount of the Interest Differential (hereinafter defined) which, when added to the amount specified in clause (i), would result in such unpaid principal amount bearing interest from such next preceding interest payment date at a rate not in excess of 11 1/2% per annum; provided, however, that upon the payment of the unpaid principal amount of any Interim Note, the amount of the Interest Differential pertaining to such Interim Note which is in excess of the amount otherwise due on such payment date shall be forgiven and no longer deemed an obligation of the City with respect to each Interim Note, the term "Interest Differential" shall mean, at any interest payment date, an amount equal to such Interim Notes ratable share (based on the unpaid principal amounts of the Interim Notes then outstanding) of (x) the aggregate amount of interest which the City would have been required to pay on the unpaid principal amounts of all Interim Notes issued under the Agreement on all previous interest payment dates at the Formula Rate minus (y) the aggregate amount of interest actually paid by the City on such unpaid principal amounts on such interest payment dates in accordance with the preceding provisions of this Paragraph. As used herein, "Prime Rate" with respect to The First National Bank of Chicago shall mean the corporate base rate of interest announced by The First National Bank of Chicago from time to time and with respect to Continental Illinois National Bank and Trust Company of Chicago, shall mean the rate per annum then most recently announced as its Prime Rate at its principal office in Chicago, Illinois.

6. *Tax Indemnity.*

In the event that, as a result of a change in the Internal Revenue Code, as amended from time to time ("Code") (i) all or part of any payment of interest of any Interim Notes held by any Indemnitee (as hereinafter defined), any interest paid or accrued by any Indemnitee by reason of such Indemnitee owning any Interim Notes or receiving interest on any Interim Notes (such as, for example, interest on indebtedness incurred or continued to purchase or carry any Interim Notes), or any other amount in respect of or related to owning any Interim Notes or receiving interest on any Interim Notes, as a whole or in part, is, in the opinion of counsel for such Indemnitee, an item of tax preference or similar item subject to the tax imposed by Section 56-58 of the Code or any successor sections thereto or any other Federal tax on preference or similar items or is not deductible by such Indemnitee from its federal gross income in the year paid or accrued, to the same extent as such amount is deductible pursuant to the Code as in effect on the date hereof, or (ii) tax is imposed measured by reference to the principal amount of any Interim Notes held by such Indemnitee (such tax being referred to in this Agreement as a preference tax), then such Indemnitee may at any time on or after the date (the "Enactment Date") on which such change in the Code was enacted, but in no event later than the later of the maturity date of the Interim Notes and the date on which all outstanding Interim Notes have been paid in full, give notice thereof in writing or by telex or wire transmission to the City and the Banks. During the 90 days next succeeding the giving, of such notice, the Banks and the City shall negotiate in good faith in order to arrive at such a mutually acceptable increase (expressed as a percentage of the Prime Rate) in the rate of interest within such 90-day period, to the end that the increase in the rate of interest payable on all Interim Notes will adequately and fairly compensate all Indemnitees for the increased cost of making, funding or maintaining the loans evidenced by the Interim Notes or the reduction in the amount of any sum received or receivable by an Indemnitee. If within such 90-day period the City and the Banks agree in writing upon an increase, additional interest at such rate of increase shall be effective and accrue from the effective date of the Act with respect to all Interim Notes. If the City and the Banks fail to agree upon an increase in the rate of interest within such 90-day period, the City shall be required to pay such outstanding Interim Note in full no later than the last day of such 90-day period but the City shall not be required to pay any such increased rate of interest during such period. The aggregate rate of interest payable on any Interim Notes shall not exceed the Prime Rate plus 2%. The determination of such increase shall be made in good faith by the Banks and the City shall have no right to examine the Federal income tax returns or any other returns, documents or records of any Indemnitee with respect thereto. Additional interest at such rate of increase shall be effective and accrue from the effective date of the Act with respect to all Interim Notes, and the Banks shall notify the City as promptly as practicable of the amount of such increase; provided that no interest as a result of such increased rate shall be payable by the City at any time unless notice of a change in the Code is timely given and the City agrees to such increase as above provided. Any additional interest payable pursuant to this Section with respect to any Interim Notes shall be paid by the City directly to the holder of such Interim Notes. For the purposes of this paragraph, "Indemnitee" means each Bank and any other holder of an Interim Note and any entity to which any Bank or any such other holder sells a participation in any Interim Note.

7. *General.*

(a) This Amendment shall be binding upon and shall inure to the benefit of: (i) the City, its successors and assigns; and (ii) the Banks, their successors and assigns, and shall inure to the benefit of each endorsee or assignee of the Interim Notes or any interest therein.

(b) This amendment may be executed in any number of copies and by the different parties on separate counterparts. When counterparts executed by all the parties shall have been lodged with the Banks, this Agreement shall become effective.

(c) As herein amended or modified, the Agreement and the Interim Notes remain in full force and effect and the City represents and warrants that no default exists or is continuing under the Agreement.

In Witness Whereof, the parties to this Amendment have caused it to be executed by their respective authorized officers on this _____ day of _____, 1982.

Dated at Chicago, Illinois, as of the day and year first above written.

ATTEST:

By _____
City Clerk

CITY OF CHICAGO

By _____
Mayor

By _____
City Comptroller

FIRST NATIONAL BANK OF CHICAGO

By _____

Title _____

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By _____

Title _____

EXHIBIT A

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO INTERIM NOTE AMENDMENT ATTACHED TO AND FORMING A PART OF INTERIM NOTE NUMBER _____ DATED _____

The Interim Note from the City of Chicago to _____ Number _____, dated _____ in the principal amount of \$ _____ ("Interim Note") issued pursuant to an Interim Note Financing Agreement dated December 28, 1977, as amended _____, 1982 (as hereby amended the "Interim Note Financing Agreement") is hereby amended by extending the maturity date of said Interim Note to November 21, 1984 and increasing the principal amount to \$ _____. From and after December 29, 1982 the Interim Note shall bear interest on the unpaid principal amount hereof from time to time outstanding until paid in full, such accrued interest payable quarter-annually on the _____ day of each _____, _____ and _____ hereafter and on the maturity date hereof at a per annum rate equal to 70% of the payee Bank's Prime Rate (hereinafter defined) (the "Formula Rate"). The rate of interest to be borne by the Interim Note shall be adjusted automatically as of the opening of the payee Bank's business on the effective date of any change in the Prime Rate. Interest shall be computed for the actual number of days elapsed based on the year of 365 days. Notwithstanding the foregoing, if the amount of interest due at the Formula Rate on any interest payment date for the unpaid principal amount hereof (including the date of any prepayment in accordance with Paragraph 6 of the Interim Note Financing Agreement) would exceed the amount of interest which would be due on such date if such interest were calculated at a rate of 11 1/2% per annum, the unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date only at a rate of 11 1/2% per annum; provided however, that if the amount of interest due at the Formula Rate on any subsequent interest payment date for the unpaid principal amount the Interim Note (including the date of any prepayment in accordance with Paragraph 6 of the Interim

Note Financing Agreement) would be less than the amount of interest which would be due on such date if such interest were calculated at rate of 11 1/2% per annum; then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date (and, if necessary, to any succeeding interest payment dates) at a rate such that the amount of interest payable on such current interest payment date will be equal to (i) the amount due based on the Formula Rate plus (ii) the maximum amount of the Interest Differential (hereinafter defined) which, when added to the amount specified in clause (i), would result in such unpaid principal amount bearing interest from such next preceding interest payment date at a rate not in excess of 11 1/2% per annum; provided however, that upon the payment of the unpaid principal amount of the Interim Note the amount of the Interest Differential in excess of the amount otherwise due on such payment date shall be forgiven and no longer deemed an obligation of the City. With respect to the Interim Note, the term "Interest Differential" shall mean, at any interest payment date, an amount equal to the Interim's Note's ratable share (based on the unpaid principal amounts of all Interim Notes then outstanding) of (x) the aggregate amount of interest which the City would have been required to pay on the unpaid principal amounts of all Interim Notes issued under the Agreement on all previous interest payment dates at the Formula Rate minus (y) the aggregate amount of interest actually paid by the City on such unpaid principal amounts on such interest payment dates in accordance with the preceding provisions of this Paragraph. As used herein, "Prime Rate" with respect to the First National Bank of Chicago shall mean the corporate base rate of interest announced by the First National Bank of Chicago from time to time and with respect to Continental Illinois National Bank and Trust Company of Chicago, shall mean the rate per annum then most recently announced as its Prime Rate at its principal office in Chicago, Illinois.

If interest on the Interim Note is required to be included in the gross income of any holder for federal income tax purposes, the Interim Note shall bear interest as set forth in the Interim Note Financing Agreement hereinabove referred to.

As herein amended or modified, the Interim Note remains in full force and effect.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution, the statutes of the State of Illinois and Sections 7-75 to 7-79 of the Municipal Code of Chicago to exist, to have happened and to have been performed precedent to and in issuance of this amendment to the Interim Note, do exist, have happened and to have been performed in due time, form and manner as required by law, and that the issuance of this amendment to Interim Note does not violate any constitutional or statutory limitation or any limitation imposed by any existing Resolution or Ordinance heretofore adopted by the said City Council of the City of Chicago, Illinois.

In Witness Whereof, the City of Chicago, by its City Council, has caused this amendment to the Interim Note to be signed by its Mayor and by the City Comptroller of said City and to be attested by the City Clerk or Deputy City Clerk of said City, and the seal of said City to be affixed hereto, all as of the Date above specified.

CITY OF CHICAGO

By _____
Mayor

By _____
City Comptroller

ATTEST:

City Clerk

(City Seal)

ACKNOWLEDGED:

[Bank]

By _____

Its _____

Attest: _____

EXHIBIT B

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO INTERIM NOTE AMENDMENT ATTACHED TO AND FORMING
A PART OF INTERIM NOTE NUMBER _____ DATED _____

The Interim Note from the City of Chicago to _____ Number _____, dated _____ in the principal amount of \$ _____ ("Interim Note") issued pursuant to an Interim Note Financing Agreement dated December 28, 1977, as amended _____, 1982 (as hereby amended, the "Interim Note Financing Agreement") is hereby amended to increase the principal amount to \$ _____ and to bear interest as follows: From and after December 29, 1982 this Interim Note shall bear interest on the unpaid principal amount hereof from time to time outstanding until paid in full, such accrued interest payable quarter-annually on the _____ day of each _____, _____ and _____ hereafter and on the maturity date hereof, at a per annum rate equal to 70% of the payee Bank's Prime Rate (hereinafter defined) (the "Formula Rate"). The rate of interest to be borne by the Interim Note shall be adjusted automatically as of the opening of the payee Bank's business on the effective date of any change in the Prime Rate. Interest shall be computed for the actual number of days elapsed based on a year of 365 days. Notwithstanding the foregoing, if the amount of interest due at the Formula Rate on any interest payment date for the unpaid principal amount hereof (including the date of any prepayment in accordance with Paragraph 6 of the Interim Note Financing Agreement) would exceed the amount of interest which would be due on such date if such interest were calculated at a rate of 11 1/2% per annum, the such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date only at a rate of 11 1/2% per annum; provided however, that if the amount of interest due at the Formula Rate on any subsequent interest payment date for the unpaid principal amount of the Interim Note (including the date of any prepayment in accordance with Paragraph 6 of the Interim Note Financing Agreement) would be less than the amount of interest which would be due on such date if such interest were calculated at a rate of 11 1/2% per annum, then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date (and, if necessary, to any succeeding interest payment dates) at a rate such that the amount of interest payable on such current interest payment date will be equal to (i) the amount due based on the Formula Rate plus (ii) the maximum amount of the Interest Differential (hereinafter defined) which, when added to the amount specified in clause (i), would result in such unpaid principal amount bearing interest from such next preceding interest payment date at a rate not in excess of 11 1/2% per annum. With respect to the Interim Note, the term "Interest Differential" shall mean, at any interest payment date, an amount equal to the Interim Note's ratable share (based on the unpaid principal amounts of all Interim Notes then outstanding) of (x) the aggregate amount of interest which the City would have been required to pay on the unpaid principal amounts of all Interim Notes issued under the Agreement on all previous interest payment dates at the Formula Rate minus (y) the aggregate amount of interest actually paid by the City on such unpaid principal amounts on such interest payment dates in accordance with the preceding provisions of this Paragraph. As used herein, "Prime Rate" with respect to The First National Bank of Chicago shall mean the corporate base rate of interest announced by The First National Bank of Chicago from time to time and with

respect to Continental Illinois National Bank and Trust Company of Chicago, shall mean the rate per annum then most recently announced as its Prime Rate at its principal office in Chicago, Illinois.

If interest on the Interim Note is required to be included in the gross income of any holder for federal income tax purposes, the Interim Note shall bear interest as set forth in the Interim Note Financing Agreement hereinabove referred to.

As herein amended or modified this Interim Note remains in full force and effect.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution, the statutes of the State of Illinois and Sections 7-75 to 7-79 of the Municipal Code of Chicago to exist, to have happened and to have been performed precedent to and in issuance of this amendment to the Interim Note, do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this amendment to the Interim Note does not violate any constitutional or statutory limitation or any limitation imposed by any existing Resolution or Ordinance heretofore adopted by the said City Council of the City of Chicago, Illinois.

In Witness Whereof, the City of Chicago, by its City Council, has caused this amendment to the Interim Note to be signed by its Mayor and by the City Comptroller of said City and to be attested by the City Clerk or Deputy City Clerk of said City, and the seal of said City to be affixed hereto, all as of the date above specified.

CITY OF CHICAGO

By _____
Mayor

By _____
City Comptroller

ATTEST:

City Clerk

(CITY SEAL)

ACKNOWLEDGED:

[BANK]

By _____

Its _____

Attest: _____

**Filing of Amended Grant Application Authorized with USDOT, UMTA
and City for Funds Necessary for the O'Hare Rapid Transit
Extension in the Amount of \$3,000,000.00.**

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

WHEREAS, The U. S. Department of Transportation is authorized under the Urban Mass Transportation Act of 1964, as amended, to award grants to public agencies to aid in financing mass transportation projects; and

WHEREAS, By ordinance passed July 7, 1977, (C.J. 5533) the City Council authorized the design and construction of the O'Hare Rapid Transit Extension, and the expenditure of funds therefore; and

WHEREAS, By ordinance passed July 7, 1977, (C.J. 5474) the City Council authorized the issuance of \$12,000,000 of General Obligation Bonds for the purpose of paying the City's share of the cost of O'Hare Rapid Transit Extension; and

WHEREAS, By ordinances passed October 26, 1977, (C.J. 6176), October 20, 1978, (C.J. 8423), November 15, 1979, (C.J. 1252), October 2, 1980, (C.J. 4062), and March 6, 1981, (C.J. 5526), the City Council authorized subsequent contracts between the U. S. Department of Transportation and the City, under Section 3 of the Urban Mass Transportation Act of 1964, as amended, and between the Illinois Department of Transportation and the City for a total project cost of \$180,150,000, of which \$144,120,000 is the Federal share, \$33,480,000 is the State share and \$2,550,000 is the City share for the O'Hare Extension; and

WHEREAS, The Interstate Substitution Program was established on October 2, 1979, when the U. S. Secretary of Transportation approved a joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway. The O'Hare Rapid Transit Extension Project is included in the Interstate Substitution FY'83 Transportation Improvement Program approved by the Metropolitan Planning Organization; and

WHEREAS, By ordinance passed July 20, 1981, (C.J. 6563) the City Council authorized the execution of grant contracts between the City of Chicago and the U. S. Department of Transportation, and the City of Chicago and the Illinois Department of Transportation for the continuation of the O'Hare Rapid Transit Extension in an amount of \$15,800,000, bringing the total project cost to \$195,950,000, of which \$157,550,000 is the Federal share, \$35,850,000 is the State share and \$2,550,000 is the City share; and

WHEREAS, Additional funds are needed for the completion of the O'Hare Rapid Transit Extension Project; and

WHEREAS, Additional project costs for the completion of the O'Hare Rapid Transit Extension are in the amount of \$3,000,000, of which \$2,550,000 will be provided by the U. S. Department of Transportation and \$450,000 will be provided by the City of Chicago. This additional funding brings the total project cost to \$198,950,000, of which \$160,100,000 is the Federal share, \$35,850,000 is the State share and \$3,000,000 is the City share; and

WHEREAS, It is required by the U. S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964, and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file an amended application, on behalf of the City of Chicago, with the U. S. Department of Transportation for funds in the amount of \$3,000,000, of which \$2,550,000 (85%) will be provided by the Federal government and \$450,000 (15%) will be provided by the City of Chicago for the completion of the O'Hare Rapid Transit Extension.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance of any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality a contract pertaining to the amended grant application in the amount of \$2,550,000 between the U. S. Department of Transportation (UMTA) and the City of Chicago.

SECTION 4. That the City of Chicago is authorized to provide the local share of \$450,000 through funds provided by the issuance of general obligation bonds, designated "O'Hare Rapid Transit Extension Bonds, Series of 1977" dated July 1, 1977.

SECTION 5. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the O'Hare Rapid Transit Extension.

SECTION 7. That the Commissioner of Public Works is authorized to furnish such additional information, and execute and file assurances or other documents as the U. S. Department of Transportation may require in connection with the applications or agreements.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays--None.

**Execution of Agreement Authorized Between City and State for
Improvements on Canal, Monroe and Harrison Streets.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Canal Street between Madison Street and Lake Street, Monroe Street between Wacker Drive and Lake Shore Drive, and Harrison Street between Central Avenue and Kostner Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 198_, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Canal Street, Harrison Street and Monroe Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

WHEREAS, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

WHEREAS, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

WHEREAS, the City is proceeding with studies and engineering required for the Project; and

WHEREAS, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the construction engineering/supervision, contract construction, and force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay all submittals which required Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval for the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of surface removal, pavement base repairs and resurfacing of the existing roadways, reconstruction of deteriorated concrete curb and gutter, construction of sidewalk ramps for the handicapped at all intersections, replacement and/or repair of sidewalks where necessary, modernization of existing traffic control signals, adjustment of storm water drainage structures, pavement markings, traffic signing, and traffic signal modernization. All improvements to the roadway, sidewalks, signals and other facilities within the project limits will occur within the existing right-of-way.
12. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 1,850,000
Construction Engineering/Supervision	\$ 185,000
Force Account Construction	<u>\$ 700,000</u>
TOTAL	\$ 2,735,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$2,735,000)	\$ 2,324,750
Non-Federal Share (State) (15% of \$2,735,000)	<u>\$ 410,250</u>
TOTAL	\$ 2,735,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$451,275, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That standard Federal-Aid procedures and requirements shall apply to all phases of this project.
15. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays--None.

**Execution of Agreement Authorized Between City and State for
Improvement of Racine Ave. from 47th St. to 87th St.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Racine Avenue from 47th Street to 87th Street described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Racine Avenue between 47th Street and 87th Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979) as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Act of 1978 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all construction engineering/supervision and force account construction all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State, of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of resurfacing Racine Avenue between 47th Street and 87th Street including throat widening and traffic signal modernization at the intersections of Racine Avenue with: 87th, 83rd, 79th, 76th, 74th, 71st, 69th, 67th, 63rd, 59th, 55th and 51st Streets. The improvement also entails curb, gutter and sidewalk repairs, drainage and lighting repairs or replacement where necessary. In addition, traffic signals will be installed at the intersections of Racine Avenue with 81st and 57th Streets.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement is:

Contract Construction	\$ 3,200,000
Force Account Construction	\$ 2,110,000
Construction Engineering/Supervision	<u>\$ 320,000</u>
TOTAL	\$ 5,630,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the project will be:

Federal-Aid Share (FAU) (75.18% of \$5,630,000)	\$ 4,232,634
Non-Federal Share (State) (24.82% of \$5,630,000)	<u>\$ 1,397,366</u>
TOTAL	\$ 5,630,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$1,537,103, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes]

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

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

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

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

Nays--None.

**Execution of Agreement Authorized Between City and State for
Intersection Improvement of Washington Blvd. at
Pulaski Rd.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the intersection improvement of Washington Boulevard at Pulaski Road described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the intersection of Washington Boulevard at Pulaski Road, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with force account construction, construction engineering/supervision and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the realignment of Washington Boulevard at Pulaski Road. Included in this improvement is the placement of new curb and gutter, the placement of new areas of PCC base course along the new curb lines and the resurfacing of Washington Boulevard at its intersection with Pulaski Road. Traffic signals will be modernized where needed. Street lights and drainage structures will be relocated to compliment the new curb lines. Concrete islands and signal mounts will be removed from the intersection.

12. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 340,000
Force Account Construction	\$ 190,000
Construction Engineering/Supervision	<u>\$ 30,000</u>
TOTAL	\$ 560,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$560,000)	\$ 476,000
Non-Federal Share (State) (15% of \$560,000)	<u>\$ 84,000</u>
TOTAL	\$ 560,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) in final actual costs of the Project shall be limited to a maximum of \$92,400, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays--None.

**Execution of Agreement Authorized Between City, State and Chicago
Park District for Reconstruction of the Michigan Avenue Viaduct
Structure.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works, and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois and the Chicago Park District providing for the partial reconstruction of the Michigan Avenue structure between Monroe Street and Washington Street described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 198_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", the City of Chicago, acting through its Department of Public Works hereinafter called the "City" and the Chicago Park District hereinafter called the "Park District".

WITNESSETH:

Whereas, the State, the City and the Park District, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to partially reconstruct the Michigan Avenue structure between Monroe Street and Washington Street, hereinafter referred to as the "Project"; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State, the City and the Park District wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Act of 1978 or subsequent Federal legislation for the contract construction, force account construction and construction engineering/supervision of said Project; and

Whereas, the City and the Park District are proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Whereas, this structure is on or adjacent to the property owned and operated by the Park District;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Federal Share and the State share of the costs incurred in connection with the force account construction, construction engineering/supervision and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other actions.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, to provide all force account construction and to provide all construction engineering/supervision work, all in accordance with the established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the State and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years from and after final acceptance.

Now Be It Therefore Resolved, The Park District Hereto Agrees:

9. That the Park District shall be responsible for 100% of the cost of any work not eligible for Federal and/or State participation, and shall reimburse the City for these costs as work progresses.

Now Be It Therefore Resolved, The City and the State Hereto Mutually Agree:

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
12. That said Project generally consists of the removal of the asphalt wearing surface and rehabilitation of the deteriorated concrete roadway deck, curbs and sidewalks. Michigan Avenue in this area consists of a standard slab which acts as the roof over the Grant Park Garage. The existing electrical and drainage systems will be rehabilitated and a waterproofing membrane will be placed on the concrete roadway deck and overlaid by an asphalt wearing surface.

13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.

14. That the cost estimates of the Project covered herein are as follows:

Contract Construction	\$ 3,577,273
Force Account Construction	65,000
Construction Engineering/Supervision	<u>357,727</u>
TOTAL:	\$ 4,000,000
Federal-Aid Share (FAU) (75.18% of \$4,000,000)	\$ 3,007,200
Non-Federal Share (State) (24.82% of \$4,000,000)	<u>\$ 992,800</u>
TOTAL:	\$ 4,000,000

and that based upon said ratio, the State financial participation (referred to herein as the Non-Federal Share) in final actual costs of the Project shall be limited to a maximum of \$1,092,080, with any Non-Federal Share required in excess of that amount to be provided by the Park District or by Amendment to this Agreement.

15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the State, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 14.

16. That standard Federal-Aid procedures and requirements apply to all phases of this Project.

17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays--None.

**Execution of Agreement Authorized Between City and State for Improvement
of 55th Street Between Central and Western Avenues.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 55th Street between Central Avenue and Western Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 55th Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of surface removal, pavement base repairs and resurfacing of the existing roadway, throat widening at various intersections, replacement of deteriorated sidewalk and curb and gutter, construction of sidewalk ramps for the handicapped at all intersections, modernization of existing traffic control signals, relocation and/or adjustment of storm water drainage structures, pavement marking and traffic signing. All improvements will occur within the existing right-of-way.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 1,900,000
Force Account Construction	1,600,000
Construction Engineering/Supervision	<u>190,000</u>
TOTAL	\$ 3,690,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$3,690,000)	\$ 3,136,500
Non-Federal Share (State) (15% of \$3,690,000)	<u>553,500</u>
TOTAL	\$ 3,690,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$608,850, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays--None.

**Execution of An Amendment to an Agreement Authorized Between City
and State for Twelve Intersection Improvements
at Specified Locations.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the 12 Intersection Improvements, described therein, said agreement to be substantially in the following form:

Whereas, on September 15, 1982, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 12126, 12127, 12128 and 12129) to improve 12 intersections; and

Whereas, Page 1 of the aforementioned Agreement contains the City, the State and the Federal project designations; and

Whereas, Numbered Paragraph 13 of the aforementioned Agreement contains the estimate of cost and the division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of changing certain project designations, revising the estimates of cost and increasing the upper limit of State participation in the Project.

Now, Therefore, Be It Agreed that the Page 1 project designations be revised to read as follows:

CITY-STATE PROJECT AGREEMENT
12 INTERSECTION IMPROVEMENTS

FEDERAL PROJECT NO: M-5000(336)
CITY SECTION NO: 82-B1055-01-CH
STATE JOB NO: C-88-037-81
DPW PROJECT NO: B-1-055

1. 51st Street (FAU 1501) at Kedzie Avenue.
2. 51st Street (FAU 1501) at California Avenue.
3. 51st Street (FAU 1501) at Damen Avenue.
4. 51st Street (FAU 1501) at Loomis Boulevard.
5. 51st Street (FAU 1501) at Morgan Street.
6. 79th Street (FAU 1548) at Loomis Boulevard.

7. 83rd Street (FAU 1548) at Loomis Boulevard.
8. 83rd Street (FAU 1548) at Morgan Street.
9. 83rd Street (FAU 1548) at Halsted Street.
10. State Street (FAU 2907) at 107th Street.
11. State Street (FAU 2907) at 111th Street.
12. State Street (FAU 2907) at 115th Street.

Be It Further Agreed that Numbered Paragraph 13 be revised to read as follows:

13.	Contract Construction	\$ 2,200,000
	Force Account Construction	\$ 2,000,000
	Construction Engineering/Supervision	<u>\$ 300,000</u>
	TOTAL:	\$ 4,500,000

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

Federal-Aid Urban (75.18% of \$4,500,000)	\$ 3,383,100
Non-Federal Funds (State) (24.82% of \$4,500,000)	<u>\$ 1,116,900</u>
TOTAL:	\$ 4,500,000

and that the State's participation in final actual costs of the Project is limited to a maximum of \$1,228,590, with any Non-Federal share required in excess of that amount to be provided by the City.

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

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

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays--None.

**Execution of Amendment to Agreement Authorized
Between City and State for Cicero Av./Marquette
Rd. Combined Sewer Connector (Phase I).**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the construction of the Cicero Avenue/Marquette Road Combined Sewer Connector (Phase I) described therein, said agreement to be substantially in the following form:

Whereas, on _____, 198__, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to construct Phase I of the Cicero Avenue/Marquette Road Combined Sewer Connector hereinafter called the "Project"; and

Whereas, on October 15, 1982, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 12910, 12911, 12912, and 12913); and

Whereas, the City and the State are desirous of clarifying the cost participation in the Project.

Whereas, the modification will not increase/decrease the originally agreed to Federal, State or City shares.

Now, Therefore, Be It Agreed, that the Numbered Paragraph 16 of the original City/State Agreement be revised to read as follows:

16. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction	\$ 3,700,000
Construction Engineering/Supervision	370,000
Force Account Construction	<u>630,000</u>
TOTAL	\$ 4,700,000

and that based upon the unit prices in the contract as awarded and the method of participation as outlined in Exhibit "B" (attached hereto and made a part hereof), the proportional participation for the Project will be:

	FEDERAL (IX) SHARE		NON-FEDERAL SHARE		TOTAL
	City	Suburban	City	Suburban	
*Sewer Items (Combined Sewer)	80.325% (3,012,187)	4.675% (175,313)	13.410% (502,875)	1.590% (59,625)	100.000% (3,750,000)
Roadway Items (Street Restoration)	85.000% (807,500)	-- --	15.000% (142,500)	-- --	100.000% (950,000)
TOTALS	3,819,687	175,313	645,375	59,625	4,700,000

*Including all construction engineering/supervision and utility force account construction.

Note: All costs are estimated -- percentages shown shall be used to determine actual participation. Pay items in each category will be so indicated in the contract plans.

and that based upon said participation estimates, the State financial participation shall be limited to a maximum of \$66,558 with any Non-Federal share required in excess of that amount to be provided by the City, or by an Amendment to this Agreement. Suburban IX Federal funds and City IX Federal funds, and the State share and the City shares, shall be billed by the percentages shown above, but prior to close-out of this project, all charges shall be adjusted to reflect actual costs based on the costs allocation method shown in Exhibit "B".

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

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

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

Signature forms omitted for printing purposes.]

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

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

[Exhibit "B" printed on pages 14057 thru 14058 of this Journal.]

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

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

Nays--None.

EXHIBIT B
SERVICE AREA COST
DISTRIBUTION

A.) Highway Purposes (HP)

1. AC for Combined sewer area = 390 acres x 0.55 = 214.50
2. AC for Highway service area.
 in the City of Chicago = 12.68 acres x 0.87 = 11.03
 outside the City of Chicago = 4.09 acres x 0.90 = 3.68
 Central Ave. future outside = 9.48 acres x 0.85 = 8.06
3. Estimated cost of combined sewer*

Marquette Rd.-Kenneth to Cicero	\$ 885,000.00
Knox Ave.-Marquette to 64th St.	\$ 1,125,000.00
64th St.-Knox to LaCrosse	\$ 740,000.00
Subtotal	\$ 2,750,000.00
4. Utility Relocation Subtotal \$ 630,000.00
5. Construction Supervision Subtotal \$ 370,000.00
6. Highway Purposes (HP)
 Estimated Total Cost (Items 3-5) = \$ 3,750,000.00

*Includes the cost and installation of the combined sewer, bedding, trenching, sheeting and backfilling to grade.

Resp.	Ratio Hwy AC/Total Serv.Area x C	x	Est. Const.Cost. (\$3,750,000.00)	x	Match %	=	Estimated Participation
State	0.051				0.15		\$ 28,687.50
City IX					0.85		\$ 162,562.50
State *	0.017				0.15		\$ 9,562.50
Sub. IX					0.85		\$ 54,187.50
State **	0.038				0.15		\$ 21,375.00
Sub. IX					0.85		\$ 121,125.00
HP Subtotal							\$ 397,500.00

* Portion of Cicero Avenue

** Central Avenue

B. Supplemental Funding (SF-Estimated Cost)

1. Combined sewer*

Marquette Road-Kenneth to Cicero -	\$ 885,000.00
Knox Ave.-Marquette to 64th St. -	\$ 1,125,000.00
64th St.-Knox to LaCrosse -	\$ 740,000.00
Subtotal	\$ 2,750,000.00

* Includes the cost and installation of the combined sewer, bedding trenching, sheeting, and backfilling to grade.

2. Street restoration

Marquette Rd.-Kenneth to Cicero	\$ 350,000.00
Knox Ave.-Marquette to 64th Street	\$ 330,000.00
64th Street-Knox to LaCrosse	\$ 270,000.00
Subtotal	\$ 950,000.00

3. Utility relocation	Subtotal	\$ 630,000.00
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4. Construction supervision	Subtotal	\$ 370,000.00
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5. Est. total cost (Item 1-4) =	\$ 4,700,000.00
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SF = \$ 4,700,000.00-HP

SF = \$ 4,700,000 - \$ 397,500.00 = \$ 4,302,500.00

City IX = \$ 4,302,500.00 x 0.85 = \$ 3,657,125.00

City match (local) = \$ 4,302,500.00 x 0.15 = \$ 645,375.00

SF = \$ 4,302,500.00

C. Estimated Funding Summary

Federal Share	
Suburban	\$ 175,312.50
City	\$ 3,819,687.50
State Share	\$ 59,625.00
City Share	\$ 645,375.00

Total Est. Cost \$ 4,700,000.00

**Amendatory Ordinance Authorizing Execution of First Supplemental
Loan and Security Agreement and Trust Indenture Between
City of Chicago, The Harrington and King
Perforating Company, Inc. and
American National Bank**

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

WHEREAS, The City of Chicago, Illinois (the "Issuer") has issued its \$1,500,000 principal amount Industrial Development Revenue Bond, Series 1982 (The Harrington and King Perforating Co., Inc. Project) (the "Series 1982 Bond"), pursuant to a certain Trust Indenture dated as of April 1, 1982 (the "Original Indenture"), by and between the Issuer and American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, The proceeds of the Series 1982 Bond have been loaned by the Issuer to The Harrington and King Perforating Co., Inc., a corporation organized under the laws of the State of Illinois (the "Borrower"), pursuant to a Loan and Security Agreement dated as of April 1, 1982 (the "Original Loan Agreement"), by and between the Issuer and the Borrower, for the purpose of financing the cost of certain Improvements, as set forth in the Original Loan Agreement and in the Original Indenture; and

WHEREAS, The Borrower desires to apply a portion of the proceeds of the Series 1982 Bond to the acquisition and installation of a certain Brueck ring frame perforating press, model PZSH and a slug blowing out unit with blower (collectively, the "Brueck Press") instead of the new "300-Ton 60" wide Soenen Press with ram lift and Indramat A-C feet system (collectively, the "Soenen Press") specified in the Original Loan Agreement; and

WHEREAS, In order to permit the application of a portion of the proceeds of the Series 1982 Bond to the acquisition and installation of the Brueck Press, it is necessary that the Original Indenture and the Original Loan Agreement be amended and supplemented by a First Supplemental Trust Indenture (the "First Supplemental Trust Indenture"), by and between the Issuer and the Trustee, and a First Supplemental Loan and Security Agreement (the "First Supplemental Loan Agreement"), by and between the Issuer and the Borrower; and

WHEREAS, Forms of the First Supplemental Indenture and the First Supplemental Loan Agreement have been prepared and presented to this meeting; now, therefore,

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

SECTION 1. The forms, terms and provisions of the proposed First Supplemental Loan Agreement and First Supplemental Indenture are hereby in all respects approved, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute and deliver the First Supplemental Loan Agreement and the First Supplemental Indenture in the name and on behalf of the Issuer. The First Supplemental Loan Agreement and First Supplemental Indenture, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein 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 First Supplemental Loan Agreement and the First Supplemental Indenture before this meeting; and from and after the execution and delivery of the First Supplemental Loan Agreement and the First Supplemental Indenture the officers, agents and employees of the Issuer are hereby authorized, and powered and directed, to do all such things and acts 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 First Supplemental Loan Agreement and the First Supplemental Indenture as executed.

SECTION 2. All ordinances, orders and resolutions and parts thereof and 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.

[First Supplemental Loan and Security Agreement and First Supplemental Trust Indenture are printed on pages 14061 through 14082 of this Journal]

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

Yeas--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The Committee on Finance submitted three 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 of Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

Nays--None.

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

Police Department/Beat Representative Program.
(No. 121 E. 111th St.)

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 Jacob B. Thompson, for approximately 1,070 square feet of office space located at No. 121 E. 111th Street, for use by the Department of Police; such lease to be approved by the Superintendent 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 14083 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:

(Continued on page 14084)

FIRST SUPPLEMENTAL LOAN AND SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL LOAN AND SECURITY AGREEMENT, made and entered into as of December 1, 1982, by and between the CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation and home rule unit of local government under Section 6 of Article VII of the 1970 Illinois Constitution (the "Issuer"), and THE HARRINGTON & KING PERFORATING CO., INC., a corporation organized under the laws of the State of Illinois (the "Borrower"):

W I T N E S S E T H:

WHEREAS, the Issuer and the Borrower have entered into a certain Loan and Security Agreement (the "Original Loan Agreement"), dated as of April 1, 1982; and

WHEREAS, the Issuer has heretofore issued its \$1,500,000 Industrial Development Revenue Bond, Series 1982 (The Harrington & King Perforating Co., Inc. Project) (the "Series 1982 Bond") for the purpose of financing the cost of the acquisition, construction and installation of certain Improvements described in the Original Loan Agreement and in the Original Indenture, as defined below; and

WHEREAS, the Borrower desires to apply a portion of the proceeds of the Series 1982 Bond to the acquisition and installation of a Brueck ring frame perforating press, model PZSH and a slug blowing out unit (collectively, "the Brueck Press") instead of a new 300-Ton 60" wide Soenen press with ram lift and Indramat A-C feed system (collectively, the "Soenen Press"); and

WHEREAS, the Issuer and the Borrower, with the approval of the holder of the Series 1982 Bond, wish to amend the definition of the term "Improvements" contained in the Original Loan Agreement so as to permit the application of a portion of the Series 1982 Bond proceeds to the acquisition and installation of the Brueck Press rather than to the acquisition and installation of the Soenen Press:

NOW THEREFORE, in consideration of the premises and the covenants and undertakings herein expressed, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions

Section 1.1. Additional Definitions. The following additional words and terms as used in this First Supplemental Loan and Security Agreement shall have the following meanings herein unless the context or use indicates another or different meaning or intent:

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

"First Supplemental Loan Agreement" means this First Supplemental Loan and Security Agreement dated as of December 1, 1982, by and between the Issuer and the Borrower.

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

"Original Loan Agreement" means the Loan and Security Agreement dated as of April 1, 1982, by and between the Issuer and the Borrower.

Section 1.2. Definitions in Original Loan Agreement.
In addition to the words and terms herein defined, the words and terms defined in the Original Loan Agreement shall have the meanings as defined therein when used herein unless the context clearly indicates otherwise and except as provided in Section 3.1 hereof.

ARTICLE II

Representations

Section 2.1. Representations and Agreements of the Borrower. The Borrower represents and agrees as the basis for the undertakings on its part herein contained:

(a) The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, has the necessary power to enter into this First Supplemental Agreement and by proper corporate action has been duly authorized to execute and deliver this First Supplemental Agreement. This First Supplemental Agreement has been duly executed and delivered by duly authorized officers of the Borrower and is the legal, valid, binding and enforceable obligation of the Borrower.

(b) The Borrower will cause the Brueck Press to be used in the manufacture of perforated materials and related activities through the date on which all of the Bonds are no longer outstanding under the Indenture.

(c) Neither the execution and delivery of this First Supplemental Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this First Supplemental Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-Laws of the Borrower or any other agreement or instrument to which the

Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or, except as provided in this First Supplemental Loan Agreement, results in the creation or imposition of any lien whatsoever upon any of the property of the Borrower under the terms of any instrument or agreement.

(d) The Borrower is the lawful owner of the Project Real Estate free and clear of all liens and encumbrances except Permitted Encumbrances.

(e) The Brueck Press constitutes and will constitute property of a character subject to the allowance for depreciation under Section 167 of the Code, and substantially all expenditures for the Brueck Press will be charged to a capital account for federal income tax purposes.

(f) None of the proceeds of the Bonds will be used to provide inventory or working capital for the Borrower within the meaning of Section 103(b) of the Code.

(g) The Project, as presently designed, complies with each presently applicable rule, regulation and law of all applicable Governmental Authorities.

(h) All certificates, licenses, permits, authorizations and approvals from any Governmental Authority and from any other persons necessary for the acquisition, construction and installation of the Brueck Press and use of the Project for the purposes contemplated herein have been obtained and are in full force and effect.

(j) All utility services necessary for the acquisition, construction and installation of the Brueck Press and the operation of the Project for their intended purposes are available at the Project Real Estate, and the providing of such utility services shall not be subject to the consent or withholding of objection of any Governmental Authority.

(k) All roads necessary for the full utilization of the Project for its intended purpose have been completed or the necessary rights-of-way therefor have been acquired by the appropriate Governmental Authority or have been dedicated to public use and accepted by said Governmental Authority, and all necessary steps have been taken by the Borrower and said Governmental Authority to assure the timely and complete construction and installation thereof.

(l) Pursuant to Section 1103 of the Original Indenture, the Borrower hereby consents to the execution and delivery of the First Supplemental Indenture and waives all requirements of prior notice under said Section.

ARTICLE III

Amendment to Original Loan Agreement

Section 3.1. Amendment to Exhibit B. It is the intention of the parties hereto that for all purposes the Soenen Press be deleted from the definition of "Improvements" and the Brueck Press be substituted for the Soenen Press within the definition of "Improvements," thereby permitting the application of a portion of the proceeds of the Series 1982 Bond to the cost of acquiring and installing the Brueck Press within the Building. Accordingly, the parties hereto covenant and agree that Exhibit B to the Original Loan Agreement is hereby deleted and Exhibit B attached hereto is hereby substituted in lieu thereof.

ARTICLE IV

Miscellaneous Provisions

Section 4.1. Recording and Filing . The Borrower hereby grants to the Trustee a security interest in the Brueck Press and all additions and accessions thereto and all substitutions and replacements therefor and all products and proceeds thereof, whether cash or non-cash. The security interest of the Trustee in the Brueck Press shall be perfected by the filing of financing statements which fully comply with the Illinois Uniform Commercial Code - Secured Transactions.

Section 4.2. Original Loan Agreement Confirmed. Except as supplemented and amended by this First Supplemental Loan Agreement, all of the provisions of the Original Loan Agreement shall remain in full force and effect, and from and after the execution and delivery of this First Supplemental Loan Agreement the Original Loan Agreement shall be supplemented and amended in accordance with this First Supplemental Loan Agreement.

Section 4.3. Severability. In the event that any section, paragraph or provision of this First Supplemental Loan Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this First Supplemental Loan Agreement.

Section 4.4. Execution in Counterparts. This First Supplemental Loan Agreement may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 4.5. Captions. The captions or headings in this First Supplemental Loan Agreement are for convenience only

and in no way define, limit or describe the scope or intent of any of the provisions hereof or of the Original Loan Agreement.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this First Supplemental Loan Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

THE HARRINGTON & KING PERFORATING
CO., INC.

By _____
President

(SEAL)

ATTEST:

By: _____
Secretary

ACCEPTANCE OF SECURITY INTEREST

American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee under the Trust Indenture dated as of April 1, 1982 by and between the City of Chicago, Illinois and said Trustee, as amended by a First Supplemental Trust Indenture dated as of December 1, 1982, hereby accepts the security interest granted to the Trustee in the foregoing First Supplemental Loan and Security Agreement.

Dated as of December 1, 1982.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Trustee

By _____

(SEAL)

Attest:

By _____

CONSENT OF BONDHOLDER

American National Bank and Trust Company of Chicago, Chicago, Illinois, hereby certifies that it is the registered owner of the Series 1982 Bond described in the foregoing First Supplemental Loan and Security Agreement, hereby consents to the execution and delivery of the foregoing First Supplemental Loan and Security Agreement and hereby waives all requirements of prior notice set forth in Section 1202 of the Trust Indenture securing said Series 1982 Bond.

Dated as of December 1, 1982.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as registered owner

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by Jane M. Byrne and Walter S. Kozubowski, who are, respectively, Mayor and City Clerk of the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of local government under Section 6 of Article VII of the 1970 Illinois Constitution, on behalf of said municipal corporation.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1982, by Gordon E. Steil and E.
E. Woeltje, who are, respectively, President and Secretary of The
Harrington & King Perforating Co. Inc., a corporation organized
under the laws of the State of Illinois, on behalf of said corpo-
ration.

Notary Public in and for
Cook County, Illinois

(SEAL)

My Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1982, by _____ and
_____ who are, respectively, _____
and _____ of American National Bank and Trust Company
of Chicago, Chicago, Illinois, as Trustee, on behalf of said bank.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this ____ day of _____, 1982, by _____, who
is _____ of American National Bank and Trust Company
of Chicago, Chicago, Illinois, on behalf of said bank.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires: _____

EXHIBIT B

DESCRIPTION OF THE IMPROVEMENTS

	Estimated Cost
1) Purchase of new Soenen Sectional Press	\$ 975,000
A - Foundation	32,000
B - Access door and ramp to Waller Avenue	6,000
C - Mechanical installation	25,000
D - Electrical installation	10,000
E - New jib crane	10,000
F - Relocate interfering machines and equipment	5,000
2) Provide new lunchroom facility	10,000
3) New offices for Plant Superintendent and First Aid	6,000
4) New shop offices for Light and Heavy Roller Foremen	7,500
5) Paint fire sprinkler, water tank and support	4,000
6) New central storeroom in Plant #2	3,500
7) New die storage room in Plant #2	1,500
8) Replace sidewalks - North side of Fillmore Street	10,000
9) Pavement repairs to Fillmore Street	25,000
10) Increase capacity of Receiving Dept crane and runway to handle 20,000 pound coils	275,000
11) Upgrade the Plant #1 office air conditioning	21,000
12) 1982 roof repairs, Plant #1 and #2	35,000
13) Convert two bays of 230 volt presses to 480 volts	10,000
14) Convert the 230 volt machines in Tool Room to 480 volts	8,500
15) Relocate #13 Light Roller press to Plant #2	3,500
16) Purchase shelving and drawer cabinets, Maintenance Stores	2,000
Total	\$1,485,500

	1982	1983	1984
1) Add a programmable controller and hydraulic skip feed to #22-Roller.	\$ 9,350	\$ 10,285	
2) Revamp press for hydraulic clamping of tool set to speed up setups.	#25-Roller 6,050	#17-#24-Roller 13,200	#28-#26-Roller \$14,300
3) Add a new A-C Indramat feed with programmable controller to #26-Roller.	42,500		
4) New 20,000 pound coil winder with coil car and traveling reel with overarm separators, all hydraulic operated for rewinding multiple coils.	32,000	35,200	38,720
5) New American steel line coil winder for scrap 1,000 pound capacity.	1,819	2,000	2,200
6) New tensioning roll stand for rewinding coils behind press for rewinding multiple coils.	2,500	2,750	3,025
7) New 100-Ton straight slide press 30" x 96" bed area Verson for the Finishing Department to replace outdated O.B. presses.	105,000	112,350	
8) New 50-Ton 30" wide tin press with an Indramat A-C feed system.		121,000	133,100
9) Brueck ring frame perforating press, model PZSH 400/1650 and slug blowing out unit blower		472,806	
10) Rebuild our Bertsch bending roll and rolls.	8,000	8,560	9,160
11) Motorize #3-RR press only.	5,000	5,400	
12) Motorize #6-RR press only.	12,000	12,850	
13) Six Stauff hydraulic feeds with programmable controls to upgrade six presses.	<u>210,000</u>		
TOTAL	\$884,219	\$796,401	\$647,015

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, made and entered into as of December 1, 1982, by and between the CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation and home rule unit of local government under Section 6 of Article VII of the 1970 Illinois Constitution (the "Issuer"), party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, under and by virtue of laws of the United States of America, as Trustee (the "Trustee"), party of the second part;

WITNESSETH:

WHEREAS, the Issuer and the Trustee have entered into a certain Trust Indenture (the "Original Indenture"), dated as of of April 1, 1982; and

WHEREAS, pursuant to the Original Indenture the Issuer has heretofore issued its \$1,500,000 Industrial Development Revenue Bond, Series 1982 (The Harrington & King Perforating Co., Inc. Project) (the "Series 1982 Bond") and loaned the proceeds thereof to The Harrington & King Perforating Co., Inc., a corporation organized under the laws of the State of Illinois (the "Borrower"), pursuant to a Loan and Security Agreement dated as of April 1, 1982 (the "Original Loan Agreement"), by and between the Issuer and the Borrower, for the purpose of financing the acquisition, construction and installation of certain Improvements described in the Original Loan Agreement and the Original Indenture; and

WHEREAS, the Borrower desires to apply a portion of the proceeds of the Series 1982 Bond to the acquisition and installation of a Brueck ring frame perforating press, model PZSH and a slug blowing out unit (collectively, the "Brueck Press") instead of a new 300-Ton 60" wide Soenen press with ram lift and Indramat A-C feed system (collectively, the "Soenen Press"); and

WHEREAS, the Issuer and the Trustee, with the approval of the holder of the Series 1982 Bond, wish to amend the definition of the term "Improvements" contained in the Original Indenture so as to permit the application of a portion of the Series 1982 Bond proceeds to the acquisition and installation of the Brueck Press rather than to the acquisition and installation of the Soenen Press:

NOW, THEREFORE, in consideration of the premises and the covenants and undertakings herein expressed, the parties hereto covenant and agree as follows:

ARTICLE I

Terms Used Herein; Additional Definitions

Section 101. Definitions. The words and terms used in this First Supplemental Indenture which are defined in the First Supplemental Loan Agreement shall have the meanings set forth in the First Supplemental Loan Agreement unless the context or use indicates another or different meaning or intent.

Section 102. Definitions in Original Indenture and Original Loan Agreement. In addition to the words and terms herein defined, the words and terms defined in the Original Indenture and the Original Loan Agreement shall have the meanings as defined therein when used in this document unless the context clearly indicates otherwise and except as provided in Section 201 hereof.

ARTICLE II

Amendment to Original Indenture

Section 201. Amendment to Exhibit B. It is the intention of the parties hereto that for all purposes the Soenen Press be deleted from the definition of "Improvements" and the Brueck Press be substituted for the Soenen Press within the definition of "Improvements," thereby permitting the application of a portion of the proceeds of the Series 1982 Bond to the cost of acquiring and installing the Brueck Press within the Building. Accordingly, the parties hereto covenant and agree that Exhibit B to the Original Indenture is hereby deleted and Exhibit B attached hereto is hereby substituted in lieu thereof.

ARTICLE III

Miscellaneous Provisions

Section 301. Original Indenture Confirmed. Except as supplemented and amended by this First Supplemental Indenture, all of the provisions of the Original Indenture shall remain in full force and effect, and from and after the execution and delivery of this First Supplemental Indenture the Original Indenture shall be supplemented and amended in accordance with this First Supplemental Indenture.

Section 302. Severability. In the event that any section, paragraph or provision of this First Supplemental Indenture shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforce-

December 15, 1982

ability of the remaining provisions of this First Supplemental Indenture.

Section 303. Execution in Counterparts. This First Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 304. Captions. The captions or headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof or of the Original Indenture.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused these presents to be signed in their respective names and behalf by their duly authorized officers and have affixed their respective corporate seals.

CITY OF CHICAGO, ILLINOIS

(SEAL)

By _____

Mayor

Attest:

City Clerk

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Trustee

(SEAL)

By _____

Attest:

By _____

CONSENT OF BONDHOLDER

American National Bank and Trust Company of Chicago, Chicago, Illinois hereby certifies that it is the registered owner of the Series 1982 Bond described in the foregoing First Supplemental Indenture, hereby consents to the execution and delivery of the foregoing First Supplemental Indenture and hereby waives all requirements of prior notice set forth in Section 1102 of the Trust Indenture securing the Series 1982 Bond.

Dated as of December 1, 1982.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as registered owner

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by Jane M. Byrne and Walter S. Kozubowski who are, respectively, Mayor and City Clerk of the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of local government under Section 6 of Article VII of the 1970 Illinois Constitution, on behalf of said municipal corporation.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1982, by _____
and _____ who are, respectively, _____
and _____ of American National Bank and Trust Company of
Chicago, Chicago, Illinois, on behalf of said bank.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COCK)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1982, by _____, who
is of American National Bank and Trust Company of Chicago, Chicago,
Illinois, on behalf of said bank.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires:

EXHIBIT 3

DESCRIPTION OF THE IMPROVEMENTS

	Estimated Cost
1) Purchase of new Soenen Sectional Press	\$ 975,000
A - Foundation	32,000
B - Access door and ramp to Waller Avenue	6,000
C - Mechanical installation	25,000
D - Electrical installation	10,000
E - New jib crane	10,000
F - Relocate interfering machines and equipment	5,000
2) Provide new lunchroom facility	10,000
3) New offices for Plant Superintendent and First Aid	6,000
4) New shop offices for Light and Heavy Roller Foremen	7,500
5) Paint fire sprinkler, water tank and support	4,000
6) New central storeroom in Plant #2	3,500
7) New die storage room in Plant #2	1,500
8) Replace sidewalks - North side of Fillmore Street	10,000
9) Pavement repairs to Fillmore Street	25,000
10) Increase capacity of Receiving Dept crane and runway to handle 20,000 pound coils	275,000
11) Upgrade the Plant #1 office air conditioning	21,000
12) 1982 roof repairs, Plant #1 and #2	35,000
13) Convert two bays of 230 volt presses to 480 volts	10,000
14) Convert the 230 volt machines in Tool Room to 480 volts	8,500
15) Relocate #13 Light Roller press to Plant #2	3,500
16) Purchase shelving and drawer cabinets, Maintenance Stores	\$ 2,000
Total	\$1,485,500

	1982	1983	1984
1) Add a programmable controller and hydraulic skip feed to #22-Roller.	\$ 9,350	\$ 10,285	
2) Revamp press for hydraulic clamping of tool set to speed up setups.	#25-Roller 6,050	#17-#24-Roller 13,200	#28-#26-Roller \$14,300
3) Add a new A-C Indramat feed with programmable controller to #26-Roller.	42,500		
4) New 20,000 pound coil winder with coil car and traveling reel with overarm separators, all hydraulic operated for rewinding multiple coils.	32,000	35,200	38,720
5) New American steel line coil winder for scrap 1,000 pound capacity.	1,819	2,000	2,200
6) New tensioning roll stand for rewinding coils behind press for rewinding multiple coils.	2,500	2,750	3,025
7) New 100-Ton straight slide press 30" x 96" bed area Verson for the Finishing Department to replace outdated O.B. presses.	105,000	112,350	
8) New 50-Ton 30" wide tin press with an Indramat A-C feed system.		121,000	133,100
9) Brueck ring frame perforating press, model PZSH 400/1650 and slug blowing out unit blower		472,806	
10) Rebuild our Bertsch bending roll and rolls.	8,000	8,560	9,160
11) Motorize #3-RR press only.	5,000	5,400	
12) Motorize #6-RR press only.	12,000	12,850	
13) Six Stauff hydraulic feeds with programmable controls to upgrade six presses.	<u>210,000</u>		
TOTAL	\$884,219	\$796,401	\$647,015

12

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Jacob B. Thompson_____, 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 1,070 square feet of office space located at 121 East 111th Street for the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1983, and ending on the 28th day of February A. D. 1986. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor addressed as 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~~

Jacob B. Thompson, 523 W. 111th St., Chicago, IL 60628 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider "A" Attached

~~Hereto and Made a Part Hereof~~ See Rider "B" Attached Hereto and Made a Part Hereof ~~For Rental Provision~~

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

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at 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 Lessor-Lessee Responsibilities

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 for printing purposes.

(Continued from page 14060)

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send 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, 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 location.

RIDER "B"

Rental Payment Provision

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

Two Hundred Ninety-five and no/100 (\$295.00) Dollars per month for the period beginning March 1, 1983 and ending February 29, 1984;

Three Hundred Five and no/100 (\$305.00) Dollars per month for the period beginning March 1, 1984 and ending February 28, 1985;

Three Hundred Fifteen and no/100 (\$315.00) Dollars per month for the period beginning March 1, 1985 and ending February 28, 1986.

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 when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain interior and exterior of the building, including all mechanical components.

Provide air conditioning and maintain air conditioning in good operable condition.

Comply with all the provisions of the Municipal Building Codes.

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

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said premises.

Provide and pay for exterminator services on a monthly basis, or more often if required.

During the term of this lease shall provide and maintain at all times Public Utility Insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a Certificate of Insurance for said coverage prior to lease execution. 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.

Pay real estate taxes and other levies assessed against improved real property within deadlines by the respective governmental bodies.

Permit any other City department or agency during term of this lease to use or occupy said premises as administrative office. Said usage to be consistent with terms and conditions in said lease, upon approval in writing by Lessor.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for janitorial service as required.

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises.

Provide and pay for its own custodial services.

Additional Terms and Conditions:

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

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 thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee at its own option may make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and the 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.

Federal funds clause:

It is mutually agreed and understood by and between 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 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.

—
*Police Department/Beat Representative Program.
(No. 5859 W. Division St.)*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Joseph Realty Corporation, for approximately 1,140 square feet of office space located at No. 5859 W. Division Street, for use by the Department of Police, such lease to be approved by the Superintendent 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 14086 of this Journal]

(Continued on page 14087)

December 15, 1982

Form C. O. No. 1B

City of Chicago

his Agreement.

Made this _____ day of _____

A. D. 19 _____, between Joseph Klesken/Joseph Realty Corporation_____, 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 1,140 square feet of office space located at 5859 West Division Street for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 83, and ending on the 31st day of December A. D. 1985. Lessee 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 Joseph Klesken, Joseph Realty, 44 West Madison, Oak Park, Ill. 60302 at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider "A" Attached Hereto and Made a Part Hereof
For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof
payable in advance on the first day of each calendar month by the office of the City Comptroller. 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 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 for printing purposes

(Continued from page 14085)

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 Lessee, it shall be necessary to send 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, Real Estate, Comptroller's Office, No. 205 West 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 location.

RIDER "B"

Rental Payment Provision

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

Three Hundred Fifty and no/100 (\$350.00) Dollars per month for the period beginning January 1, 1983 and ending December 31, 1983;

Three Hundred Fifty-five and no/100 (\$355.00) Dollars per month for the period beginning January 1, 1984 and ending December 31, 1984;

Three Hundred Sixty and no/100 (\$360.00) Dollars per month for the period beginning January 1, 1985 and ending December 31, 1985.

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 air conditioning units and maintain said air conditioning units in good operable condition

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition

Maintain interior and exterior of the building, including all mechanical components

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises

Provide and pay for hot and domestic water and maintain plumbing in good operable condition

During the term of this lease shall provide and maintain at all times public liability insurance in the amount of \$300,000 per occurrence and \$300,000 aggregate bodily injury and \$300,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the 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

Pay real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental bodies

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air conditioning

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises

Provide and pay for its own custodial services

Additional Terms and Conditions:

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

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 or negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee at its own option may make the necessary repairs or supply the maintenance or service 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.

Federal Funds Clause:

It is mutually agreed and understood by and between 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 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.

*Department of Streets and Sanitation.
(Nos. 1248-1250 W. Washington St.)*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Gus N. Rentas and William N. Rentas, for approximately 19,990 square feet of garage space and approximately 7,843 square feet of fenced vacant land at Nos. 1248-1250 W. Washington Street for use by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of Streets and Sanitation 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 14089 of this Journal]

(Continued on page 14090)

3016

Form C. O. No. 1B

City of Chicago

his Agreement,

Made this _____ day of _____

A. D. 19 _____ between Gus N. Rentas and William N. Rentas

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 19,990 square feet of garage space and 7,843 square feet of fenced vacant land for a total of approximately 27,833 square feet located at 1248-50 West Washington Street to be used by the Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November or date of occupation whichever occurs later.
A. D. 19 82 and ending on the 31st day of October A. D. 19 87.

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 Nickolas Rentas, 1451 N. Austin, Chicago, IL 60651 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider "A" Attached Hereto and Made A Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provision 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 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 Lessor-Lessee Responsibilities

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 for printing purposes.

(Continued from page 14088)

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 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, 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 location.

RIDER "B"

Rental Payment Provision

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

Five Thousand Four Hundred Ninety-seven and 25/100 (\$5,497.25) Dollars per month for the period beginning November 1, 1982 or date of occupation whichever occurs later (with rent prorated if occupation commences on any day other than the 1st day of the month) and ending October 31, 1983;

Five Thousand Seven Hundred Sixty-three and 78/100 (\$5,763.78) Dollars per month for the period beginning on the 1st day of November, 1983 and ending October 31, 1984;

Six Thousand Forty-seven and 31/100 (\$6,047.31) Dollars per month for the period beginning on the 1st day of November, 1984 and ending October 31, 1985;

Six Thousand Three Hundred Forty-six and 82/100 (\$6,346.82) Dollars per month for the period beginning on the 1st day of November, 1985 and ending October 31, 1986;

Six Thousand Six Hundred Sixty-three and 33/100 (\$6,663.33) Dollars per month for the period beginning on the 1st day of November, 1986 and ending October 31, 1987.

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 heating plant and equipment in good operable condition.

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

Provide and pay for plate glass insurance.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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

Provide and maintain at all times public liability and property damage insurance in the amount of \$1,000,000 combined single limit. Said policy shall include coverage for explosion peril; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said insurance shall name the City of Chicago/Department of Streets and Sanitation as an additional insured. Said insurance coverage including glass insurance, 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.

Undertake the following improvements prior to occupation:

Install two new overhead doors 16 feet in width by 13 feet 2 inches in height.

Remove paint booth.

Lessee under this lease shall:

At its own expense, repair, maintain and make all necessary replacements to the demised premises with the exception of an "extraordinary repair", as defined herein. For the purposes of this lease, an "extraordinary repair" is defined as any single repair involving a major building component which exceed \$1,000 in cost, provided, however, that such repair was not necessitated by reason of any act or omission of Lessee, or its employees, agents, invitees, or caused by any alteration, addition, or improvement made by Lessee. The term "Major Building Component" shall include those elements, structural or otherwise, which are essential to the building's operation, and which includes, but is not limited to, the following: the roof, the exterior walls, doors, the floors (excluding floor coverings) and the foundation thereto, the primary plumbing, drainage, sprinkler system, electrical systems, the heating, ventilating, air conditioning (HVAC) systems, all pipes, conduits and public utility services related thereto. If any single repair to any one of the above defined "Major Building Component" shall exceed \$1,000 in cost, Lessor shall be responsible for making such repair and for payment thereof.

At its own expense provide and pay for all utilities associated with the operation of the demised premises.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide twenty-four occupancy of said demised premises.

Additional terms and conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall give Lessor 30 days written notice to cure said breach, by certified or registered mail to the Lessor at the address cited herein. Upon failure of the Lessor to cure said breach within 30 days, Lessee shall have the right to terminate this lease. 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 of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repair 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 service 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.

**Allocation of MFT Funds Amended for Various Projects
and to Close Out Specified Projects.**

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

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

SECTION 1. That the projects listed below in Columns 1 and 2 having an ordinance passed by the City Council on the date and page indicated in Column 3, appropriating the amounts of Motor Fuel Tax Funds indicated in Column 4, be amended to the amounts set forth in Column 6.

<i>MFT Project Number</i>	<i>Location</i>	<i>Date and Page of Council Order</i>	<i>Amount of Council Order</i>	<i>Amount To Be Transferred to Unobligated MFT Fund</i>	<i>Amount of Amended Council Order</i>
3	Snow and Ice Control 1981	3-6-81 Pages 5552-5553	4,000,000.00	258,260.95	3,741,739.05
4	Street Cleaning 1981	3-6-81 Page 5552	9,740,000.00	492,223.45	9,247,776.55

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 5 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

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

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

Nays--None.

**City Comptroller Authorized to Advertise for Sale Parcels
of City-Owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith.

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

Yeas--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--43.

Nays--None.

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

No. 3000 N. Elbridge Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of improved property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot Twenty-nine in Block Four of Albert Misner's Subdivision of Lots 13 and 14 of Brand's Subdivision of the North East Quarter of Section 26, Township 40 North Range 13 East of the Third Principal Meridian, in Cook County, (commonly known as No. 3000 N. Elbridge Avenue, Fire Station, Permanent Tax No. 13-26-208-022).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 2149-2159 W. Jackson Blvd.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 1 in Young's Subdivision of the West 5 acres of the Southeast quarter of the Northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2149-2159 W. Jackson Boulevard, Permanent Tax No. 17-18-123-001).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 534 W. 61st St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 34 and the West half of Lot 35 in Hulburt's Subdivision of Block 3 in Clough and Barney Subdivision of Blocks 34 and 35 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 534 W. 61st Street, Permanent Tax No. 2-16-313-025).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 1428-1430 E. 68th St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 29 and Lot 30 in Block 3 in Bass' Subdivision of the North half of the Northeast quarter of the Southeast quarter (except the East 256 feet) of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1428-1430 E. 68th Street, Permanent Tax No. 20-23-404-017).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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

The Committee on Finance to which had been referred (December 8, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted a report 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, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

Nays--None.

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

The Hospital of Englewood.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

The Hospital of Englewood
No. 6001 S. Green Street.

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Loretto Hospital
No. 645 S. Central Avenue.

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

St. Anne Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

St. Anne Hospital
4950 W. Thomas Street

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

St. Elizabeth's Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

St. Elizabeth's Hospital
No. 1431 N. Claremont Avenue.

SECTION 2. This ordinance shall be in force 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 December 8, 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>
Chicago Child Care Society No. 5467 S. University Avenue	A1-206574	\$ 46.00
	A1-112700 (Elev.)	46.00
	F4-117077 (Mech Vent.)	129.50
Chicago Youth Centers No. 611 W. Adams Street	P1-107386 (Fuel Burn. Equip.)	40.00
	A1-110294 (Elev.)	23.00
	P1-108866 (Fuel Burn. Equip.)	60.00
Christ Evangelical Lutheran Church, No 3253 W. Wilson Avenue	P1-108866 (Fuel Burn. Equip.)	60.00
Daughters of Saint Mary Convent, No. 4200 N. Austin Avenue	F4-129731 (Mech. Vent.)	92.50
First Christian Church No. 3600 W. 79th Street	P1-108628 (Fuel Burn. Equip.)	80.00
Hales Franciscan High School No. 4930 S. Cottage Grove Avenue	A1-113036 (Elev.)	23.00
Northwestern Memorial Hospital (Sundry Locations)	B4-200214	276.00
	B4-200215	161.00

	B4-200218	\$ 34.50
	B4-200467	634.50
	B4-200469	80.50
	B4-200502	184.00
Saint Nicholas Ukrainian Church No. 2238 W. Rice Street	P1-115327 (Fuel Burn. Equip.)	120.00
The University of Chicago (Sundry Locations)	A1-200686	23.00
	A1-207614	115.00
	A1-207632	46.00
	A1-207669	92.00
	A1-207670 (Elev.)	69.00

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, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

Resolution Amending Various Provisions of Chapter 132 of the Municipal Code of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed Resolution transmitted therewith to commence hearings on the various provisions of Chapter 132 of the Municipal Code of Chicago and determining whether amendments altering the remittance schedule for the various public utility taxes should be enacted:

WHEREAS, The Illinois General Assembly has amended Chapter 120, paragraph 467.3 of the Message Tax Act, Chapter 120, paragraph 467.18, of the Gas Revenue Tax Act and Chapter 120, paragraph 470 of the Public Utilities Revenue Act; and

WHEREAS, These amendments will accelerate utility tax collections by providing for weekly payments of the tax liabilities of the utility companies; and

WHEREAS, It is estimated that this alteration of the utility tax collection system will provide for an immediate increment in revenues from these sources of many millions of dollars; and

WHEREAS, Chapter 132-5, 132-18 and 132-32 of the Municipal Code of Chicago provide for the monthly payment of tax liabilities by the several public utilities by the 15th of the month following the month in which the tax liability was incurred; and

WHEREAS, An alteration in the remittance provisions of the Municipal Code of Chicago, would probably result in savings to the City of Chicago in interest costs, even out the cash flow and allow the City to invest its idle cash in the most advantageous and judicious fashion which would result in increased interest income for the City; and

WHEREAS, Such accumulated collections from the utilities would certainly inure to the benefit of the people of the City of Chicago; now, therefore,

Be It Resolved, That the City Council Committee on Finance commence hearings on the various provisions of Chapter 132 of the Municipal Code with the view of determining whether amendments altering the remittance schedule for the various public utility taxes should be enacted.

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

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

Nays--None.

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

**Execution of Agreements Authorized Between City and Continental
Illinois National Bank of Chicago Concerning Sale of Property
Located at No. 209 S. LaSalle Street (The Rookery Building).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreements between the City of Chicago and the Continental Illinois National Bank of Chicago relating to the sale of property located at No. 209 S. LaSalle Street (the "Rookery Building") for a Conservation Right and Facade Restoration Agreement.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, be, and is, hereby authorized and directed to execute on behalf of the City of Chicago a Facade Restoration Agreement and a Conservation Right, for the property commonly known as 209 South LaSalle Street, also known as the Rookery Building, which agreements have been approved as to form and legality by the Corporation Counsel in the form attached hereto:

FACADE RESTORATION AGREEMENT

This agreement, made as of the date of execution hereof by all parties hereto among (a) Rookery Building Trust "A" (herein referred to as the "Lessee") as successor in interest as lessee under that certain lease dated December 3, 1885, between the City of Chicago, a Municipal corporation, and Edward Carson Waller (the "Ground Lease"), (b) the City of Chicago, a municipal corporation ("City") and (c) _____ a _____, ("Purchaser") with offices at _____:

WITNESSETH:

Whereas, the City Council of the City of Chicago adopted an ordinance on May 27, 1982, authorizing the City Comptroller to re-advertise for sale the City's interest in the land and the building located at 209 South LaSalle Street (the "Rookery"), legally described as:

Lots 33, 34, 35, 36, 37, 38 and 39, the East eight (8) feet of Lots 40 and 43 and Lots 44, 45, 46, 47, 48, 49 and 50, all in Block One Hundred Sixteen (116), in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; said property being bounded by Adams Street on the North, an alley on the East, Quincy Street on the South and LaSalle Street in the West, having a frontage of one-hundred and seventy-eight and five-tenths (178.5) feet, more or less, on LaSalle Street, by one hundred and seventy-seven and six-tenths (177.6) feet, more or less, on Adams Street; and all improvements thereon.

Whereas, the City's Advertisement for said sale which appeared in local publications on June 29 and July 5 and 13, 1982, included as a special condition a provision that the successful bidder, as selected by the City Council of Chicago, be required to enter into a Facade Restoration Agreement for the cleaning, restoration and chemical treatment of all four (4) exterior elevations of the Rookery; and

Whereas, the City Council of the City of Chicago adopted an ordinance on October 27, 1982, accepting the Purchaser's bid and bid proposal for the purchase of the Rookery; and

Whereas, the Lessee is willing to permit the Purchaser or the Purchaser's Permitted Designee to enter upon the premises at 209 South LaSalle Street, Chicago, Illinois, for the purpose of undertaking the Facade Restoration Work, upon the terms and conditions hereinafter set forth;

Now, Therefore, in consideration of the conveyance by the City to Purchaser of the City's interest in the Rookery and the mutual agreements herein contained, the parties hereto agree as follows:

1. Within forty (40) days of the conveyance of the City's interest in the Rookery to Purchaser, Purchaser shall submit to the City's Commission on Chicago Historical and Architectural Landmarks ("Commission") the recommended cleaning method or methods for the facade cleaning portion of the Facade Restoration Work as set forth and defined in paragraph 3 below. Said written proposal shall be accompanied by copies of the proposed form of contract for the performance of the Facade Restoration Work and any general and special conditions and specifications to be attached to and incorporated in any such contract. The Commission shall review such submittals and shall consult with the Purchaser concerning any necessary changes, revisions and/or modifications deemed appropriate by the Commission, and such submittals, as approved in writing by the Commission, shall constitute the Facade Restoration Work for the purposes of this agreement. Within forty-five (45) days of the date the Commission approves the cleaning method or methods recommended by Purchaser and the form of the contract for the Facade Restoration Work, Purchaser shall submit the proposed contract ("Contract") naming Purchaser's Permitted Designee (hereinafter referred to) for the performance of the Facade Restoration Work between the Purchaser and Purchaser's Permitted Designee including all general and special conditions and specifications made a part of the Contract, and applications for any and all necessary governmental permits.

2. The Facade Restoration Work shall be carried out in a manner so as to limit to the greatest extent possible the damage to the masonry surface and mortar. Said Facade Restoration Work shall attempt to retain the color, surface and texture of the masonry and mortar. In addition, the repair or replacement of the mortar shall confirm wherever possible to the material, rake, depth, and color of the original.

3. Within seven (7) days of the date that the Commission approves the Contract and all necessary governmental permits have been issued to Purchaser or Purchaser's Permitted Designee for the Facade Restoration Work, Purchaser by Purchaser's Permitted Designee shall commence the Facade Restoration Work. Said Facade Restoration Work shall be deemed to include the erection of all necessary scaffolding, pedestrian barricades and other structures necessary for the protection of pedestrians and adjacent property; the cleaning of all masonry surfaces of the four (4) exterior elevations of the Rookery; the repair or replacement, if and as necessary, of the mortar and masonry of said elevations; and the treatment of said masonry surfaces with a chemical, chemicals or other treatment to protect the cleaned surfaces against dirt, pollution, erosion and other known forms of deterioration. Purchaser shall diligently pursue such Facade Restoration Work to completion and hereby agrees to perform or cause to be performed such Facade Restoration Work in the most expeditious, reasonable and competent manner.

4. Purchaser may undertake the performance of such Facade Restoration Work by means of one or more written documents with a contractor and/or subcontractor (herein termed Purchaser's "Permitted Designee") provided that Purchaser shall remain primarily obligated for the performance of such Facade Restoration Work and that such written agreement or agreements as approved by the Commission contain the following provisions:

- (a) The Permitted Designee shall comply with all applicable Federal, State and Local laws and ordinances and with any rules and regulations established under such laws or ordinances in the performances of the Facade Restoration Work;
- (b) Permitted Designee hereby expressly waives and releases for himself and all subcontractors, materialmen and other persons, any and all rights or claims to any lien or liens upon property of the Purchaser or the Lessee (Rookery Building Trust "A") arising from work performed or materials supplied in connection with the Facade Restoration Work and shall deliver to the Purchaser and Lessee duly executed and recordable notices of such waiver, in form and substance satisfactory to Purchaser and Lessee and shall before any work is commenced cause such Notice to be recorded with the Recorder of Deeds of Cook County,

Illinois, in accordance with the requirements specified in Section 21, Chapter 82 of the Illinois Revised Statutes (1979);
- (c) The Permitted Designee, at the expense of Purchaser or the Permitted Designee, shall obtain and keep in force insurance coverages satisfactory to and approved by the Lessee and the City Comptroller of the City of Chicago for the protection of Purchaser, City and the Lessee against claims, liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or be recovered from Purchaser, City or the Lessee by reason of damage to the property of, injury to or death of any person or persons on account of any manner or thing (including without limitation, Structural Work Act claims) which may occur in connection with the performance of the Facade Restoration Work; such policies of insurance shall contain endorsements naming the City and the Lessee as additional insureds and copies of such policies and endorsements shall be filed with the City Comptroller and the Lessee prior to the commencement of the Facade Restoration Work;
- (d) The Permitted Designee, at the expense of Purchaser or the Permitted Designee, shall obtain all necessary governmental permits required for the performance of the Facade Restoration Work.

5. Purchaser covenants and agrees to pay all damages for any injury or death sustained by any person or persons, or any injuries to real or personal property growing out of any act or deed, whether negligent or otherwise, of Purchaser or its Permitted Designee or their agents, or employees, and to indemnify, save and keep the City and the Lessee harmless against all claims, losses, liabilities, judgments, costs, damages and expenses which may in any wise come against the City and the Lessee, or either of them, for or on account of injury received or death sustained by any person or persons, or any injuries to real or personal property caused by any act or deed, whether negligent or otherwise, of the Purchaser or Permitted Designee or their servants, agents or employees arising out of or in connection with the Facade Restoration Work.

6. The Lessee hereby grants to the Purchaser (and, thereby, Purchaser's Permitted Designee), as the holder of the reversionary interest under the Ground Lease the right to enter upon the land (as described in said Ground Lease) and the building located on the land for the purpose of making and completing the Facade Restoration Work. The Lessee shall cooperate with the Purchaser by granting the Purchaser access to the four exterior facades of the Rookery, including access through the public areas of the building where necessary. The Lessee shall also use its best efforts to obtain for the Purchaser any necessary access through the sublessees' premises - but without undue burden or inconvenience to the sublessees or violation of their subleases.

7. In consideration of the Lessee's entering into this Agreement and giving its consent to the Facade Restoration Work and granting the right of entry above specified, the other parties hereto (the City and the Purchaser) agree as follows:

- (a) The Lessee shall in no way be responsible for the Facade Restoration Work or the manner of its performance;
- (b) The Facade Restoration Work shall be done in such manner as not to disturb the sublessees in the building or cause any damage to them or their property or their occupancy; and the Purchaser shall indemnify and save the Lessee and its successors and assigns harmless from and against any claims or liability for such damages;
- (c) The City and the Purchaser agree that the premises are now in good and tenable condition and repair, and they warrant that the Facade Restoration Work will leave the premises in similar good condition and repair. Any repairs or restoration, or other capital expenditures required as a result of the Facade Restoration Work shall be the responsibility of the Purchaser;
- (d) The real estate taxes payable by the Lessee or its successors or assigns on the building for each of the years 1982, 1983 and 1984 shall be limited to the taxes on the leasehold as distinguished from taxes on the fee and shall not exceed the taxes for the year 1981, as now estimated, namely \$171,000; and taxes payable for the year 1985 shall not exceed one-third of that amount, or \$57,267. Any taxes in excess of the amounts so specified which result from the Facade Restoration Work or taxation of the fee shall be paid by the Purchaser. Any other increases in leasehold taxes shall be the responsibility of the Lessee.

8. It is expressly covenanted, acknowledged and agreed by the parties hereto that the City is an express, intended third party beneficiary of the covenants set forth in this agreement and that in the event of a violation of this agreement by Purchaser or Purchaser's Permitted Designee, the City may, following ten (10) days written notice of such default to Purchaser, institute a suit for injunctive relief, including specific performance by way of mandatory injunction or, in the alternative, the City may enter the premises and complete or correct any of the Facade Restoration Work. The exercise by the grantee of any remedy hereunder shall not waive any other remedy available by law. All costs incurred by the City as a result of the Purchaser's or Purchaser's Permitted Designee's violation of this agreement, which may include but shall not be limited to architectural, administrative, construction and legal costs shall be a lien on the subject property until such costs are paid. Said lien shall be subordinate only to the Lessee's Ground Lease.

9. If the Purchaser or Purchaser's Permitted Designee is delayed at any time in the progress of the work preliminary to or included in the Facade Restoration Work by any act or neglect or the City or the Lessee, or by any employee of either, or by any separate contractor or agent employed by the Lessee, or by changes in the Facade Restoration Work ordered by the Commission, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any other causes beyond the Purchaser's or Purchaser's Permitted Designee's control, or by delay authorized by the City, then the time for the performance required by Paragraphs 1 and 3 above and of the Facade Restoration Work shall be extended by written agreement of the City Comptroller of the City of Chicago, the Lessee and the Purchaser for such reasonable time as the Commission may determine.

10. Upon satisfactory completion of all Facade Restoration Work as required by this agreement, the City shall issue a written certificate of completion to the Purchaser. Said certificate may be filed with the Recorder of Deeds of Cook County, Illinois, and upon filing shall operate as a release of all obligations of all parties hereunder, except the obligations contained in paragraphs 5, 7 and 8 above.

11. The obligations contained herein run with the land and Purchaser's obligations hereunder are and shall be binding on the heirs, executors, administrators, successors and assigns of said Purchaser, and the agreements, obligations and commitments of the other parties hereto to the Lessee shall enure to the benefit of, the successors and assigns of the Lessee and the beneficiary or beneficiaries of Rookery Building Trust "A", as well as to the Lessee itself.

In Witness Where, the parties hereto have executed or caused this Agreement to be executed on the date or dates set forth below.

Date

By _____

Title _____
Vice President

Attest:

Title _____

ROOKERY BUILDING TRUST "A"

By _____
Trustee

Date

Date

MAYOR
CITY OF CHICAGO

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public, in and for the County of Cook and State of Illinois DO HEREBY CERTIFY that _____ and _____, personally known to me to be the same persons whose names are, respectively, as _____ and _____ of _____

_____, a _____, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1982.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, appointed in Cook County for the State of Illinois, do hereby certify that Jane M. Byrne and Walter S. Kozubowski, personally known to me to be the same persons whose names are, respectively, as Mayor and City Clerk of the City of Chicago, Illinois, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that they being duly authorized, signed, sealed with the seal of said City and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1982.

Notary Public

My commission expires:

CONSERVATION RIGHT

This conservation right dated December __, 1982 by and between _____,
a _____ ("Grantor") and The City of Chicago, an Illinois municipal corporation
("Grantee");

WITNESSETH:

Whereas, Grantee is a home-rule unit of local government and a municipal corporation under the laws of the State of Illinois;

Whereas, Grantor is the owner in fee simple of certain real property more particularly described below subject to that certain lease ("Ground Lease") dated December 3, 1885, between the City of Chicago, a municipal corporation, and Edward Carson Waller, which real property is improved with an eleven story structure, located at 209 South LaSalle Street, in the City of Chicago, and commonly known as the "Rookery", which structure is hereinafter sometimes referred to as the "Building";

Whereas, the Building is currently owned by the Lessee under the Ground Lease but title to the Building will vest in and revert to the Grantor upon the expiration of said Ground Lease;

Whereas, the Building was erected in 1886, and was designated to the National Register of Historic Places on April 17, 1970;

Whereas, the Building is a Chicago Landmark designated by the City Council on July 5, 1972;

Whereas, the Building is significant in American and Chicago history and culture and constitutes an important element in the architectural cityscape of the City of Chicago as a landmark of importance which contributes significantly to the cultural heritage and visual beauty of the City of Chicago and should be preserved;

Whereas, this Conservation Right by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Building and its architectural, historical and cultural features;

Whereas, this Conservation Right shall obligate the Grantor to preserve, protect, enhance and perpetuate the four exterior facades of the Building, the interior light court, the ground floor lobby and central space and the main public staircase and stairwell located west of the light court, from ground level to the top floor (collectively referred to herein as "Designated Features").

Whereas, Grantor and Grantee desire to maintain the commercial nature of the use of the Building and the real property of which it is a part and they further desire to maintain the Building consistent with its remaining a viable structure devoted to commercial use; and

Whereas, to these ends, Grantor desires to grant to Grantee, and Grantee desires to accept, this Conservation Right;

Now, Therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which by Grantor is hereby acknowledged, Grantor hereby does grant and convey unto Grantee irrevocably in perpetuity an easement in gross and conservation right (which easement in gross and conservation right in perpetuity is more particularly described below) in, to and over that certain real property (and, upon the expiration or termination of the Ground Lease, in, to and over the Building, which is located thereon), deccribed as follows:

Lots 33, 34, 35, 36, 37, 38 and 39, the East eight (8) feet of Lots 40 and 43 and Lots 44, 45, 46, 47, 48, 49 and 50, all in Block One Hundred Sixteen (116), in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; said property being bounded by Adams Street on the North, an alley on the East, Quincy Street on the South and LaSalle Street on the West, having a frontage of one hundred and seventy-eight and five-tenths (178.5) feet, more or less, on LaSalle Street, by one hundred and seventy-seven and six-tenths (177.6) feet, more or less, on Adams Street; and all improvements thereon.

(which real property together with the Building is sometimes hereinafter referred to as the "premises"). In delineation and furtherance of this grant and conveyance, Grantor and Grantee further covenant and agree as follows:

1. In order to make more certain the full extent of Grantor's obligation and the restrictions on the Designated Features, and in order to document the exterior nature of the Building and the Designated Features as of the date hereof, attached hereto as Exhibit A and made a part hereof is an 8-sheet set of elevation drawings prepared in August of 1976 and prepared by Historic American Building Survey; and attached hereto as Exhibit B and made a part hereof are fourteen (14) photographs of the Building and the Designated Features. It is stipulated by and between Grantor and Grantee that the nature of the Building and the Designated Features as shown on Exhibits A and B is deemed to be the nature of the Building as of the date hereof and as of the date this instrument is first recorded with the Recorder of Deeds of Cook County, Illinois. Where any element or detail of the nature of the Building or the Designated Features is shown on one of Exhibits A and B, but is absent or indistinct on the other Exhibit, the Exhibit showing such element or detail shall control, and where an element or detail of the nature of the Building or the Designated Features is shown to be of one character on one of Exhibits A and B, but of a different character on the other Exhibit, Exhibit A shall control.

2. This easement in gross and conservation right and all terms, provisions and covenants herein contained shall be deemed to run as a binding servitude, in perpetuity, with the premises. In furtherance of the easement in gross and conservation right herein granted, Grantor covenants and agrees to do (or refrain from doing, as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Building and the Designated Features.

- (a) The Grantor shall not demolish, remove or raze the Building;
- (b) The Grantor shall not extend the Building or erect additional buildings either on, above or below the premises;
- (c) Without the express written consent of the Chicago Commission on Historical and Architectural Landmarks (the "Commission") or its successor, the Grantor shall not undertake or permit to be undertaken on the premises anything which does any of the following:
 - (i) increase or decrease the height of the Building;
 - (ii) adversely affect the structural soundness of the Building;
 - (iii) make any change in the Designated Features including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of any of the Designated Features;
 - (iv) add any signs to the exterior facades of the Building or to the windows on the facades of the Building;
 - (v) erect anything on the Building which would obscure any part of the facades to be visible from street level, except for a temporary structure during any period of approved alteration or restoration.
 - (vi) any reconstruction, repair, repainting or refinishing of the Designated Features, other than ordinary maintenance.

3. Maintenance. Grantor covenants that it shall perform appropriate maintenance on the Building to preserve its appearance and structural soundness and to prevent deterioration of the Building and the Designated Features named herein.

4. Specification of Work. The Grantor shall furnish the Commission with detailed plans, designs, elevations, specifications, and documents relating thereto, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request prior to seeking approval for any of the acts described in Section 2(c) herein.

5. Insurance. Commencing no later than thirty (30) days prior to the expiration or termination of the Ground Lease, Grantor at its expense shall (i) cause the premises to be insured under a replacement cost form of insurance policy against loss or damage resulting from fire, wind, storm, vandalism, explosions and such other hazards; and (ii) carry and maintain comprehensive public liability insurance. The policies shall name the Grantee as a named additional insured and shall provide for not less than thirty (30) days prior written notice to the Grantee by the insurer of any proposed cancellation of any such insurance. A certificate of the insurer so providing shall be delivered by Grantor to the Grantee at least thirty (30) days prior to the expiration or termination of the Ground Lease and, on renewal, a new certificate shall be sent to the Grantee.

6. **Casualty Damage.** In the event that the Building or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant to Section 5 hereof and Grantor's funds shall be applied to reconstructing the Building with such reconstruction to be in accordance with the procedures set forth herein. If the Building is damaged to such an extent that the Grantor notifies the Commission in writing that reconstruction is not feasible, and the Commission concurs in this determination, then this Conservation Right shall be void and of no further force and effect.

7. **Inspection.** Grantor covenants that representatives of the Grantee shall be permitted to enter and inspect the premises and, upon the expiration or termination of the Ground Lease the interior of the Building at reasonable times, upon reasonable notice, for the purpose of determining conformance to Conservation Right.

8. **Grantee's Remedies.** In the event of a violation of any provision of this Conservation Right, in addition to any remedies now or hereafter provided by law (i) Grantee may, immediately with concurrent written notice to Grantor, institute a suit for injunctive relief, specific performance or damages, or (ii) representatives of Grantee may enter upon the premises, correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the premises. In the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including, but not limited to, court costs, architects', engineers' and attorney's fees. The exercise by Grantee of any remedy hereunder shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.

9. **Assignability.** Grantor agrees that Grantee may, at its discretion, and without prior notice to Grantor, convey and assign this Conservation Right to any agency of the State, to another unit of local government, or to the Landmarks Preservation Council of Illinois, a not-for-profit organization.

10. **Duration.** This Conservation Right shall be effective in perpetuity.

11. **Runs With the Premises.** The obligations imposed by this Conservation Right, shall be deemed to run as a binding servitude with the premises. This Conservation Right shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Conservation Right where such person shall cease to have any interest in the premises by reasons of a bona fide transfer for full value.

12. **Statutory Authority.** This Conservation Right is made pursuant to Public Act 80-584, An Act Relating to Conservation Rights in Real Property, Ill. Rev. Stat. ch. 30, 401 et seq. (1981), but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this Conservation Right also constitutes a common law easement in gross and a restrictive covenant.

13. **Compliance with Applicable Ordinances.** Except as provided in this Section 13, nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, the ordinance shall prevail and the Grantor promptly shall notify Grantee of such conflict and Grantee shall cooperate with Grantor to accommodate the purposes of both this Conservation Right and such ordinance. The Grantor hereby waives any rights that it has under Chapter 21, Section 21-6 et seq. of the Municipal Code of Chicago (herein "Landmark Ordinance") to compensation in the event of the denial of any permit for the demolition or alteration of the Building and the Designated Features and agrees that this Conservation Right shall control if a conflict arises between the Landmark Ordinance and this Conservation Right.

14. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at _____, and if to Grantee then at Commission on Chicago Historical and Architectural Landmarks, 320 North Clark Street, Chicago, Illinois. Each party may change its address set forth herein by a notice to such effect to the other party.

15. Plaque on Building. Grantor agrees that upon expiration or termination of the Ground Lease, Grantee may provide and maintain one plaque on either the Adams or LaSalle Street facade of the Building or in the ground floor lobby, giving notice of the grant of this Conservation Right.

16. Recording. This instrument is effective only upon recording among the land records of the County of Cook, State of Illinois, in the Office of the Recorder of Deeds. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof.

17. Rules of Construction. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained.

18. Subsequent Transfers or Leases. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantor, verbatim or in memorandum form, in any subsequent deed or other legal instrument by which it divests itself or either the fee simple title to or any lesser estate in the premises or any part thereof, including a lease for office or commercial space in the Building.

19. Transfer of Development Rights. Nothing contained in this instrument shall be interpreted to limit Grantor's right or ability to transfer development rights which may exist at some time hereafter by reason of the fact that under the applicable zoning or similar ordinance, the premises may be developed to a use more intensive than the premises are devoted as of the date hereof, provided, however, under no circumstances shall such development rights be exercisable on, above or below the premises.

20. Rule Against Perpetuities. In the event this instrument is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction from which no appeal is, or may be, taken, then the term of this instrument shall be deemed to expire 21 years after the death of the last to die of the now living descendants of Robert F. Kennedy, former Attorney General of the United States.

21. Indemnity. The Grantor covenants that it shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorney's fees), resulting from actions or claims by third parties or defaults under this Conservation Right by the Grantor arising out of the conveyance of or possession of this Conservation Right, excepting however only, any such matters arising solely from the negligence of the Grantee.

22. Headings. Section headings used in this Conservation Right are for convenience or reference only and do not affect the meaning of the provisions which they precede.

23. Rehabilitation of the Building. The Grantor agrees to make certain improvements to the Building and the Designated Features as specified by the Grantor in the Grantor's Bid Proposal to the Grantee (the City of Chicago) as requested in the Advertisement for Sale, authorized by the City Council on May 27, 1982, said Bid Proposal being attached hereto as Exhibit "C". In the event that the Grantor fails to complete the improvements within the time specified in the Bid Proposal or, in a reasonable period of time if no time period is specified, the Grantee shall have the right to pursue all remedies provided for herein or by law.

In Witness Whereof, on the date first shown above, Grantor has caused this Conservation Right to be executed, sealed and delivered, by its duly authorized officers, and on the date shown below Grantee has accepted this instrument in its corporate name by its Mayor, attested by its City Clerk.

GRANTOR:

 By _____

ATTEST:

Accepted By Grantee, City of Chicago, Illinois, pursuant to the Conservation Rights in Real Property Act, this ____ day of _____, 1982.

CITY OF CHICAGO, ILLINOIS

By _____
 Mayor

ATTEST:

City Clerk

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, _____, a notary public, in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are, respectively, as _____ and _____ of _____, a _____ corporation, subscribed to the foregoing instrument appeared before me this day in person, and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 198_.

 Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, the undersigned Notary Public, appointed in Cook County for the State of Illinois, do hereby certify that Jane M. Byrne and Walter S. Kozubowski, personally known to me to be the same persons whose names are, respectively, as Mayor and City Clerk of the City of Chicago, Illinois, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument appeared before me

this day in person and severally acknowledged that they being duly authorized, signed, sealed with the seal of said City and delivered the said instrument as the free and voluntary act of said City and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1982.

Notary Public

My Commission expires:

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

**Execution of Easement Agreement Authorized Between City
and Continental Illinois National Bank of Chicago
Concerning Sale of Property Located at No.
209 S. LaSalle Street (The "Rookery Building").**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an easement grant agreement between the City of Chicago and the Continental National Bank of Chicago relating to the sale of property located at No. 209 South LaSalle Street.

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

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

Nays--None.

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

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 and 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 for the best interests of the City: 1) to provide for and promote the public health, safety and welfare; 2) to preserve, protect, enhance and perpetuate buildings and structures designated as landmark status, which buildings and structures constitute important elements in the architectural cityscape; 3) to maintain the public ways of the City so that they will not be injurious to its citizens; and

WHEREAS, The City Council of the City of Chicago has heretofore found and does hereby find that there exists serious problems with the subsurface vaults that serve the landmark property at No. 209 South LaSalle Street, commonly known as the "Rookery Building" and over which the public way is traversed; and

WHEREAS, It is necessary and for the best interests of the City to renovate and make structurally sound this vaulted area, while at the same time providing for the welfare and prosperity of the residents of the City as well as other travelers in the public way; and

WHEREAS, In furtherance of the purposes set forth above, the City wishes to grant an easement; and

WHEREAS, The City has entered into negotiations with Continental Illinois National Bank and Trust Company of Chicago, a national banking association, for an easement in premises appurtenant to the "Rookery Building"; 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 to 1) provide for and promote the public health, safety and welfare; 2) preserve, protect, enhance and perpetuate buildings and structures designated as landmark status, which buildings and structures constitute important elements in the architectural cityscape.

SECTION 2. In order to implement these objectives, the City hereby grants an easement in premises appurtenant to said Rookery Building (described on Exhibit A hereto) for the consideration of One Hundred Thousand Dollars (\$100,000.00) and the City does hereby find and declare that this Ordinance is being enacted pursuant to its home rule powers and that the grant of easement is for public purposes as set forth in Section 1 hereof.

SECTION 3. The Grant of Easement between the City of Chicago and Continental Illinois National Bank and Trust Company of Chicago is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor is hereby authorized to execute, acknowledge and deliver said Grant of Easement, and the document granting the same and the City Clerk is directed to attest to said document.

SECTION 4. This ordinance shall become effective immediately upon its adoption and approval. Easement Grant attached to this ordinance reads as follows:

EASEMENT GRANT

This Easement Grant dated as of December _____, 1982 between the City of Chicago, an Illinois municipal corporation, having its address at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor") and Continental Illinois National Bank and Trust Company of Chicago, a national banking association, or its nominee having its address at No. 231 South LaSalle Street, Chicago, Illinois 60693 ("Grantee"):

WITNESSETH:

Whereas, Grantor owns in fee the land described in Exhibit A, a copy of which is attached hereto and made a part hereof, subject to that certain lease (the "Ground Lease") dated December 3, 1885, which by its terms expires May 1, 1985, between the City of Chicago and Edward Carson Waller under which the Rookery Building Trust "A" now possesses the leasehold as successor lessee;

Whereas, upon a portion of the land described in Exhibit A is erected an eleven-story structure, located at 209 S. LaSalle Street, in the City of Chicago, and commonly known as the "Rookery", which eleven-story structure together the foundations and all floors below the ground extending to the exterior of the perimeter walls is hereinafter referred to as the "Structure", which Structure was built pursuant to the terms of the Ground Lease and ownership of which, upon termination of the Ground Lease, will vest in fee in Grantor;

Whereas, Grantor concurrently herewith is conveying to Grantee the property described in Exhibit B, a copy of which is attached hereto and made a part hereof, subject to the terms of the Ground Lease;

Whereas, after the conveyance of the property described in Exhibit B, Grantor will retain title of the property described in Exhibit C, a copy of which is attached hereto and made a part hereof;

Whereas, it is in the interest of Grantee that Grantee enjoy and maintain the vault space and the heating system and the other subsurface portions of the Structure, and it is in the interest of both parties that Grantee enjoy and maintain all portions of the facade of the Structure pursuant to the Conservation Right entered into between the parties of approximately even date herewith (the "Conservation Right");

Whereas, to accomplish these purposes, Grantor desires to grant to Grantee, and Grantee desires to accept this easement;

Now, Therefore, in consideration of One Hundred Thousand Dollars (\$100,000) and other good and valuable consideration in hand paid, receipt and sufficiency of which by Grantor is hereby acknowledged, Grantor does hereby grant to Grantee and its successors and assigns, for a period of time commencing upon the date of the termination of the Ground Lease (whether by expiration or otherwise) and extending for as long as the Structure or any replacement structure constructed pursuant to the Conservation Right shall remain, an easement appurtenant for the purposes itemized in paragraph 2 hereof in and to that certain real property described as follows:

Parcel A-One: That portion of the real property described in Exhibit C (i) which lies above the surface of the ground, (ii) which is part of the Structure and (iii) which encroaches beyond that certain real property described in Exhibit B. Parcel A-one is hereinafter referred to as the "Facade Easement Premises;"

Parcel A-Two: That portion of the real property described in Exhibit C (i) which lies below the surface of the ground, (ii) which comprises the exterior of the Structure and the interior of such Structure which is legally described as Parcels 1, 2, 3, 4, of Exhibit A. Parcel A-two is hereinafter referred to as the "Subsurface Easement Premises;"

as such property may otherwise shift or settle or otherwise move for causes beyond the control of Grantee.

Such property shall hereinafter be referred to as the "Easement Premises." Such grant shall hereinafter be referred to as the "Easement".

In delineation and furtherance of this grant, Grantor and Grantee further covenant and agree as follows:

1. Maintenance. Grantee shall bear sole responsibility for maintenance and repair of the Easement Premises.

2. Easement Exclusive in Grantee Except for Utility Easements. The right to use the Easement Premises shall be held exclusively by Grantee subject only to the rights of those municipal and public utilities to operate and maintain any and all utility lines, pipes, conduits or equipment now existing within the Easement Premises, if any, which are hereinafter referred to as the "Utility Easements". The Grantee has the right to use the Easement Premises for whatever purpose Grantee may choose which is not inconsistent with the Utility Easements.

3. Grantee May Lease or Grant Easements. Grantee may with any third party enter into a lease of the Structure or any portion thereof or grant an easement across any portion of the Structure. Such third party may enjoy the benefit of the Easement hereby created.

4. Title Insurance. Grantee may obtain at its own expense a title insurance policy insuring the Easement granted in the amount of the purchase price of this Easement subject only to the Utility Easements. Grantor shall fully cooperate with Grantee in its efforts to secure such title insurance.

5. **Casualty and Liability Insurance.** For so long as Grantee has an obligation to maintain the Facade Easement Premises under the Conservation Right, Grantee, at its own expense shall (i) cause the Facade Easement Premises to be insured under an all risk replacement cost form of insurance policy covering the Structure, and (ii) carry and maintain a comprehensive public liability insurance policy covering the Facade Easement Premises, the amount of coverage under said insurance policy to be approved by the City Comptroller which approval shall not be unreasonably withheld. For so long as the below ground walls of the Structure remain in the Subsurface Easement Premises, Grantee, at its own expense, shall (i) cause the Subsurface Easement Premises to be insured under an all risk replacement cost form of insurance policy covering the Structure; and (ii) carry and maintain a comprehensive public liability insurance policy covering the Subsurface Easement Premises, the amount of coverage under said insurance policy to be approved by the City Comptroller which approval shall not be unreasonably withheld. Grantee shall include Grantor as a named insured on any liability insurance policy relating in any way to the Easement Premises. Grantee shall furnish to Grantor at least thirty (30) days prior to the commencement of the term of this Easement, certificates of insurance evidencing the above required insurance coverage, and at least thirty (30) days prior to the expiration of such insurance coverage, certificates of insurance evidencing renewals of all required insurance.

6. **Right to Rebuild in Event of Casualty.** In the event of a casualty to the Subsurface Easement Premises, Grantee shall have the right to rebuild the Structure in the Subsurface Easement Premises in accordance with the terms of the Conservation Right at any time within two (2) years of the date of such casualty without effecting a termination of this Easement.

7. **Run with the Premises.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to successors, assigns and any lessees or easement grantees pursuant to paragraph 3 above. Anything contained herein to the contrary notwithstanding, no person or institution shall have any obligation pursuant to this Easement Grant where such person shall cease to have any interest in the Easement Premises by reason of a bona fide transfer for full value of the Easement Premises in conjunction with a transfer of the property described in Exhibit B.

8. **Remedies.** In the event of a violation of any provision of this Easement, in addition to any remedies now or hereinafter provided by law (i) the nondefaulting party may, immediately with concurrent written notice to the defaulting party, institute a suit for injunctive relief, specific performance or damages, or (ii) the nondefaulting party may correct such violation, and hold the defaulting party responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the defaulting party's interest in the Easement Premises. In the event the defaulting party is adjudicated to have violated any of its obligations herein, such party shall reimburse the nondefaulting party for any costs or expenses incurred in connection with the enforcement of its rights, including, but not limited to court costs, architects', engineers' and attorney's fees. The exercise by the nondefaulting party of any remedy hereunder shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.

9. **Notices.** Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. Notice shall be deemed to be delivered only upon receipt. Notices to Grantor shall be addressed to Grantor at No. 121 N. LaSalle Street, Chicago, Illinois 60602, Attention: Corporation Counsel, Attention: City Comptroller and if to Grantee, to Grantee at No. 231 S. LaSalle Street, Chicago, Illinois 60693, Attention: General Counsel, Attention: Properties Management, Attention: Properties Development. Each party may change its address set forth herein by a notice as required under this paragraph to such effect to the other party.

10. **Recording.** This easement shall be recorded among the land records of the County of Cook, State of Illinois, in the Office of the Recorder of Deeds. This easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof.

11. Grantor's Tender of Attorney's Opinion. Grantor shall tender to Grantee an attorney's opinion to the effect that this grant has been duly authorized and that the provisions of this Easement are enforceable against the Grantor in accordance with their terms.

12. Subsequent Transfers or Leases. If Grantor later divests itself of either the fee simple title or any lesser estate in the Easement Premises, Grantor will make such transfer explicitly subject to this Easement.

13. Termination of Easement by Action of Grantee. This Easement shall terminate in the event that either (A) (i) Grantee has abandoned the Easement Premises, (ii) Grantor has given Grantee notice that Grantee has abandoned the Easement Premises and (iii) Grantee fails to remedy such abandonment within a period of ninety (90) days after such notice, (B) (i) Grantee fails to maintain the insurance required pursuant to paragraph 5 hereof, (ii) Grantor has given Grantee notice that Grantee has failed to maintain such insurance and (iii) Grantee fails to cure such default within a period of thirty (30) days after such notice, or (C) the term of this Easement has expired.

14. Rule Against Perpetuities. In the event this easement is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction from which no appeal is, or may be, taken, then the term of this instrument shall be deemed to expire 21 years after the death of the last to die of the now living descendants of Robert F. Kennedy, former Attorney General of the United States.

15. Rules of Construction. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect the transfer of rights and the restrictions of use herein contained.

16. Headings. Paragraph headings used in this Easement are for convenience or reference only and do not affect the meaning of the provisions which they precede.

17. Choice of Law. This Easement is made under, shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Rights and Remedies Restricted to Parties, Successors and Assigns. This Easement is made for the sole benefit of Grantor and Grantee and their successors and assigns, and no other person or persons shall have any right or remedy or other legal interest of any kind by reason of this Agreement.

19. Grantor Retains the Surface and All Air Rights Not Included Within Facade Easement Premises. The Grantor retains, reserves, and shall continue to enjoy the use of the surface of the property described in Exhibit C and all air rights of said property except such as are included in the Facade Easement Premises, for any and all purposes which do not interfere with or prevent the use by the Grantee of the Easement.

In Witness Whereof, on the date first shown above, Grantor has caused this Easement Grant to be executed, sealed and delivered, in its corporate name by its Mayor, attested by its City Clerk, and on the date shown below Grantee has accepted this instrument by its duly authorized officers.

GRANTOR

CITY OF CHICAGO, ILLINOIS

BY _____

Mayor

ATTEST:

City Clerk

Accepted By Grantee, this ____ day of _____, 1982.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY
OF CHICAGO (or nominee)

By _____

ATTEST:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, appointed in Cook County for the State of Illinois, do hereby certify that Jane M. Byrne and Walter S. Kozubowski, personally known to me to be the same persons whose names are, respectively, as Mayor and City Clerk of the City of Chicago, Illinois, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being duly authorized, signed, sealed with the seal of said City and delivered the said instrument as the free and voluntary act of said City and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 198__.

Notary Public

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public, in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are, respectively, as _____ and _____ of _____, a _____, subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 198__.

Notary Public

My Commission expires:

[Exhibits A, B and C are printed on pages
14115 through 14119 of this Journal]

EXHIBIT A

That certain real property

- I. which
- (a) on the north -- is bounded by the center line of Adams Street.
 - (b) on the west -- is bounded by the center line of LaSalle Street.
 - (c) on the south -- (i) above the surface of the ground by the center line of Quincy Street; (ii) below the surface of the ground by (A) the exterior of the perimeter walls and foundations of the Structure as defined below the interior boundaries of which are legally described by the west, south and east boundaries of Parcel 1 below to the extent such walls and foundations extend south of the center line of Quincy Street (subject to the rights of the adjacent owners) and (B) otherwise by the center line of Quincy Street.
 - (d) on the east -- (i) above the surface of the ground by the center line of the public alley running between Quincy Street and Adams Street ("Public Alley"); (ii) below the surface of the ground by (A) the exterior of the perimeter walls and foundations of the Structure the interior boundaries of which are legally described by the north, east and south boundaries of Parcel 4 below to the extent such walls and foundations extend east of the center line of the Public Alley (subject to the rights of the adjacent owners) and (B) otherwise by the center line of the Public Alley.

- II. within a portion of which lie both the property described in Exhibit B and the Easement Premises, as defined in the Easement including the Subsurface Easement Premises, which are that portion of this Exhibit A property (i) which lies below the surface of the ground, (ii) which comprises the foundations and all below ground floors of the Structure, extending to the exterior of its perimeter walls, and (iii) the interior of which perimeter walls are legally described as:

THOSE PARTS OF THE PUBLIC RIGHTS OF WAY ADJOINING LOTS 33, 34, 35, 36, 37, 38 AND 39, THE EAST 8 FT. OF LOTS 40 AND 43 AND LOTS 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1 THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS W. QUINCY ST., AND THE WESTERLY EXTENSION THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE N. LINE OF W. QUINCY ST. AND THE E. LINE OF N. LA SALLE ST., AS WIDENED, THENCE S.89°48'16" E. ALONG THE N. LINE OF W. QUINCY ST. AND SAID N. LINE EXTENDED, A DISTANCE OF 196.18 FT. TO THE WESTERLY FACE OF BASEMENT WALL; THENCE S.00°48'45" E. ALONG SAID WALL, A DISTANCE OF 1.84 FT.; THENCE WEST ALONG SAID WALL, 1.0 FT.; THENCE S.00°43'43" W. ALONG SAID WALL, A DISTANCE OF 32.62 FT. TO THE N. FACE OF BASEMENT WALL; THENCE N.89°47'57" W. ALONG SAID WALL, A DISTANCE OF 169.56 FT.; THENCE NORTH ALONG SAID WALL, 1.50 FT.; THENCE S.89°20'49" W. ALONG THE NORTH FACE OF BASEMENT WALL, 10.09 FT.; THENCE S.00°11'44" W., ALONG SAID WALL, A DISTANCE OF 7.25 FT.; TO THE NORTH FACE OF BASEMENT WALL; THENCE N. 89°48'16" W. ALONG SAID WALL, A DISTANCE OF 27.81 FT. TO THE EAST FACE OF WALL; THENCE N.00°25'40" W. ALONG SAID WALL, A DISTANCE OF 6.75 FT. TO A JOG IN SAID WALL; THENCE N.89°34'20" E. ALONG SAID WALL, A DISTANCE OF 1.50 FT.; THENCE N.00°25'40" W. ALONG THE FACE OF BASEMENT WALL, A DISTANCE OF 27.48 FT., TO A JOG IN THE WALL; THENCE S.89°34'20" W. ALONG SAID WALL, 1.50 FT.; THENCE N.00°25'40" W. ALONG THE FACE OF BASEMENT WALL, A DISTANCE OF 6.13 FT. TO ITS INTERSECTION WITH THE NORTH LINE OF W. QUINCY ST., EXTENDED WEST; THENCE S.89°48'16" E. ALONG SAID LINE EXTENDED, A DISTANCE OF 12.98 FT. TO THE POINT OF BEGINNING (EXCEPTING THAT PART OF THE DESCRIBED TRACT WHICH FALLS WITHIN THE EAST 8 FT. OF LOT 25 AND LOT 26 IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO).

PARCEL 2 THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS S. LA SALLE ST. DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. QUINCY ST. AND THE EAST LINE OF S. LA SALLE ST., AS WIDENED; THENCE N.00°00'35" E. ALONG THE E. LINE OF S. LA SALLE ST., 178.74 FT. TO ITS INTERSECTION WITH THE SOUTH LINE OF W. ADAMS ST.; THENCE N. 89°46'20" W. ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF W. ADAMS ST., A DISTANCE OF 12.81 FT. TO ITS INTERSECTION WITH THE EASTERLY FACE OF BASEMENT WALL; THENCE S.00°18'17" W. ALONG THE FACE OF SAID WALL, A DISTANCE OF 85.75 FT.; THENCE S.00°08'07" E. ALONG THE FACE OF SAID WALL, A DISTANCE OF 76.99 FT.; THENCE S.00°25'40" E. ALONG THE FACE OF SAID WALL, A DISTANCE OF 16.01 FT. TO ITS INTERSECTION WITH THE N. LINE OF W. QUINCY ST. EXTENDED WEST; THENCE S.89°48'16" E. ALONG SAID LINE EXTENDED, 12.98 FT. TO THE POINT OF BEGINNING.

PARCEL 3 THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS W. ADAMS ST. AND THE WESTERLY EXTENSION THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF S. LA SALLE ST., AS WIDENED, AND THE SOUTH LINE OF W. ADAMS ST.; THENCE N.89°46'20" W. ALONG THE S. LINE OF W. ADAMS ST. EXTENDED, A DISTANCE OF 12.81 FT. TO ITS INTERSECTION WITH THE EASTERLY FACE OF BASEMENT WALL; THENCE N.00°18'17" E. ALONG THE E. FACE OF SAID WALL, A DISTANCE OF 10.20 FT. TO THE SOUTH FACE OF BASEMENT WALL; THENCE S.89°55'37" E. ALONG THE FACE OF SAID WALL, A DISTANCE OF 25.88 FT. TO THE WEST FACE OF WALL OF A CONCRETE VAULT; THENCE S.00°20'53" W. ALONG THE W. FACE OF SAID WALL, A DISTANCE OF 9.43 FT. TO THE SOUTH FACE OF SAID VAULT WALL; THENCE S.89°39'07" E. ALONG THE SOUTH FACE OF SAID WALL, 36.04 FT. TO THE EAST FACE OF SAID VAULT WALL; THENCE N.00°20'53" E. ALONG THE EAST FACE OF SAID WALL, 9.66 FT. TO THE SOUTH FACE OF BASEMENT WALL; THENCE S.89°48'41" E. ALONG THE SOUTH FACE OF BASEMENT WALL, A DISTANCE OF 136.96 FT. TO THE WEST FACE OF BASEMENT WALL; THENCE S.00°06'28" W. ALONG THE FACE OF SAID WALL, A DISTANCE OF 10.52 FT. TO ITS INTERSECTION WITH THE SOUTH LINE OF W. ADAMS ST., EXTENDED EAST; THENCE N.89°46'20" W. ALONG THE SOUTH LINE OF W. ADAMS ST. AND SAID SOUTH LINE EXTENDED, A DISTANCE OF 198.87 FT. TO THE POINT OF BEGINNING.

PARCEL 4 THAT PART OF THE 20 FT. PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 33 AND 50 IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF SAID LOT 33, BEING ALSO THE N. LINE OF W. QUINCY ST. AND THE WEST LINE OF SAID 20 FT. PUBLIC ALLEY; THENCE DUE NORTH ALONG THE EAST LINE OF SAID LOTS 33 AND 50, BEING ALSO THE WEST LINE OF ALLEY, A DISTANCE OF 178.64 FT. TO THE N.E. CORNER OF LOT 50 AND THE S. LINE OF W. ADAMS ST.; THENCE S.89°46'20" E. ALONG THE EASTERLY EXTENSION OF THE S. LINE OF W. ADAMS ST., A DISTANCE OF 8.39 FT. TO THE WEST FACE OF BASEMENT WALL; THENCE S.00°06'28" W. ALONG THE FACE OF SAID WALL, A DISTANCE OF 102.25 FT., TO A JOG IN SAID BASEMENT WALL; THENCE EAST ALONG THE S. FACE OF WALL, A DISTANCE OF 7.09 FT. TO THE WESTERLY FACE OF BASEMENT WALL; THENCE S.00°17'37" E. ALONG THE FACE OF SAID WALL, A DISTANCE OF 50.75 FT. TO A JOG IN SAID WALL; THENCE EAST ALONG THE S. FACE OF WALL, A DISTANCE OF 2.57 FT. TO THE WESTERLY FACE OF BASEMENT WALL; THENCE S.00°48'45" E. ALONG SAID WALL, A DISTANCE OF 25.66 FT. TO ITS INTERSECTION WITH THE NORTH LINE OF W. QUINCY ST. EXTENDED EAST; THENCE N.89°48'16" W. ALONG THE EASTERLY EXTENSION OF THE N. LINE OF W. QUINCY ST., A DISTANCE OF 18.48 FT. TO THE POINT OF BEGINNING.

Exhibit B

That certain real property which is described as follows:

Lots 33, 34, 35, 36, 37, 38 and 39, the East eight (8) feet of Lots 40 and 43 and Lots 44, 45, 46, 47, 48, 49 and 50, all in Block One Hundred Sixteen (116), in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; said property being bounded by Adams Street on the North, an alley on the East, Quincy Street on the South and LaSalle Street in the West, having a frontage of one-hundred and seventy-eight and five-tenths (178.5) feet, more or less, on LaSalle Street, by one hundred and seventy-seven and six-tenths (177.6) feet, more or less, on Adams Street; and all improvements thereon.

Exhibit C

That certain real property (i) whose exterior boundaries are the boundaries of the parcel described in Exhibit A and (ii) whose interior boundaries are the boundaries of the parcel described in Exhibit B.

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

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

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

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

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:

Paul L. Tasch, 799882, District 14; injured July 16, 1982	\$ 63.00
Kenneth G. Thelen, 804733, District 7; injured September 6, 1982	75.40
William Thomas, 807125, District 7; injured September 12, 1982	108.75
James J. Towey, 815597, District 15; injured September 5, 1982	370.15
Steven J. Totcoff, 815378, District 11; injured July 16, 1982	86.50
Michael Anderson, Firefighter, Truck No. 19; injured March 16, 1981	53.00
Robert Bailey, Engineer, 1st District Relief; injured August 23, 1982	2,757.40
Edward Barry, Firefighter, Truck No. 20; injured August 14, 1982	127.00
Richard M. Bergmark, Engineer, Repair Shops; injured August 13, 1982	213.00
Earl Billish, Lieutenant, Engine Co. No. 99; injured August 23, 1982	2,314.20

Harold Boston, Firefighter, Hook and Ladder No. 36; injured May 26, 1981	\$ 54.00
Andrew Brozyna, Firefighter, Squad No. 1; injured August 16, 1982	71.50
Patrick Carolan, Firefighter, Engine Co. No. 94; injured October 8, 1982	114.10
Brian Cheevers, Paramedic, Ambulance No. 22; injured July 15, 1982	90.15
Manual Delacruz, Firefighter, Engine Co. No. 91; injured September 29, 1980	46.00
Kenneth Duleba, Firefighter, Engine Co. No. 57; injured May 2, 1980	66.00
Kenneth Duleba, Firefighter, Engine Co. No. 57; injured January 10, 1982	55.00
Patrick Durkin, Lieutenant, Engine Co. No. 61; injured April 18, 1978	32.00
Arthur Fischer, Firefighter, Air Sea Rescue Marine Unit; injured August 31, 1982	172.30
Timothy Fitzgerald, Firefighter, Hook and Ladder No. 4; injured September 4, 1982	111.00
Francis P. Foley, Jr., Battalion Chief; Battalion No. 23, District 6; injured September 23, 1982	56.95
Michael J. Garrity, Battalion Chief; Engine Co. No. 35; injured June 11, 1980	49.00
Robert L. Griffin, Firefighter, Engine Co. No. 4; injured October 5, 1981	93.00
George Grogan, Firefighter, Engine Co. No. 84; injured August 30, 1982	95.00
Thomas Groh, Lieutenant, 2nd District Relief; injured October 2, 1982	146.75
Joseph Guzzardo, Paramedic, Ambulance No. 10; injured May 21, 1982	20.00
Lamont Harris, Firefighter, Engine Co. No. 49; detailed to Engine Co. No. 127; injured September 28, 1982	105.75
Harry Hughes Jr., Captain, Hook and Ladder No. 24; injured September 19, 1982	71.80
John Hughes, Firefighter, Engine Co. No. 60; injured April 22, 1982	111.50
Nicholas Infante, Firefighter, Hook and Ladder No. 36; injured December 4, 1981	47.00
Salvatore Imbra, Firefighter, Hook and Ladder No. 47; injured September 4, 1982	111.25
Raymond Kolasa, Paramedic, Ambulance No. 22; injured September 3, 1982	406.00
Timothy McCauley, Firefighter, Hook and Ladder No. 35; injured January 10, 1982	58.00
John McGarry, Firefighter, Hook and Ladder No. 19; injured April 28, 1982	72.00
Thomas O. McMahon, Lieutenant, Squad No. 5; injured October 11, 1982	70.00

Bernard Malnarick, Firefighter, Engine Co. No. 98; injured July 28, 1982	\$ 189.50
Joseph Mueller, Lieutenant, Truck No. 19; injured October 5, 1981	54.00
Willie Northern, Firefighter, Engine Co. No. 16; injured April 16, 1982	187.75
Vincent O'Donnell, Firefighter, Engine Co. No. 20; injured November 3, 1980	50.00
Eugene O'Sullivan, Firefighter, Truck No. 28; injured March 29, 1982	121.00
 Bruce Parker, Firefighter, Engine Co. No. 14; injured April 30, 1981	 70.00
Frederick Patterson, Firefighter, Engine Co. No. 16; injured July 12, 1982	1,813.50
George Polson, Firefighter, Hook and Ladder No. 36; injured April 30, 1982	87.00
Roger M. Pretzel, Firefighter, Engine Co. No. 57; injured March 7, 1982	114.00
Juan Reyes, Firefighter, Engine Co. No. 57; injured August 11, 1981	49.00
 Kevin L. Roche, Paramedic, Ambulance No. 42; injured August 6, 1982	 348.25
Anthony R. Rodriguez, Firefighter, Hook and Ladder No. 29; injured July 12, 1982	147.15
Norman Sachman, Engineer, Engine Co. No. 7; injured September 18, 1982	193.00
William J. Schatz, Lieutenant, Engine Co. No. 14; injured January 10, 1982	63.00
George Schechner, Battalion Chief, Battalion No. 18; injured January 10, 1982	59.00
 Leo Seay, Firefighter, Truck No. 7; injured January 2, 1982	 55.00
Thomas Sheppard, Firefighter, Snorkel Squad No. 1; injured September 13, 1980	43.00
Mark Smith, Firefighter, Truck No. 36; injured September 28, 1981	61.00
Nicholas Sorrentino, Engine Co. No. 57; injured May 22, 1981	86.00
Johnny Stewart, Firefighter, Truck No. 18; injured September 16, 1982	128.00
 Jimmie Tribble, Firefighter, Engine Co. No. 75; injured September 23, 1982	 123.27
James Williams, Firefighter, Engine Co. No. 30; injured April 30, 1981	55.00

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 to the injured members of the Police Department and/or the 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:

Lawrence A. Ferro, 237520, District No. 13; injured April 30, 1982	\$ 150.00
James Murphy, 578395, District 7; injured June 23, 1982	581.00
Ray Peters, 643051, District No. 9; injured July 31, 1982	1,226.65
Joseph Trunzo, 820318, Traffic Court Section; injured September 23, 1982	308.50
James Flynn, Battalion Chief, Battalion No. 3; injured May 23, 1982	189.00
Lawrence Jackson, Firefighter, Truck No. 15; injured August 2, 1982	268.50
William King, Lieutenant, Engine Co. No. 102; injured September 4, 1982	6,437.74
James La Greca, Captain, Engine Co. No. 26; injured April 3, 1981	30.00
Alfonso McGill, Firefighter, Engine Co. No. 26; injured April 3, 1981	53.00
Darrell Nemec, Paramedic, Ambulance No. 6; injured September 2, 1982	290.00
Joseph Perisin, Firefighter, Squad No. 6; injured September 6, 1982	6,604.50
Cheryl Sintic, Paramedic, Ambulance No. 24; injured August 7, 1982	195.70
Thomas Sullivan-(3rd.) Paramedic, Ambulance No. 44; injured November 30, 1981	169.00
Thomas Wisniewski, Firefighter, Engine Co. No. 84; injured October 2, 1982	122.00

**Authority Granted for Miscellaneous Refunds,
Compensation for Property Damages, Etc.**

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

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

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

Nays--None.

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be 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:

Various License Refunds.

Department of Finance: Account No. 100.9112.934.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Alfredo Ruiz 2446 W. Division Chicago, Illinois 60622	20387-20194 Repair Shop	\$ 250.00
Jose Sanchez 1858 S. Throop Street Chicago, Illinois 60608	6296 Food	112.50

Damage to Vehicles.

Fire Department: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Farmers Insurance Company and Kazuko Inoue 4201 Euclid Street Rolling Meadows, Illinois 60008	3-12-82 1545 W. Rosemont (2287831709)	\$ 494.60
Keith Harris 401 East 32nd Street Suite 1708 Chicago, Illinois 60616	8-23-82 35th Street and Michigan Avenue	1,500.00

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>
Adolphus Bryant 1201 W. 112th Street Chicago, Illinois 60643	7-15-82 1201 W. 112th Street	\$ 195.00

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Damage to Vehicles and/or Property.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Insurance Company and Annie M. Lay 9335 S. Kedzie Avenue Evergreen Park, Illinois 60642	3-18-82 1100 S. Wabash 13-8405-603	\$ 681.70
Thomas C. Walker 5737 Ridgemont Lane Chicago Ridge, Illinois 60415	3-15-82 6200 S. Western Avenue	168.00
Idella Myrick 3700 S. Michigan Avenue Chicago, Illinois 60653	6-23-82 3700 S. Michigan Avenue	162.00
May Wood Industries, Inc., 2545 W. Arthington Street Chicago, Illinois 60612	3-15-82 2545 W. Arthington Street	436.00

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>
Monica Bronski 5838 W. Carmen Avenue Chicago, Illinois 60630	6-10-82 Damen South of Diversey	\$ 60.00
Pedro Alvarez 2822 S. Pulaski Road Chicago, Illinois 60623	3-3-82 30th and Pulaski Road	700.00
State Farm Insurance Company and Alex Navardauskas, 5676 S. Archer Avenue Chicago, Illinois 60638	12-21-81 44th and Western Avenue 14-5256-255	259.37
Clifton Webb 7124 S. Normal Boulevard Chicago, Illinois 60621	4-28-82 6436 S. Stewart	136.00
Mary J. Simpson 7326 S. Kenwood Avenue Chicago, Illinois 60619	8-8-82 7331 S. Dorchester	77.00
Retha Flowers 7326 S. Kenwood Avenue Chicago, Illinois 60619	8-10-82 73rd and Kenwood	100.00
Frank Disalvo 4126 W. Melrose Street Chicago, Illinois 60634	8-4-82 Milwaukee and Belmont 4100 West	78.00
William F. Haines 8216 W. Belmont Avenue Chicago, Illinois 60634	3-3-82 Grand and California	73.00

Barbara B. Risdon 3039 Hartzell Evanston, Illinois 60201	9-13-82 3200 N. Lake Shore Drive	\$ 90.00
Melvin L. Gerber 6613 S. Cottage Grove Avenue Chicago, Illinois 60637	9-17-82 Marquette and Dorchester	50.00
Michael Baim 2046 St. Johns Highland Park, Illinois 60035	6-24-82 875 N. Rush Street	110.00
Velma Broils 7215 S. Prairie Avenue Chicago, Illinois 60619	5-20-82 6919 S. Indiana Avenue	191.00
William E. Terhorst 6806 W. Moreland Drive Woodridge, Illinois 60517	10-21-82 Beaubien Court at Lake Street	168.00
George L. Senior 2739 N. Elston Avenue Chicago, Illinois 60647	6-22-82 Garage No. 5	89.00

Damage to Property.

Department of Water: Account No. 200.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light & Coke Co. 122 S. Michigan Avenue Chicago, Illinois 60603	4-26-82 226 W. 24th Street 82-0-39	\$ 538.00
Peoples Gas Light & Coke Co. 122 S. Michigan Avenue Chicago, Illinois 60603	5-20-82 11201 S. Kedzie Avenue 82-0-60	196.00
Joseph Miciak 2326 W. Cortez Street Chicago, Illinois 60622	11-24-80 2326 W. Cortez Street	850.00

and

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

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
General Incorporated 105 S. Hamlin Avenue Park Ridge, Illinois 60068	6239 N. Nordica Avenue	\$ 300.00

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

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1982.

To the President and Members of the City Council:

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

Compensation for Various Refunds:

(September 15, 1982)	Morris Samber,
(October 6, 1982)	Samuel J. Hughes
(October 6, 1982)	Alejandro Hernandez
(October 6, 1982)	Chae Won Kim.

Compensation for Damage to Vehicle:

(September 15, 1982) State Farm Insurance Company and Jan Szychinski.

having had the same and under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

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

Nays--None.

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

**Sundry Amendments Adopted for the 1983
Annual Appropriation Ordinance.**

The Committee on Finance submitted a report recommending that the City Council adopt a series of amendments to the 1983 Annual Appropriation Ordinance.

Alderman Oberman moved to *divide the question* concerning the amendment for the appropriation of \$200,000 for Emergency Shelter.

The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--43.

Nays--None.

Alderman Bloom then moved to *divide the question* concerning the amendments for the appropriation in the Department of Health and the Uniform Allowance for Crossing Guards.

The motion *Prevailed*.

On motion of Alderman Frost the said proposed amendments were *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--43.

Nays--None.

Alderman Stone next moved to *divide the question* concerning the amendment for the appropriation in the City Council for Aldermen Transportation Allowance, Alderman Contingent Expense Allowance and the Committee on Finance.

The motion *Prevailed*.

On motion of Alderman Frost the said proposed amendments were *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Kelley, Lipinski, Marzullo, Nardulli, Ray, Davis, Hagopian, Gabinski, Mell, Frost, Farina, Damato, Laurino, Pucinski, Merlo, Volini--30.

Nays--Aldermen Evans, Huels, Madrzyk, Streeter, Sheahan, Marcin, Rittenberg, Natarus, Oberman, Clewis, Axelrod, Schuller, Orr, Stone--14.

Thereupon, on motion of Alderman Frost, the remaining amendments were *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Axelrod, Schuller, Stone--35.

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

[Passed Amendments are printed on pages 14129 through 14162 of this Journal.]

Failed to Pass--SUNDRY AMENDMENTS TO THE 1983 ANNUAL
APPROPRIATION ORDINANCE.

The Committee on Finance submitted eighteen committee reports recommending that the City Council *Do Not Pass* sundry amendments.

(Continued on page 14163)

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

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Page 1

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
26	1180	DEPARTMENT OF NEIGHBORHOODS				
	1730	Program Analyst	1	25,776	1	27,060
	0308	Staff Assistant	1	21,180	1	23,388
	0178	Supervisor of Payrolls	1	22,260	1	23,388
27	0397	Coordinator of Neighborhood Programs	1	35,796	1	39,072
	3001	Neighborhood Representative I	3	21,180	2	21,180
	0397	Coordinator of Neighborhood Programs	1	29,844	2	29,844
	3001	Neighborhood Representative I			1	34,272
	0689	Assistant Manager of Telephone Communications	1	16,608	1	19,224
	0733	Information Representative I	2	15,072	3	15,072
	0733	Information Representative I	1	14,352		
		Schedule Salary Adjustments		14,552		13,384
		<u>Insert:</u> Less Turnover				53,000
28	1210	CITY COUNCIL				
	.229	Aldermen Transportation Allowance		240,000		264,000
	.801	Alderman Contingent Expense Allowance		600,000		660,000
		For the employment of personnel as needed by the aldermen to perform secretarial, clerical, stenographic, research, investigations or other functions expressly related to the office of alderman, not to exceed a maximum of 3060 hours per alderman; provided that no expenditures shall be made from this account for the purposes enumerated unless the Comptroller shall be so authorized in writing by the Chairman of the				
	.802	Committee on Finance (153,000 hrs. @ \$6.00h)		153,000 hrs.		204,000
				6.00h		6.50h
				918,000		1,326,000
	9605	Secretary to Alderman	50	21,180	50	22,260
	9618	Assistant Secretary to Alderman	50	18,312	50	19,224
28	1210	CITY COUNCIL				
	9611	Assistant Sergeant-at-Arms			1	24,528
		COMMITTEE ON BUILDING AND ZONING				
30	1217	Building and Zoning				
	9721	Investigator	5	13,020	6	13,020
	1260	COMMITTEE ON PUBLIC UTILITIES				
34	.000	For Personal Services		39,250		54,250
		Organizational Total		41,950		56,950

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
41	1340	CHICAGO COUNCIL ON FINE ARTS				
	0716	Assistant Curator of Exhibits	1	18,312		
	1770	Program Coordinator	1	18,312		
	2915	Program Auditor II	1	18,312		
	3057	Director of Program Operations			1	32,796
	1731	Coordinator of Program Services			1	29,844
	1747	Program Specialist III			1	23,388
	1728	Program Analyst II	1	15,072		
	1745	Program Specialist I	1	18,312		
	1757	Statistical Aide			1	14,352
42	0805	Secretary			1	12,396
	0734	Information Representative II	1	13,668		
43		CITY CLERK				
	1412	Secretarial and Clerical Services to City Council				
	0725	Editorial Assistant (City Council)			2	16,608
44	1416	Issuance of General License				
	0419	Records Custodian	1	13,668	1	14,352
		Schedule Salary Adjustments		1,922		1,630
		Less Turnover		10,000		27,000
		DEPARTMENT OF FINANCE				
		CITY COMPTROLLER				
51	1504	Accounting				
	08	Systems and Procedures				
	0669	Remote Terminal Operator	1	15,828		
	0669	Remote Terminal Operator	1	11,316	2	11,316
		Schedule Salary Adjustments		7,016		7,196
53	1505	Revenue Administration				
	03	License/Tax				
	0664	Data Entry Operator	1	11,316	1	11,844
	0664	Data Entry Operator	1	11,280	1	11,316
55	1506	Auditing				
	0170	Assistant Comptroller Auditing	1	40,824	1	44,592
		DEPARTMENT OF LAW				
58	1611	Administration				
	1657	First Assistant Corporation Counsel	1	68,796		
	1639	First Deputy Corporation Counsel	1	68,796	2	68,796
	1550	Deputy Corporation Counsel	1	60,000	2	60,000
	1650	Deputy Corporation Counsel	1	53,568		
	1642	Senior Attorney	1	37,368		
	1642	Senior Attorney	1	35,796		
	1643	Attorney	1	27,060		
59	0264	Senior Legal Stenographer	2	16,608	1	16,608

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF LAW (Continued)				
59	1612	General Counsel				
	1652	Chief Assistant Corporation Counsel	1	50,424	1	55,032
	1641	Senior Attorney Supervisor	4	44,592	3	44,592
	1642	Senior Attorney	1	34,272		
	1643	Attorney			1	31,320
	1643	Attorney	2	28,392	1	28,392
	1643	Attorney	4	27,060		
	1643	Attorney	4	25,776	5	25,776
	1643	Attorney	5	22,260	3	22,260
	0864	Senior Legal Stenographer	1	16,608	1	18,312
	1613	Appeals and Review				
	1652	Chief Assistant Corporation Counsel	1	47,058	1	55,032
	1642	Senior Attorney	1	47,508		
	1643	Attorney	1	29,844		
	1643	Attorney	1	28,392		
	1614	Torts				
	1641	Senior Attorney Supervisor	1	44,592	1	47,508
	1642	Senior Attorney	1	37,368	1	40,824
	1642	Senior Attorney	1	32,796	1	35,796
	1643	Attorney	1	27,060	1	29,844
	1643	Attorney	2	25,776	1	28,392
60	1643	Attorney	8	24,528	10	24,528
	1643	Attorney	2	23,388	3	23,388
	1643	Attorney	6	22,260	3	22,260
	1615	Revenue				
	1652	Chief Assistant Corporation Counsel	1	52,416	1	55,032
	1642	Senior Attorney	3	40,824	2	40,824
	1642	Senior Attorney	1	32,796	1	35,796
	1643	Attorney	1	25,776		
	1643	Attorney	2	23,388	1	23,388
	0862	Legal Stenographer	1	13,020		
		Schedule Salary Adjustments		20,000		15,666
	1616	Real Estate, Liens and Land Acquisition				
	1652	Chief Assistant Corporation Counsel	1	52,416	1	55,032
	1643	Attorney	1	27,060		
		Schedule Salary Adjustments		20,000		15,666

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF LAW (Continued)				
60	1617	Building, Housing and Urban Conservation				
	1652	Chief Assistant Corporation Counsel	1	52,416	1	55,032
	1642	Senior Attorney			1	35,796
	1642	Senior Attorney			2	34,272
	1642	Senior Attorney	2	32,796	1	32,796
	1642	Senior Attorney	2	31,320	1	31,320
	1643	Attorney	1	31,320	1	29,844
	1643	Attorney	1	27,060		
	1643	Attorney	3	24,528	4	24,528
	1643	Attorney	3	22,260	2	22,260
61	1618	Investigation				
	1683	Legal Investigator	1	17,412	2	17,412
	1683	Legal Investigator	1	15,829		
	1683	Legal Investigator	1	13,010	1	13,020
		Schedule Salary Adjustments		17,804		16,210
		<u>Insert: Finance and Economic</u>				
		Development - 1619				
	1652	Chief Assistant Corporation Counsel			1	55,032
	1642	Senior Attorney			1	47,508
	1642	Senior Attorney			1	44,592
	1642	Senior Attorney			1	39,072
	1642	Senior Attorney			2	37,368
	1643	Attorney			1	31,320
	1643	Attorney			2	29,844
	1643	Attorney			1	28,392
	1643	Attorney			1	27,060
	0864	Senior Legal Stenographer			1	17,412
					12	424,812
		<u>Insert: Ordinance Enforcement - 1620</u>				
	1652	Chief Assistant Corporation Counsel			1	55,032
	1642	Senior Attorney			1	40,824
	1643	Attorney			1	29,844
	1643	Attorney			2	28,392
	1643	Attorney			2	27,060
	1643	Attorney			1	25,776
	1643	Attorney			1	23,388
	0862	Legal Stenographer			1	13,020
					10	298,788
		DEPARTMENT OF PERSONNEL				
63	1712	Classification and Compensation Services				
	1372	Senior Personnel Analyst	3	20,184	4	20,184
		Schedule Salary Adjustments		9,501		8,661
64	1713	Employee Relations				
	0836	Senior Typist			1	10,272

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PERSONNEL (Continued)				
64	1714 0734	Employment Services Information Representative II			1	17,412
65	1716 0660 0665	Records and Information Management Services Computer Console Operator Senior Data Entry Operator	2	12,396	2 4	12,396 12,396
66	1718 1373	Staff and Organization Development Services Principal Personnel Analyst			1	23,388
		Less Turnover		115,000		175,000
		DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES				
69	1816 02 1565 1566	Testing and Inspection Board of Standards Senior Specification Engineer Specification Engineer Schedule Salary Adjustments	1	24,528 990	1	25,776
	1818 01 1820 0303 1319 1853	Warehouses and Stores Warehouses and Stores Division Assistant Superintendent of Warehouses Administrative Assistant III Chief Storekeeper Supervisor of Inventory Control III	1 1	19,224 20,184	1 1	22,250 22,250
	0302 1585 1585 70 1813	Administrative Assistant II Purchasing Field Technician Purchasing Field Technician Senior Storekeeper Schedule Salary Adjustments	1 2 1	24,528 22,260 15,072 3,523	1 2 1	15,828 24,528 22,260 129
		Less Turnover		89,000		94,000
	.157	GRAPHICS AND REPRODUCTION CENTER Rental of Equipment and Services		174,000		171,300
73	1843 0694	Printing Services Reprographics Technician III Schedule Salary Adjustments	1	17,412 1,361	1	21,180 293
75	1912 0487	BOARD OF ELECTION COMMISSIONERS Election Planning and Training Election Staff Assistant	1	24,528	1	25,776
	1914 1236 1236	Election Support Election Investigator II Election Investigator II	2	18,312	1 1	18,312 19,224

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
77	1916	BOARD OF ELECTION COMMISSIONERS (Continued) Records Processing, Registration and File Maintenance Division				
	0490	Election Records Service Clerk III	2	15,072	3	15,072
78	0492	Election Records Service Clerk I	2	12,396	1	12,396
		Less Turnover		10,000		14,000
80	3112	DEPARTMENT OF HEALTH				
	0596	Director of Community Education	1	39,072		
	0805	Secretary	1	12,396		
	3113	Personnel Policies and Utilization				
	01	Personnel Management				
	1383	Personnel Technician III	1	21,180	2	21,180
	1341	Personnel Assistant II	1	14,352		
81	02	Personnel Processing				
	0413	Inquiry Aide I	1	12,396		
	0421	Principal Clerk			1	13,020
		Schedule Salary Adjustments		1,191		567
	04	Timekeeping Section				
	0406	Clinic Clerk	1	11,844		
81	3114	Management and Operations				
	01	Administration				
	0311	Assistant Coordinator of Special Projects	1	42,672	1	46,596
	0305	Assistant to the Director			1	25,776
	0303	Administrative Assistant III	1	24,528		
	0810	Executive Secretary II	1	24,528	1	25,776
	0809	Executive Secretary I	1	15,072		
82	02	Corporate Budget Operations				
	0308	Staff Assistant			1	19,224
	0101	Accountant I	1	17,412	1	18,312
	0670	Supervisor of Terminal Operations	1	23,388	1	24,528
	0833	Word Processing Operator I	1	12,396		
	0832	Word Processing Operator II			1	13,020
	04	General Accounting Operations				
	0826	Principal Typist			1	11,844
		Schedule Salary Adjustments		7,516		3,592
83	06	Inventory Control				
	3109	Director of Pharmaceutical Services			1	35,796
	1823	Assistant Director of Warehouse			1	25,776
	1811	Storekeeper	1	12,396		

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
84	3116	DEPARTMENT OF HEALTH (Continued)				
		Data Collection Analysis and Systems Development				
	03	Control and Coding				
	1757	Statistical Aide	1	15,072	2	15,072
	1757	Statistical Aide	1	14,352		
	0421	Principal Clerk	1	11,844		
	0408	Record Clerk	4	9,780	3	9,780
85	3118	Public Health Information and Public Relations				
	0903	Audio-Vision Tester	1	12,396	2	12,396
	0903	Audio-Vision Tester			4	11,844
	3439	Medical Self Help Consultant	1	16,608		
	3119	Laboratory Testing and Analysis Service				
	01	Laboratory Division				
	3179	Microbiologist IV			1	28,392
	3178	Microbiologist III	1	19,224	1	24,528
86	5521	Chemist I	6	21,180	7	21,180
	0403	Senior Clerk	1	9,780		
87	3120	Mental Health				
	01	Division Administration Office				
	9851	Assistant Commissioner - Mental Health	1	59,204	1	49,080
	02	North River Mental Health Center				
	3534	Clinical Therapist III	1	24,528	2	24,528
88	3532	Clinical Therapist I			1	17,412
	3750	Clinic Nurse			1	19,416
	3384	Psychiatrist			1560h	26.00h
	03	Lakeview - Uptown Mental Health Center				
	3533	Clinical Therapist II	1	19,224		
	3580	Public Health Social Worker I	1	15,828		
	06	Garfield Park Mental Health Center				
	3580	Public Health Social Worker I			1	15,828
89	08	Lawndale Mental Health Center				
	3532	Clinical Therapist I			1	17,412
90	13	Englewood Mental Health Center				
	3532	Clinical Therapist I	1	17,412		
	3620	Pharmacy Helper			1	12,396
	3384	Psychiatrist	3900h	26.00h	2340h	26.00h
91	15	Southwest Mental Health Center				
	3532	Clinical Therapist I	2	17,412	1	17,412
	3536	Alcoholism Counselor			1	14,352

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
92	19 3533	DEPARTMENT OF HEALTH (Continued) Chatham - Avalon Park Mental Health Center Clinical Therapist II			1	19,224
93	3122 3613	Venereal Disease Treatment Specialty Clinics Licensed Practical Nurse	1	11,844	1	15,828
94	0401 0401	Junior Clerk Junior Clerk	2	11,844	1	12,396 11,844
	3123 3743	Tuberculosis Treatment Specialty Clinics Public Health Aide	1	11,316		
96	3125 3751	Public Health Nursing Services Public Health Nurse I	1	21,396		
	3126 3213 3213	Dental Health Dental Assistant Dental Assistant	2 3	14,352 13,668	3 2	14,352 13,668
		Schedule Salary Adjustments		2,634		1,950
97	3127 3750 3523 3748	Englewood Health Service Center Clinic Nurse Community Aide I Community Health Assistant I	2 2	19,416 9,324	1 1 1	19,416 11,316 9,324
101	3131 03 3613 0403	Neighborhood Clinical Health Services West Garfield Park Licensed Practical Nurse Senior Clerk	1 1	11,844 9,780		
105	3132 02 0303	Adult Health Services West Side Center Specialty Clinic Administrative Assistant III	1	20,184	1	23,388
107	3135 03 3751	Bureau of Health Regulations Emergency Medical Services Public Health Nurse I			1	21,396
108	3136 02 3433 0401	Bureau of Health Assurance and Protection Infectious Disease Communicable Disease Control Investigator I Junior Clerk	1 1	17,412 8,880	1	18,312
109	3137 01 1141 1142 1140 1143	Office of Planning and Evaluation Operational Research and Epidemiology Principal Operations Research Analyst Senior Operations Research Analyst Chief Operations Research Analyst Operations Research Analyst	1 1 1 1	34,272 29,844 21,180	1 1 1	31,320 22,260 35,796

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HEALTH (Continued)				
	3138	Office of Health Education				
	0596	Director of Community Education			1	39,072
	1745	Program Specialist I			1	18,312
	3420	Health Educator II	1	19,224	2	19,224
110	3140	Assistance Services to Control Alcoholism				
	3533	Clinical Therapist II	1	20,184	2	20,184
	3533	Clinical Therapist II	2	19,224	1	19,224
	3536	Alcoholism Counselor	1	15,072	1	15,828
	3536	Alcoholism Counselor	1	14,352		
	3536	Alcoholism Counselor	1	12,396		
	3620	Hospital Licensed Practical Nurse	2	12,396		
111	2736	Chief Cook	1	8.36h	1	8.78h
	2735	Cook	2	6.85h	2	7.19h
	2733	Assistant Cook	1	5.94h	1	6.24h
		Schedule Salary Adjustments		9,431		4,543
		Less Turnover		3,670,000		3,790,000
		DEPARTMENT OF PUBLIC SAFETY				
121	4107	Research and Planning				
	0632	Data Controller	1	15,816	1	16,608
		Schedule Salary Adjustments		4,782		3,990
		DEPARTMENT OF POLICE				
124	4113	Office of Professional Standards				
	9190	Supervisor of Investigations - OPS	1	29,844	1	34,272
		Schedule Salary Adjustments		6,958		2,530
125	4122	Finance Division				
	0426	Assistant Chief Clerk			1	24,528
	0426	Assistant Chief Clerk	2	23,388	1	23,388
		Schedule Salary Adjustments		4,787		3,647
126	4123	Personnel Division				
	8904	Coordinator	1	45,198	1	49,710
		Schedule Salary Adjustments		10,325		5,813
129	4125	Data Systems				
	03	Police Operations				
	0662	Senior Computer Console Operator	1	16,608	1	19,224
	0633	Data Output Handler	1	10,788	2	10,788
	0633	Data Output Handler	1	10,272		
		Schedule Salary Adjustments		10,489		7,357

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
133	4142	DEPARTMENT OF POLICE (Continued)				
	9021	Special Functions and Administration				
		Crossing Guard Coordinator	1	37,368	1	40,824
		Schedule Salary Adjustments		4,173		717
134	4143	District Law Enforcement				
	9171	Sergeant	38	31,482	37	31,482
	9161	Police Officer	1511	27,072	1510	27,072
		Schedule Salary Adjustments		929,398		946,736
138	4152	Loop Intersection Control				
	7481	Field Supervisor - Parking Enforcement	2	18,312	1	19,224
	7481	Field Supervisor - Parking Enforcement	2	17,412	1	18,312
	7481	Field Supervisor - Parking Enforcement	2	16,608	4	17,412
	7481	Field Supervisor - Parking Enforcement	1	12,396	1	15,072
		Schedule Salary Adjustments		29,950		24,754
139	4155	Special Police Services				
	9160	Police Officer (assigned as Security Specialist)	10	33,540	11	33,540
140	4163	Record Inquiry				
	0421	Principal Clerk	1	12,396	2	12,396
	0403	Senior Clerk	5	11,844	4	11,844
		Schedule Salary Adjustments		13,258		12,706
146	4173	Motor Maintenance Division				
	4238	Property Custodian	2	15,072	1	15,072
	4238	Property Custodian	3	14,352	4	14,352
		Schedule Salary Adjustments		9,462		10,182
147	4176	Communications Operation Section				
	9171	Sergeant	1	31,482	2	31,482
		Schedule Salary Adjustments		43,004		11,522
152	4184	Youth Division				
	0669	Remote Terminal Operator			1	11,316
	0834	Typist	2	9,780	1	9,780
		Schedule Salary Adjustments		34,203		32,667
159	4211	FIRE DEPARTMENT				
	01	Administration				
	8766	Headquarters Administration	1	41,088	1	45,198
	0810	Executive Assistant	1	20,184		
	0308	Executive Secretary II			1	21,180
		Staff Assistant				
		Schedule Salary Adjustments		8,683		3,577

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
160	03	FIRE DEPARTMENT (Continued)				
	1158	Research and Planning			1	22,260
	1157	Chief Methods Analyst	1	21,180		
		Principal Methods Analyst		5,483		4,403
		Schedule Salary Adjustments				
	04	Inspections and Audits				
	8770	Paramedic (assigned as instructor)	2	27,786		
	8750	Paramedic			2	20,106
163	4217	Bureau of Administrative Services				
	02	Finance and Fiscal Management				
	0159	Supervisor of Cost Control			1	20,184
	0115	Fiscal Manager	1	31,320	1	25,776
	0119	Assistant Supervisor of Accounting	1	19,224		
	0381	Director of Administration II			1	32,796
	0302	Administrative Assistant II	1	15,828		
	0423	Head Clerk	1	16,608		
	1128	Senior Management Systems Specialist	1	24,528		
	164	Director of Manpower Evaluation	1	29,844		
	0345	Contract Coordinator			1	29,844
	1481	Contract Review Specialist I			1	16,608
	1175	Senior Operations Analyst			1	18,312
		Schedule Salary Adjustments		7,786		1,618
	04	Personnel				
	8759	Assistant Director of Personnel Services			1	37,350
	0805	Secretary			1	12,396
	0832	Word Processing Operator			1	12,396
	0836	Senior Typist	2	11,316	1	11,316
	0421	Principal Clerk	1	17,412	1	13,020
	0421	Principal Clerk	1	13,020	1	11,844
165	05	Property Management				
	0826	Principal Typist			1	11,844
	0408	Record Clerk	1	10,788		
166	4219	Bureau of Support Services				
	02	Training				
	0805	Secretary			1	12,396
	03	Fire Communications				
	8633	Administrator of Fire Communications			1	39,072
	8631	Fire Dispatcher	28	35,796	27	35,796

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		FIRE DEPARTMENT (Continued)				
	4219	Bureau of Support Services (Continued)				
166	04	Apparatus Maintenance, Repair and Supply				
	6575	General Shop Foreman	1	35,028	1	39,072
	1575	Voucher Coordinator			1	13,668
	0403	Senior Clerk			1	13,668
	0408	Record Clerk	1	11,844		
	0669	Remote Terminal Operator			1	12,396
	0234	Typist	1	13,020		
	0234	Typist	1	10,736		
167		Schedule Salary Adjustments		14,329		3,579
		Less Turnover		3,946,000		3,990,000
		DEPARTMENT OF ZONING				
168	4311	Zoning Use Compliance				
	2159	Code Enforcement Supervisor			1	22,260
	0308	Staff Assistant	1	20,184		
		DEPARTMENT OF INSPECTIONAL SERVICES				
172	4414	Bureau of Administrative Services				
	03	Typing Pool				
	0403	Senior Clerk			1	9,780
	0836	Senior Typist	1	10,272		
175	4418	Bureau of Licensing, Registration and Permits				
	01	Administration				
	1280	Director of Licensing, Registration and Permits	1	44,592	1	48,036
176	02	Examination of Plans				
		Schedule Salary Adjustments		7,061		1,109
	4419	Bureau of Conservation				
	02	Inspections				
	2123	Assistant Director of Conservation				
		Inspections			1	47,508
	2121	District Director	3	39,072	2	39,072
	2161	Chief Code Enforcement Officer	1	29,844	1	35,796
		Schedule Salary Adjustments		30,919		2,295
178	4420	Bureau of Technical Inspections				
	02	Construction Inspection				
	2174	Construction Inspector	4	29,844	5	29,844
	2174	Construction Inspector	6	27,060	5	27,060
		Schedule Salary Adjustments		3,503		719

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 13

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF INSPECTIONAL SERVICES (Continued)				
	4420	Bureau of Technical Inspections (Continued)				
178	03	Electrical Code Compliance Inspection				
	5155	Assistant Chief Electrical Inspector	2	3323.50m	2	42,342
	5153	Supervisor of Electrical Inspectors	4	3196.00m	4	40,228
179	05	Mechanical Equipment Inspection				
	2189	Chief Mechanical Inspector	1	3315.00m	1	44,592
	07	Iron Inspections				
	2165	Supervising Iron Inspector	1	3179.00m		
	2165	Chief Structural-Architectural Inspector			1	3179.00m
		DEPARTMENT OF CONSUMER SERVICES				
182	4511	Administration				
	9803	First Deputy Commissioner - Consumer Services	1	51,000	1	55,000
	2457	Assistant to the Commissioner -				
		Consumer Services	1	27,060		
	1722	Special Program Director			1	27,060
	0670	Supervisor of Terminal Operations	1	16,608		
	0670	Supervisor of Terminal Operations			1	18,312
	1301	Administrative Services Officer I	1	27,060	1	28,392
	4514	Consumer Protection Inspections -				
		Food and Dairy				
	2385	Assistant Director of Consumer Protection	1	40,824	1	42,672
	2477	Assistant Chief Consumer Service Supervisor			1	29,844
	2473	Consumer Service Supervisor	1	28,392	2	28,392
	2473	Consumer Service Supervisor	4	27,060	2	27,060
	2473	Consumer Service Supervisor			1	21,180
	2475	Consumer Service Officer III	1	40,824		
	2475	Consumer Service Officer III	3	27,060	2	27,060
	2475	Consumer Service Officer III	1	29,844	2	29,844
	2475	Consumer Service Officer III	1	23,388	2	23,388
	2472	Consumer Service Officer II	4	24,528	5	24,528
183	2472	Consumer Service Officer II	16	22,260	15	22,260
	2472	Consumer Service Officer II	8	21,180	9	21,180
	2472	Consumer Service Officer II	9	20,184	8	20,184
	2472	Consumer Service Officer II	4	19,224	3	19,224
	2472	Consumer Service Officer II	6	18,312	7	18,312
	2472	Consumer Service Officer II	6	16,608	5	16,608
	2471	Consumer Service Officer I	4	18,312	3	18,312
	2471	Consumer Service Officer I	6	15,072	7	15,072
	0836	Senior Typist			2	10,272
		Schedule Salary Adjustments		24,460		5,704
	4516	Consumer Protection Ordinance Enforcement				
	2459	Deputy Commissioner - Enforcement	1	55,000	1	51,000
	2471	Consumer Service Officer I	1	15,072		
184	3401	Program Planner			1	27,060
	0631	Senior Data Controller			1	15,072
		Schedule Salary Adjustments		3,784		2,320

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

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Page 14

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF CONSUMER SERVICES (Continued)				
	4517	Regulation of Public Vehicle Operation				
	2458	Deputy Commissioner - Public Vehicle Operations	1	45,956	1	47,508
	0383	Complaint and Violation Hearing Officer	1	24,528	1	25,776
		Schedule Salary Adjustments		2,961		1,713
	4518	Energy and Environmental Protection				
	2049	Environmental Control Engineer V			1	29,844
	2047	Environmental Control Engineer III	1	29,844	2	29,844
	2001	Environmental Control Inspector I			1	18,312
185	0413	Inquiry Aide I			1	15,072
		Less Turnover		85,000		205,000
		COMMISSION ON ANIMAL CARE AND CONTROL				
187	4710	Animal Care and Control				
	0302	Administrative Assistant II	1	15,828	2	15,828
	0301	Administrative Assistant I			1	12,396
	3499	Pavillion Maintenance Aide	63m	943.00m	84m	943.00m
	1754	Statistical Clerk			6m	943.00m
	0421	Principal Clerk	3m	987.00m		
	0413	Inquiry Aide I	21m	943.00m	30m	943.00m
	0797	Receptionist	6m	815.00m	9m	815.00m
		Schedule Salary Adjustments		18,547		16,891
		Insert: Less Turnover				60,000
		MAYOR'S LICENSE COMMISSION AND LOCAL LIQUOR CONTROL COMMISSIONER				
188	4860	Local Liquor Control Commissioner				
	0805	Secretary	1	15,072	1	18,312
		OFFICE OF CABLE COMMUNICATIONS ADMINISTRATION				
190	.149	Other Professional and Technical Services		200,000		175,000
	4881	Cable Communications Administration				
	9771	Cable Administrator	1	65,000	1	70,000
	9845	Cable Commissioner	4	15,000	4	20,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 15

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION				
		COMMISSIONER'S OFFICE				
191	5111	Administration				
	01	Administration - Departmental				
	0302	Administrative Assistant II	1	24,528	1	25,776
	0805	Secretary	1	16,608	1	17,412
	03	Payroll Section				
	0303	Administrative Assistant III	1	23,388	1	25,776
		Schedule Salary Adjustments		5,115		2,727
193	5112	Safety and Training				
	6122	Safety Specialist III			1	23,388
	6121	Safety Specialist II	1	22,260		
		Schedule Salary Adjustments		1,158		30
		BUREAU OF STREETS				
194	5211	Administration - Board of Local Improvements				
	6144	Engineering Technician V	1	27,060	1	29,844
		Schedule Salary Adjustments		1,280		
195	5212	Administration of Special Assessments				
		Schedule Salary Adjustments		2,541		1,037
		BUREAU OF SANITATION				
196	.128	Fees and Services		15,032,000		14,700,000
197	5311	Administration				
	8194	Assistant Supervisor of Street Cleaning	2	27,060	3	27,060
	8194	Assistant Supervisor of Street Cleaning	1	21,180		
	2921	Senior Research Analyst	1	24,528	1	29,844
	0345	Contract Coordinator	1	34,272	1	39,072
198	5317	Refuse Collection				
	01	Supervisory and Clerical				
	8173	Ward Superintendent	22	37,368	23	37,368
	8173	Ward Superintendent	4	34,272	6	34,272
	8173	Ward Superintendent	6	32,796	3	32,796
		Schedule Salary Adjustments		19,534		12,010
		BUREAU OF ELECTRICITY				
		ELECTRICAL MAINTENANCE AND OPERATION DIVISION				
202	5412	Electrical Engineering Services				
	0421	Principal Clerk			1	18,312
	0421	Principal Clerk			1	15,072
	0146	Senior Account Clerk	1	17,412		
	1754	Statistical Clerk	1	13,668		
	6145	Engineering Technician VI	1	28,392	1	31,320
		Schedule Salary Adjustments		2,444		1,412
	5416	In-Service Maintenance of Electrical Equipment				
	7175	Superintendent of Garage	1	34,272	1	39,072
203		Less Turnover		290,000		299,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 16

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION (Continued)				
		ELECTRICAL CONSTRUCTION DIVISION				
205	5422	Construction Engineering			1	29,844
	6145	Engineering Technician VI			1	22,260
	6145	Engineering Technician VI	2	22,260	1	22,260
	6144	Engineering Technician V	1	28,392	1	20,184
		BUREAU OF PARKING				
213	.160	Repair or Maintenance of Property		1,900,000		1,890,000
	5711	Administration				
	0328	Business Manager			1	31,320
	0308	Staff Assistant	1	28,392	1	27,060
	0303	Administrative Assistant III	2	25,776	1	25,776
	7425	Supervisor of Parking Collections	1	18,312	1	22,260
	0403	Senior Clerk	2	13,020		
	0403	Senior Clerk	2	10,272	1	10,272
	1754	Statistical Clerk			2	13,668
	1754	Statistical Clerk			2	11,316
	0836	Senior Typist	1	10,788		
		Schedule Salary Adjustments		3,919		2,891
		BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION				
216	5812	Operations - Support Services				
	7927	Assistant Superintendent of Forestry			1	25,776
	0177	Supervisor of Accounts			1	22,260
	7975	District Tree Foreman	1	24,528		
217	5813	Operations - Protection and Maintenance of Street Foliage				
	7916	Forestry Supervisor	1	29,844	1	32,796
		Schedule Salary Adjustments		1,449		989
		Less Turnover		40,000		66,000
		DEPARTMENT OF PUBLIC WORKS				
		COMMISSIONER'S OFFICE				
218	6111	General				
	0318	Assistant to the Commissioner	1	28,392	2	28,392
	0318	Assistant to the Commissioner	1	27,060		
	0797	Receptionist	1	13,020		
	1755	Research Aide			1	13,668
		Schedule Salary Adjustments		2,425		445
		ADMINISTRATION DIVISION				
221	6121	General				
	5614	Civil Engineer IV	1	35,796		
	5615	Civil Engineer V	2	39,072		
	5615	Civil Engineer V			3	39,072
	0301	Administrative Assistant I			1	18,312
	0421	Principal Clerk	3	17,412	2	17,412
		Schedule Salary Adjustments		5,417		1,241

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 17

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS (Continued)				
		BUREAU OF ENGINEERING				
225	6211	Programs				
	5981	Coordinator of Public Utilities			1	35,796
	5980	Utilities Coordinator	1	34,272		
226	5622	Structural Engineer V	1	37,368	1	35,796
	6145	Engineering Technician VI			1	27,060
	6144	Engineering Technician V			1	23,388
	6143	Engineering Technician IV	3	24,528	2	24,528
	6143	Engineering Technician IV	1	22,260		
	1302	Administrative Services officer II	1	39,072	1	47,508
	0382	Supervisor of Administrative Services			1	29,844
	0303	Administrative Assistant III			1	18,312
227	0805	Secretary	1	15,072		
	0825	Principal Stenographer	1	14,352	2	14,352
		Schedule Salary Adjustments		42,139		32,655
228	6212					
	1440	Coordinating Planner II				34,272
	1441	Coordinating Planner I				31,320
	1413	Supervising Transportation Planner				28,392
	1405	City Planner V				25,776
	1404	City Planner IV				23,388
	1403	City Planner III				21,180
	1402	City Planner II				19,224
	1401	City Planner I				17,412
	1406	Planning Assistant				15,072
230		Less Turnover		150,000		200,000
231	.182	Heat, Light, and Power (Public)		370,000		364,192
	6252	Bridge Operations				
	7234	Roving Bridgetender and Bridgetender				
		Operating One-Man Bridge	82	1,665.50m	90	1,665.50m
	7233	Bridgetender	60	1,605.00m	52	1,605.00m
		BUREAU OF MAPS AND PLATS				
232	6312	Map Division				
	5757	Computer Cartographer II			1	12,396
	5756	Computer Cartographer I			1	11,844
	0665	Senior Data Entry Operator			1	12,396
	0561	Data Entry Clerk	1	10,788		
		Schedule Salary Adjustments		1,962		1,114
		Insert: Less Turnover				25,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 18

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS (Continued)				
		BUREAU OF ARCHITECTURE				
233	6413	Programs				
	5402	Architect II	2	23,388	1	23,388
	5404	Architect IV			1	25,776
	5402	Architect II	2	22,260	1	22,260
	5463	Architectural Technician IV	1	24,528	1	27,060
		Schedule Salary Adjustments		20,646		20,380
		BUREAU OF CONSTRUCTION				
237	6421	Contracts				
	01	Professional				
	5614	Civil Engineer IV	6	35,796	7	35,796
	5614	Civil Engineer IV	5	34,272	4	34,272
	5614	Civil Engineer IV	3	31,320	4	31,320
	5614	Civil Engineer IV	2	29,844	1	29,844
	5613	Civil Engineer III	6	23,388	5	23,388
	5611	Civil Engineer I	6	19,224	9	19,224
	6144	Engineering Technician V	2	20,184	1	20,184
	6143	Engineering Technician IV	4	18,312	3	18,312
238	5404	Architect IV	2	23,388	1	23,388
	5402	Architect II			1	22,260
	5402	Architect II	4	20,184	5	20,184
	5402	Architect II	2	19,224	1	19,224
	0301	Administrative Assistant I			1	15,828
	0421	Principal Clerk	1	15,072		
	0823	Senior Stenographer	1	11,316		
	0826	Principal Typist			2	11,844
		Schedule Salary Adjustments		37,860		23,724
239	6422	Architectural				
	01	Professional				
	0834	Typist			1	10,788
	02	Trades				
	4526	General Foreman of General Trades	2	3,077.00m	2	3,200.00m
240	6423	General				
	01	Professional				
	6143	Engineering Technician IV			1	18,312
	1406	Planning Assistant	1	15,072		
	7103	Equipment Coordinator			1	16,608
	0421	Principal Clerk	1	13,668	1	11,844
	0836	Senior Typist			1	13,020
		Schedule Salary Adjustments		4,357		3,789

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

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Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS (Continued)				
		BUREAU OF CONSTRUCTION (Continued)				
241	02	Trades				
	4301	Carpenter (Sub-Foreman)	1	17.50h		17.50h
	4301	Carpenter	14	16.50h	15	16.50h
	4575	Pile Driver Mechanic	1	16.50h	2	16.50h
	4634	Painter (Sub-Foreman)	1	15.40h		15.40h
	4634	Painter	8	14.50h	9	14.50h
		Less Turnover		631,000		705,000
		BUREAU OF BUILDINGS MANAGEMENT				
243	6431	Administration				
	4228	General Superintendent of Maintenance	1	2,475.50m	1	2,625.50m
		Schedule Salary Adjustments		2,039		239
	6432	Buildings Management Operations				
	7747	Chief Operating Engineer	1	3,120.00m	8	3,120.00m
	7745	Assistant Chief Operating Engineer	7	16.50h		
		Schedule Salary Adjustments		2,826		2,366
		Less Turnover		243,000		269,000
		DEPARTMENT OF AVIATION				
246	8653	Chicago Midway Airport				
	0302	Administrative Assistant II			1	15,828
247	4232	Head Security Guard			1	15,072
	6674	Machinist			2	17.40h
	5040	Foreman of Electrical Mechanics			1	18.55h
	4265	Watchman	1	6.81h	2	6.81h
	7005	Airport Maintenance Foreman			1	8.69h
	7185	Foreman of Motor Truck Drivers	1	14.95h	2	14.95h
	7183	Motor Truck Driver	5	14.30h	4	14.30h
	7183	Motor Truck Driver (Operating Sweeper)			300h	14.55h
		Schedule Salary Adjustments		5,062		5,016
		Less Turnover		66,000		243,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 20

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
249	.042	DEPARTMENT OF FINANCE-GENERAL Hospitalization/Medical Care Insurance		75,250,000		74,650,000
250	.441	For the replacement of machinery and equipment: to be expended under the direction of the Budget Director.....		14,000,000		13,700,000
	.715	Contingent and other expense for corporate purposes not otherwise provided for: to be expended under the direction of the Vice Mayor		40,000		45,000
	.721	<u>Insert:</u> For expenses in connection with the conduct of public hearings in the communities of Chicago, and such other expenses as may be necessary in the study of public utility practices, procedures, policies and activities in the City of Chicago: to be expended under the direction of the Chairman of the Committee on Finance				100,000
251	.927	<u>Insert:</u> For payment for Emergency Shelter: to be expended under the direction of the Commissioner of Human Services				200,000

NOTE: Additional Corporate Fund Amendments appear on Page 33.

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

200 - Water Fund

Page 21

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
254	4420	DEPARTMENT OF INSPECTIONAL SERVICES Bureau of Field Inspections				
	2231	Plumbing Code Compliance Inspection Plumbing Inspector	22	3,068.50m	26	3,068.50m
256	8111	DEPARTMENT OF WATER Commissioner's Office				
	0308	Administration Staff Assistant			1	28,392
257	8115	Chief Water Engineer's Office				
	5693	Chief Water Engineer	1	47,508	1	50,436
	5691	Assistant Chief Water Engineer			1	44,592
	5690	Water Engineer	3	42,672	2	42,672
258	8211	Bureau of Water Service Deputy Commissioner's Office				
	1302	Administration			1	28,392
	0303	Administrative Service Officer II			1	17,412
	0308	Administrative Assistant III	1	27,060		
	0302	Staff Assistant	1	16,608	1	13,668
	0805	Administrative Assistant II Secretary	1	13,020		
260	8223	Water Collection Division				
	0401	Consumer Services	1	11,316	2	11,316
	0401	Junior Clerk	1	10,788		
		Junior Clerk Schedule Salary Adjustments		3,335		2,807
262	8232	Reading Meters				
	1063	Supervisor of Water Rate Takers	1	29,844	1	31,320
	1063	Supervisor of Water Rate Takers	4	28,392	5	28,392
	1063	Supervisor of Water Rate Takers	1	24,528	1	25,776
	1061	Water Rate Taker	79	2,064.00m	78	2,064.00m
	8235	Making Annual and Special Examinations				
	1063	Supervisor of Water Rate Takers	1	27,060	1	29,844
	2237	Chief Plumbing Inspector			1	44,592
	2233	Plumbing Inspector in Charge			1	3,238.50m
	2231	Plumbing Inspector			4	3,068.50m

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

200 - Water Fund

Page 22

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF WATER (Continued)				
		Bureau of Water Distribution				
265	.557	Laying Mains for Betterments		5,360,000		5,170,000
266	8271	Administration				
	01	Administrative				
	2233	Plumbing Inspector in Charge	1	3,238.50m		
269	8284	Repairs, Renewals and Water Leak Control				
	2237	Chief Plumbing Inspector	1	44,592		
	2231	Plumbing Inspector	540m	3,068.50m	492m	3,068.50m
		Water Purification Division				
272	8341	Administration				
	5566	Engineer of Water Purification	1	48,036	1	50,436
273	8342	Operation and Maintenance				
		South Water Filtration Plant				
	5040	Foreman of Electrical Mechanics	1	18.55h	2	18.55h
	5035	Electrical Mechanic	24	17.55h	23	17.55h
		Schedule Salary Adjustments		7,850		3,410
275	8348	James W. Jardine Purification Plant				
	5519	Filtration Engineer IV	1	34,272	1	25,776
		Schedule Salary Adjustments		10,200		13,852
		Pumping Station Operation Division				
277	8351	Administration				
	01	Supervisory and Clerical				
	6087	Engineer of Water Pumping	1	48,036	1	50,436

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

300 - Vehicle Tax Fund

Page 23

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
285	.801	COMMITTEE ON TRAFFIC CONTROL AND SAFETY For plans and surveys relating to function, use and improvements of streets; for the study of channelization of streets and intersections; all with respect to the facilitation of traffic and the safety of the pedestrian, and the services, supplies and reports incident thereto....		368,500		375,800
286	1418	CITY CLERK				
	0302	Issuance of Vehicle Licenses			1	27,060
	1249	Administrative Assistant II	3	16,608	2	16,608
	0423	License Investigator II			1	17,412
		Head Clerk				
		Schedule Salary Adjustments		8,785		5,449
288	1505	DEPARTMENT OF FINANCE				
	02	CITY COMPTROLLER				
	0302	Revenue Administration				
		Collections				
		Administrative Assistant II	1	24,528		
289	1621	DEPARTMENT OF LAW				
	1652	Traffic Enforcement Actions				
		Chief Assistant Corporation Counsel	1	52,416	1	55,032
		Schedule Salary Adjustments				39,500
292	5220	DEPARTMENT OF STREETS AND SANITATION				
	8232	BUREAU OF STREETS				
	8054	Construction Authorization and Inspection	1	34,272	1	37,368
	8054	Coordinator of Street Permits	1	27,060	1	32,796
	8053	Public Way Inspector IV	1	16,608		
	8053	Public Way Inspector IV	3	23,388	2	23,388
	8053	Public Way Inspector III	1	19,224	2	19,224
293	0401	Public Way Inspector III	1	9,324	1	8,880
	5230	Junior Clerk				
	8250	Engineering for Pavement Improvement and Repair				
	8250	Coordinator of Street and Sidewalk Improvements			1	35,796
	1912	Coordinator of Street and Sidewalk Improvements			1	29,844
	1912	Project Coordinator	2	32,796	2	35,796
	6145	Project Coordinator			1	28,392
	6144	Engineering Technician VI	2	34,272	1	34,272
	6143	Engineering Technician V	1	27,060		
		Engineering Technician IV	2	18,312	3	18,312

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

300 - Vehicle Tax Fund

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Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS AND SANITATION (Continued)				
		BUREAU OF STREETS (Continued)				
	5030	Engineering for Pavement Improvement and Repair (Continued)				
294	6142	Engineering Technician III	1	15,828	2	15,828
	6142	Engineering Technician III	3	15,072	2	15,072
	5762	Civil Engineering Draftsman II	1	17,412		
	0833	Word Processing Operator I	1	12,396		
	0832	Word Processing Operator II			1	13,020
		Schedule Salary Adjustments		22,900		22,304
		Less Turnover		100,000		128,000
		BUREAU OF STREETS				
295	5240	Pavement Improvement and Repair				
	8276	Superintendent of Streets	1	47,508	1	49,992
	8255	General Foreman of Laborers (Curb and Gutter)	2	2,595.00m	1	2,595.00m
	8320	Materials Dispatcher	4	12.40h	4	13.65h
	8243	General Foreman of Laborers	1	2,595.00m	2	2,595.00m
		BUREAU OF STREET TRAFFIC				
301	.157	Rental of Equipment and Services		1,167,000		1,120,000
302	5513	Towing Operations				
	6296	Assistant Director of Towing	1	35,796	2	35,796
303	7102	Dispatch Clerk	1	12,396	1	14,352
	7185	Foreman of Motor Truck Drivers	8	14.95h	7	14.95h
		Schedule Salary Adjustments		624		210
		DEPARTMENT OF PUBLIC WORKS				
	6260	BUREAU OF TRAFFIC ENGINEERING AND OPERATIONS				
307	.158	Rental of Equipment and Services - City Owned		43,350		
	.160	Repair or Maintenance of Property		118,000		121,000
	.166	Subscriptions and Dues		350		550
	.176	Maintenance City Vehicles				4,100
	.228	Automobile Allowance - Schedule Rate		40,000		49,000
	.270	Local Transportation		5,300		5,500
	.422	Office Machines		1,000		4,200
	.423	Communications Devices				6,150
	.424	Furniture and Furnishings				3,300
	.700	For Contingencies		500		1,000
	.801	For Maintenance of Computerized Down-Town Signal Control System		105,000		118,700

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

300 - Vehicle Tax Fund

Page 25

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS (Continued)				
		BUREAU OF TRAFFIC ENGINEERING AND OPERATIONS (Continued)				
	6261	Administration				
	5938	Deputy Commissioner of Public Works			1	51,360
	8277	Deputy Commissioner of Streets and Sanitation	1	51,360		
	1770	Program Coordinator	1	27,060		
	0115	Fiscal Manager			1	29,844
308	6263	Traffic Surveys and Field Studies				
	6255	Traffic Engineer V			2	35,796
	6254	Traffic Engineer IV	1	34,272		
	6252	Traffic Engineer II			1	21,180
	6251	Traffic Engineer I			1	19,224
	6145	Engineering Technician VI	1	34,272		
	6297	Traffic Service Supervisor II	1	15,072	1	19,224
	6174	Traffic Serviceman	3	18,312	2	18,312
	6174	Traffic Serviceman			1	11,844
	1151	Systems Programmer			1	22,260
	0423	Head Clerk			1	13,668
309		Schedule Salary Adjustments		6,522		3,418
		Less Turnover		10,000		96,000

PROPOSED AMENDMENTS TO 1982 APPROPRIATION ORDINANCE

314 - Sewer Fund

Page 26

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
314	.176	DEPARTMENT OF SEWERS Vehicles		500,000		480,000
315	8412	Fiscal Management				
	1580	Supervisor of Contracts	1	35,796	1	39,072
	0345	Contracts Coordinator	1	35,796	1	37,368
	1128	Senior Management Systems Specialist	1	32,796	1	35,796
	0363	Management Aide			1	11,316
		Schedule Salary Adjustments		6,622		5,322
316	8421	Sewer Inspections				
	8316	Bench and Grade Inspector	1	17,412		
	8422	Sewer Design				
	5741	Graphic Artist I			1	11,844
317	8430	Maintenance Division Administration				
	8347	Superintendent of Sewer Cleaning	2	44,592	2	46,596
	8431	Maintenance Districts				
	8349	Assistant Superintendent of Sewer Cleaning	2	40,824	2	42,672

PROPOSED AMENGEMENTS TO 1983 APPROPRIATION ORDINANCE

346 - Library Maintenance and Operation Fund

Page 27

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
325	7114	CHICAGO PUBLIC LIBRARY				
		Central Library Reader Services				
	0501	Librarian I	3	16,608	4	16,608
	0501	Librarian I	3	15,828	2	15,828
		Schedule Salary Adjustments		7,983		3,503
330	7118	Operation and Maintenance of Buildings				
	0333	Director of Library Facilities and Equipment	1	39,072		
	0387	Director of Staff Services			1	42,672

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

355 - Municipal Hotel Operators' Occupation Tax Fund

Page 28

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
6		Revenue of year 1983 - appropriable: Hotel Operators' Occupation Tax receipts		2,950,000		3,400,000
		For the promotion of tourism, conventions and other special events, to be expended under the direction of the Mayor with quarterly statements of all amounts expended submitted to the City Council.....				
333	.801			3,050,000		3,500,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

701 - Calumet Skyway Toll Bridge Revenue Fund

Page 29

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
342	.160	Operation of Calumet Skyway Toll Bridge				
		Repair or Maintenance of Property		3,000,000		2,850,000
343	6272	Toll Collection Division				
	0288	Toll Attendant	3	13,668	9	13,668
	0206	Head Cashier	1	15,072		
	0261	Head Skyway Teller			1	15,828
	0260	Skyway Teller	2	11,844	6	12,396
		Schedule Salary Adjustments		11,676		9,358
	6273	Maintenance Division				
	9436	Skyway Maintenance Man	3	12,396	4	12,396
	9593	Station Laborer			1	7.06h
344	9112	Finance General				
	0194	Auditor IV	1	31,320		
	0102	Accountant II			1	23,388

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

740 - Chicago - O'Hare International Airport Revenue Fund

Page 30

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
345	.040	DEPARTMENT OF AVIATION For adjustments in wages of Per Diem employees to conform with Prevailing Rates, when approved by the City Council		700,000		
347	8654	Chicago - O'Hare International Airport				
	7043	Coordinator of Procedures - O'Hare	1	29,844	1	31,320
	7010	Airport Operations Supervisor I	2	18,312	3	18,312
	7002	Airport Operations Aide			1	15,072
	2001	Environmental Inspector I			3	13,668
	5414	Landscape Architect IV			1	23,388
	3092	Program Director			2	29,844
	0746	Staff Writer			1	16,608
	6122	Safety Specialist III			1	17,412
	6121	Safety Specialist II	1	13,020		
	6120	Safety Specialist I			1	12,396
348	1341	Personnel Assistant II			1	14,352
	0421	Principal Clerk	2	14,352		
	0421	Principal Clerk	2	13,668	1	13,668
	0403	Senior Clerk			2	9,780
	0810	Executive Secretary II			1	18,312
	0805	Secretary			1	12,396
	0661	Data Entry Clerk	1	11,316		
	0826	Principal Typist	1	13,020		
	0826	Principal Typist	1	11,844	2	11,844
	0162	Supervisor of Aviation Disbursements			1	24,528
	0159	Supervisor of Cost Control	1	23,388		
	0729	Information Coordinator	1	27,060		
	7037	Airport Information Representative II	14,000h	6.50h	20,000h	6.50
	7058	Assistant Director Aviation Security			1	18,312
	4217	Shift Supervisor Aviation Security			2	16,608
	4232	Head Security Guard			1	19,224
	4232	Head Security Guard	1	15,828	1	18,312
349	4232	Head Security Guard	3	15,072	2	15,072
	4231	Senior Security Guard	1	14,352		
	4231	Senior Security Guard	3	13,668	4	13,668
	4213	Security Guard/with Police, Firefighter or Military Experience	13	16,608	12	16,608
	4213	Security Guard/with Police, Firefighter or Military Experience	15	15,828	14	15,828
	4213	Security Guard/with Police, Firefighter or Military Experience	16	12,396	18	12,396

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

740 - Chicago - O'Hare International Airport Revenue Fund

Page 31

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF AVIATION (Continued)				
	8654	Chicago - O'Hare International Airport (Continued)				
	7139	Ground Transportation Monitor	4	5.37h		
	6575	General Shop Foreman	1	37,368	1	39,072
	6674	Machinist	22	17.40h	23	17.40h
	6675	Machinist Helper	2	16.10h	1	16.10h
		Schedule Salary Adjustments		64,987		121,586
350	8657	Custodial Services				
	4223	Custodial Workers	162	1347.50m	176	1347.50m
		Less Turnover		190,000		
351	9112	Finance General				
	0104	Accountant IV	1	29,844		
	0194	Auditor IV			1	31,320

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

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

Page 32

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
354	8661	DEPARTMENT OF AVIATION				
	4232	O'Hare Parking Facility Operation				
	7141	Head Security Guard	1	15,072	1	16,608
		Services Vehicle Operator	5	8,13h	6	8,13h
		Schedule Salary Adjustments		18,369		18,246
		Less Turnover		19,000		37,000

PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page 33

Budget Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
80	3112	DEPARTMENT OF HEALTH				
	9686	Department of Health				
	9686	Deputy Commissioner of Health	1	59,204	1	59,204
	9686	Deputy Commissioner of Health - Mental Health				
122	.091	DEPARTMENT OF POLICE				
		Uniform Allowance - Crossing Guards		472,150		505,875
152	4183	Area Criminal Investigation				
		Schedule Salary Adjustments		93,861		60,136
182	4511	DEPARTMENT OF CONSUMER SERVICES				
		Administration				
		Schedule Salary Adjustments		3,668		2,192
	4514	Consumer Protection Inspections - Food and Dairy				
	2475	Consumer Service Officer III			1	31,320
	2475	Consumer Service Officer III	2	29,844	1	29,844
191	5111	DEPARTMENT OF STREETS AND SANITATION				
	01	COMMISSIONER'S OFFICE				
		Administration				
		Administration - Departmental				
		Insert:				
192	0313	Assistant Commissioner			1	35,796
		Schedule Salary Adjustments		2,796		1,404
196	.128	BUREAU OF SANITATION				
	5311	Fees and Services		14,700,000		14,670,000
197	2921	Administration				
		Senior Research Analyst	1	25,776	1	27,060
198	5317	Refuse Collection				
	01	Supervisory and Clerical				
	8173	Ward Superintendent	23	37,368	24	37,368
	8173	Ward Superintendent	13	35,796	12	35,796
	0416	Ward Clerk	8	21,180	9	21,180
	0416	Ward Clerk	3	15,072	4	15,072
	0416	Ward Clerk	7	13,668	6	13,668
200	5328	Rodent Control				
	0308	Staff Assistant	1	29,844		

CORRECTIONS AND REVISIONS OF 1985-2016 RECOMMENDATIONS

Form: ☒ Corporate-100

☒

Corporate-100

Other:

Page _____

[illegible]

(Continued from page 14128)

Alderman Bloom moved to take up for consideration the two reports of the Committee on Finance concerning amendments to the 1983 Annual Appropriation Ordinance for the Municipal Utilities Tax and personnel levels in the Department of Streets and Sanitation.

The motion *Prevailed*.

After debate on the said proposed amendments Alderman Burke moved the *Previous Question*.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendments *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Huels, Rittenberg, Oberman, Volini, Orr--7.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--40.

Alderman Schulter then moved to take up for consideration the report of the Committee on Finance concerning a proposed amendment for the Senior Citizens Unit in the Police Department.

The motion *Prevailed*.

Alderman Frost then moved to *Concur In* the committee's recommendation.

The Chair thereupon stated, "*Shall the proposed amendments Pass, notwithstanding the Committee's adverse recommendations?*"

The question being put, the committee's recommendation was *Not Concurred In* by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Huels, Majerczyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Marzullo, Nardulli, Davis, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--26.

Nays--Aldermen Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Madrzyk, Barden, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton--18.

Alderman Frost then moved for a verification of the Roll Call.

The Clerk, upon instruction from the Chair, re-called the roll.

Upon the re-calling of the roll, the committee's recommendation was *Not Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Huels, Majerczyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Davis, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--24.

Nays--Aldermen Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Madrzyk, Barden, Sherman, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton--21.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Madrzyk, Burke, Brady, Kelley, Sherman, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski --26.

Nays--Aldermen Evans, Bloom, Bertrand, Huels, Majerczyk, Streeter, Kellam, Sheahan, Davis, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--19.

Alderman Frost then moved to *refer* said proposed amendment back to the Committee on Finance.

The motion *Prevailed*.

Alderman Volini next moved to take up for consideration the report of the Committee on Finance concerning a proposed amendment for transfers of Police Personnel in the Office of Municipal Investigation to the Senior Citizens Service Center.

The motion *Prevailed*.

Alderman Frost then moved to *refer* the said amendment to the Committee on Finance.

The motion *Prevailed*.

Alderman Volini then moved to take up for consideration the report of the Committee on Finance concerning the proposed amendment for Emergency Shelter to the Homeless.

The motion *Prevailed*.

Alderman Evans next moved to amend the said proposed amendment.

Alderman Frost moved to *refer* both proposed amendments to the Committee on Finance.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Clewis, Axelrod, Schulter, Stone--33.

Nays--Aldermen Evans, Bloom, Bertrand, Streeter, Sheahan, Davis, Natarus, Oberman, Merlo, Volini, Orr--11.

Alderman Oberman then moved to take up for consideration the reports of the Committee on Finance concerning increases in salaries of Chicago Public Library personnel, deleting the appropriation for the Department of Neighborhoods and moving telephone personnel from the Department of Neighborhoods to the Office of the Mayor.

After debate Alderman Shaw moved the *Previous Question*.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendments *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Davis, Natarus, Oberman, Volini, Orr, --16.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Kellam, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Axelrod, Stone--26.

Alderman Evans, requested that he be shown voting *Nay* on the two amendments concerning the deletion of the Department of Neighborhoods and moving telephone personnel from the Department of Neighborhoods to the Office of the Mayor.

The motion *Prevailed*.

Alderman Bloom then moved to take up for consideration the reports of the Committee on Finance concerning revisions in appropriations in Finance General -Corporate Fund.

The motion *Prevailed*.

Thereupon on motion of Alderman Frost the said proposed amendment *Failed to Pass* by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Humes, Streeter, Kelley, Sherman, Stemberk, Lipinski, Davis, Natarus, Oberman, Clewis, Volini, Orr--15.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Kellam, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Axelrod, Stone--26.

Alderman Orr then moved to take up for consideration the report of the Committee on Finance concerning personnel levels in the Department of Police.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendment *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Majerczyk, Streeter, Davis, Oberman, Volini, Orr--9.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Burke, Brady, Kellam, Kelley, Sherman, Lipinski, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Laurino, Pucinski, Natarus, Clewis, Axelrod--29.

Alderwoman Volini then moved to take up for consideration the report of the Committee on Finance concerning the deletion of the Office of Municipal Investigation.

The motion *Prevailed*.

Alderwoman Volini then moved to *re-refer* said proposed amendment to the Committee on Finance.

The motion *Prevailed*.

Alderman Oberman then moved to take up for consideration the report of the Committee on Finance concerning the deletion of the Department of Public Safety.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendment *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Bloom, Davis, Marcin, Oberman, Volini, Orr--6.

Nays--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Streeter, Kellam, Kelley, Sherman, Lipinski, Marzullo, Nardulli, Ray, Carothers, Hagopian, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Clewis, Axelrod, Schuler--31.

Alderman Oberman then moved to take up for consideration the two reports of the Committee on Finance concerning the reduction of salaries for City executive personnel.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendments *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Huels, Streeter, Kelley, Lipinski, Davis, Hagopian, Mell, Marcin, Oberman, Volini, Orr--14.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Kellam, Sherman, Marzullo, Ray, Carothers, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--25.

Alderman Orr then moved to take up for consideration the report of the Committee on Finance concerning the addition of nineteen people to the Bureau of Mental Health.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendment *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Humes, Streeter, Sheahan, Kelley, Lipinski, Davis, Pucinski, Oberman, Clewis, Volini--12.

Nays--Aldermen Roti, Barnett, Kenner, Bertrand, Shaw, Vrdolyak, Majerczyk, Kellam, Marzullo, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Natarus, Axelrod, Schulter, Stone--24.

Alderman Orr then moved to take up for consideration the report of the Committee on Finance concerning the addition of thirty-four positions to various neighborhood health centers in the Department of Health.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendments *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Evans, Bloom, Bertrand, Huels, Majerczyk, Streeter, Sheahan, Kelley, Lipinski, Davis, Pucinski, Natarus, Oberman, Clewis, Volini, Orr--16.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Brady, Kellam, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Merlo, Axelrod, Schulter, Stone--24.

Alderman Orr then moved to take up for consideration the report of the Committee on Finance concerning the elimination of fifteen administrative employees in the Department of Health.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendment *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Bloom, Bertrand, Huels, Streeter, Sheahan, Kelley, Lipinski, Davis, Pucinski, Natarus, Oberman, Clewis, Volini, Orr--14.

Nays--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Majerczyk, Brady, Kellam, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Merlo, Axelrod, Schulter, Stone--26.

Alderman Bloom then moved to take up for consideration the report of the Committee on Finance concerning appropriations for council committees .

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost the said proposed amendment *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Bloom, Davis, Oberman, Volini, Orr--5.

Nays--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Streeter, Kellam, Sheahan, Kelley, Lipinski, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Mell, Frost, Marcin, Farina, Damato, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schalter, Stone--35.

[Proposed Amendments which Failed to Pass are printed on pages 14168 through 14211 of this Journal.]

Alderwoman Volini then presented an amendment concerning Condominium Garbage Pick-up which was *Referred to the Committee on Finance*.

Action Deferred--ON PROPOSED ORDINANCE ALLOCATING
MFT FUNDS FOR NEW STREET CONSTRUCTION AT SPECIFIED
LOCATIONS.

The Committee on Finance submitted the following report, which was on motion of Aldermen Sheahan and Lipinski, *Deferred* and ordered published:

CHICAGO, December 6, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Department of Streets and Sanitation transmitting a proposed Ordinance authorizing the Allocation of Motor Fuel Tax Funds for New Street Construction at specified locations having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Seven Hundred Fifty Thousand (\$1,750,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-15, M.F.T. Project No. 78-05032-00-PV, in the construction of the following new streets:

(Continued on page 14212)

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: 346 Library Fund - Maintenance and OperationPage 1 c-8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
324	0558	Lib. Asst. II	1	\$15,828	1	\$17,410
324	0558	Lib. Asst. II	1	14,352	1	15,787
324	0557	Lib. Asst. I	1	10,272	1	11,299
324	0538	Prin. Lib. Clerk	2	16,608	2	18,268
324	0537	Sen. Lib. Clerk	1	13,020	1	14,322
324	0537	Sen. Lib. Clerk	1	11,844	1	13,028
325	0506	Lib. II	1	18,312	1	20,143
325	0506	Lib. II	1	17,412	1	19,153
325	0501	Lib. I	1	19,244	1	21,146
325	0501	Lib. I	9	17,412	9	19,153
325	0501	Lib. I	3	16,608	3	18,268
325	0501	Lib. I	3	15,828	3	17,410
325	0573	Lib. Assoc.	2	16,608	2	18,268
325	0573	Lib. Assoc.	3	15,828	3	17,410
325	0573	Lib. Assoc.	4	15,072	4	16,579
325	0558	Lib. Asst. II	1	14,352	1	15,787
325	0563	Head Lib. Clerk	1	15,072	1	16,579
325	0538	Prin. Lib. Clerk	2	18,312	2	20,143
325	0538	Prin. Lib. Clerk	2	17,412	2	19,153
325	0538	Prin. Lib. Clerk	1	15,072	1	16,579
325	0538	Prin. Lib. Clerk	1	13,020	1	14,322
325	0538	Prin. Lib. Clerk	1	11,844	1	13,028
325	0537	Sen. Lib. Clerk	1	15,072	1	16,579
325	0537	Sen. Lib. Clerk	2	13,020	2	14,322
325	0537	Sen. Lib. Clerk (u)	2	12,346	2	13,635

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: Library Fund - Maintenance and OperationPage 2

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
325	0537	Sen. Lib. Clerk	2	\$11,844	2	\$13,028
325	0537	Sen. Lib. Clerk	1	11,316	1	12,447
326	0506	Lib. II	1	17,412	1	19,153
326	0501	Lib. I	1	19,224	1	21,146
326	0501	Lib. I	3	18,312	3	20,143
326	0501	Lib. I	2	16,608	2	18,268
326	0501	Lib. I	2	15,828	2	17,410
326	0573	Lib. Assoc.	1	17,412	1	19,153
326	0573	Lib. Assoc.	2	16,608	2	18,268
326	0573	Lib. Assoc.	2	15,828	2	17,410
326	0573	Lib. Assoc.	1	15,072	1	16,579
326	0558	Lib. Asst. II	1	11,844	1	13,028
326	0558	Lib. Asst. II	2	15,072	2	16,579
326	0557	Lib. Asst. I	1	12,396	1	13,635
326	0557	Lib. Asst. I	1	10,788	1	11,866
326	0538	Prin. Lib. Clerk	2	18,312	2	20,143
326	0538	Prin. Lib. Clerk	1	17,412	1	19,153
327	0538	Prin. Lib. Clerk	1	14,352	1	15,787
327	0537	Sen. Lib. Clerk.	1	15,072	1	16,579
327	0537	Sen. Lib. Clerk	4	13,020	4	14,322
327	0537	Sen. Lib. Clerk	2	12,396	2	13,635
327	0537	Sen. Lib. Clerk	1	11,844	1	13,028
327	0537	Sen. Lib. Clerk	1	11,316	1	12,447
327	0537	Sen. Lib. Clerk	1	10,272	1	11,299
327	0506	Lib. II	3	19,244	3	21,146

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: Library Fund - Maintenance and OperationPage 328

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
327	0506	Lib. II	2	\$18,312	2	\$20,143
327	0506	Lib. II	3	17,412	3	19,153
328	0501	Lib. I	2	19,224	2	21,146
328	0501	Lib. I	11	17,412	11	19,153
328	0501	Lib. I	10	16,608	10	18,268
328	0501	Lib. I	6	15,828	6	17,410
328	0573	Lib. Assoc.	2	19,224	2	21,146
328	0573	Lib. Assoc.	1	18,312	1	20,143
328	0573	Lib. Assoc.	1	17,412	1	19,153
328	0573	Lib. Assoc.	15	16,608	15	18,268
328	0573	Lib. Assoc.	14	15,828	14	17,410
328	0573	Lib. Assoc.	15	15,072	15	16,579
328	0573	Lib. Assoc.	5	14,352	5	15,787
328	0573	Lib. Assoc.	8	13,668	8	15,034
328	0573	Lib. Assoc.	6	13,020	6	14,322
328	0573	Lib. Assoc.	3	12,396	3	13,635
328	0573	Lib. Assoc.	27M	1,139.00	27M	1,252.00
328	0558	Lib. Asst. II	2	15,828	2	17,410
328	0558	Lib. Asst. II	1	15,072	1	16,579
328	0558	Lib. Asst. II	2	13,668	2	15,034
328	0557	Lib. Asst. I	1	14,352	1	15,787
328	0557	Lib. Asst. I	4	12,036	4	13,239
328	0557	Lib. Asst. I	6	11,844	6	13,028
328	0557	Lib. Asst. I	2	11,316	2	12,447
328	0557	Lib. Asst. I	2	10,272	2	11,299

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: Library Fund - Maintenance and OperationPage 4 48

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
328	0557	Lib. Asst. I	9M	\$899.00M	9M	\$988.00M
328	0557	Lib. Asst. I	9M	815.00M	9M	896.00M
328	0563	Head Lib. Clerk	2	18,312	2	20,143
328	0563	Head Lib. Clerk	1	16,608	1	18,268
328	0563	Head Lib. Clerk	1	15,828	1	17,410
328	0563	Head Lib. Clerk	1	15,072	1	16,579
328	0563	Head Lib. Clerk	9M	1,256.00M	9M	1,381.00M
328	0563	Head Lib. Clerk	18M	1,196.00M	18M	1,315.00M
328	0538	Prin. Lib. Clerk	18	18,312	18	20,143
328	0538	Prin. Lib. Clerk	5	17,412	5	19,153
328	0538	Prin. Lib. Clerk	8	16,608	8	18,268
328	0538	Prin. Lib. Clerk	1	15,828	1	17,410
328	0538	Prin. Lib. Clerk	4	15,072	4	16,579
328	0538	Prin. Lib. Clerk	3	14,352	3	15,787
328	0538	Prin. Lib. Clerk.	2	13,668	2	15,034
328	0538	Prin. Lib. Clerk	1	13,020	1	14,322
328	0538	Prin. Lib. Clerk	1	12,396	1	13,635
328	0538	Prin. Lib. Clerk	~~1~~	11,844	1	13,028
328	0537	Sen. Lib. Clerk	9	15,072	9	16,579
328	0537	Sen. Lib. Clerk	4	14,352	4	15,787
328	0537	Sen. Lib. Clerk	7	13,668	7	15,034
328	0537	Sen. Lib. Clerk	36	13,020	36	14,322
328	0537	Sen. Lib. Clerk	10	12,396	10	13,635
328	0537	Sen. Lib. Clerk	8	11,844	8	13,028
328	0537	Sen. Lib. Clerk	2	11,316	2	12,647

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: LIBRARY FUND - MAINTENANCE AND OPERATIONPage 608

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
324	1197	DATA PROC. FLD TECH.	2	\$15,072	2	\$16,579
224	0660	COMP. CONSOLE OPER	2	13,668	2	15,034
324	0660	COMP. CONSOLE OPER	2	12,396	2	13,635
324	0423	HEAD CLERK	2	15,828	2	17,410
324	0423	HEAD CLERK	1	15,072	1	16,579
324	0421	PRIN CLERK	2	14,352	2	15,787
324	0421	PRIN CLERK	1	13,668	1	15,034
324	0403	SEN CLERK	1	11,844	1	13,028
324	0403	SEN CLERK	1	11,316	1	12,447
324	0403	SEN CLERK	1	9,780	1	10,578
325	0579	LIB IV	1	22,260	1	24,486
325	0579	LIB IV	1	21,180	1	23,298
325	0506	LIB II	2	21,180	2	23,298
325	0506	LIB II	4	20,184	4	22,202
325	0501	LIB I	1	21,180	1	23,298
325	0501	LIB I	3	20,184	3	22,202
326	0403	SEN CLERK	3	11,844	3	13,028
326	0403	SEN CLERK	-1	10,788	1	11,866
326	0403	SEN CLERK	4	10,272	4	11,299
326	0403	SEN CLERK	2	9,780	2	10,758
326	0574	LIB III	1	22,260	1	24,486
326	0506	LIB II	3	21,180	3	23,298
326	0501	LIB I	6	21,180	6	23,298
326	0501	LIB I	2	20,184	2	22,202
326	0537	SEN LIB CLERK	1	10,272	1	11,299

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☐ Corporate-100☒ Other: LIBRARY FUND - MAINTENANCE AND OPERATIONPage 78

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
327	0574	LIB III	1	22,260	1	24,486
327	0574	LIB III	2	20,184	2	22,202
327	0506	LIB II	2	22,260	2	24,486
327	0506	LIB II	7	21,180	7	23,298
327	0506	LIB II	3	20,184	3	22,202
327	0403	SEN CLERK	2	14,352	2	15,787
327	0403	SEN CLERK	1	12,396	1	13,635
327	0403	SEN CLERK	4	11,844	4	13,028
327	0403	SEN CLERK	2	10,272	2	11,299
328	0501	LIB I	9	21,180	9	23,298
328	0501	LIB I	7	20,184	7	22,202
328	0563	HEAD CLERK	3	21,180	3	23,298
328	0537	SEN LIB CLERK	1	10,272	1	11,299
329	0506	LIB II	1	21,180	1	23,298
329	0506	LIB II	1	20,184	1	22,202
329	0423	HEAD CLERK	1	17,412	1	19,151
329	0421	DRW CLERK	1	18,312	1	20,141
329	0421	DRW CLERK	1	15,828	1	17,412
329	0403	SEN CLERK	3	14,352	3	15,787
329	0403	SEN CLERK	1	13,020	1	14,322
329	0	SEN CLERK	9	12,396	9	13,635
329	0403	SEN CLERK	25	11,844	25	13,028
329	0403	SEN CLERK	16	11,316	16	12,447
329	0403	SEN CLERK	11	10,788	11	11,866

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 142

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
13		Office of the Mayor			64	
	0688	Manager of Telephone Communications			1	24,528
	0689	Assistant Manager of telephone				
		Communication			1	16,608
	0734	Information Representative II			2	15,828
	0733	Information Representative II			1	13,688
	0733	Information Representative I			2	15,072
	0733	Information Representative I			1	14,352
	0733	Information Representative I			1	13,668
	0733	Information Representative I			5	13,020
	0733	Information Representative I			3	12,036
	0733	Information Representative I			1	11,316
	0413	Inquiry Aide I			1	15,072
	0413	Inquiry Aide I			1	14,352
	0413	Inquiry Aide I			1	13,668
	0833	Word Processing Op. I			1	13,020
	0689	Assistant Manager of Telephone Communications			1	21,180
	0687	Chief Telephone Operator			1	19,224
	0687	Chief Telephone Operator			2	18,312
	0683	Telephone Operator			1	16,608
	0683	Telephone Operator			3	15,828
	0683	Telephone Operator			1	15,072
13						

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 282

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
13		Office of the Mayor (continued)				
	0683	Telephone Operator			2	14,352
	0683	Telephone Operator			10	13,668
	0683	Telephone Operator			3	12,020
	0683	Telephone Operator			12	12,036
	0683	Telephone Operator			5	11,844
	0683	Telephone Operator			1	11,316
		Total				765,884
		<i>David L. ... 43</i>				
		<i>... 48</i>				
		<i>... 43</i>				

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 123

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
139	4155	Special Police Services				
	9172	Sergeant (Assigned As Security Spec)	1	38,940		
	9172	" " " "	2	37,794		
	9160	Police Officer (Assigned as Security Specialist)	2	34,614		
	9160	" " " "	10	33,540		
	9160	" " " "	2	32,514		
153	4186	Detective Division				
	9165	Police Officer (ass. as Detective)	17	31,572	7	31,572
	9165	" " " " "	29	30,444	14	31,444
	9165	" " " " "	34	29,418	24	29,418
136	4146	Major Traffic Accident Division				
	9151	Police Officer (ass. as Traffic Specialist)	24	27,474	3	27,474
134	4143	District Law Enforcement				
	9161	Police Officer (ass. as Neighborhood Relations Officer)	1511	27,072	1481	27,072
	9161	Police Officer (assigned as Crossing Guard Supervisor)	649	28,992	626	28,992
133	4142	Special Functions & Admin.				
	9205	Senior Public Safety Aide	30	11,844	24	11,844
124	4111	Administration-Departmental				
	9161	Police Officer	2	27,072		
	9161	" "	1	26,160		
	9161	" "	1	24,900		
130	4127	Research & Development				
	9161	Police Officer	2	26,160		
B	9161	" "	1	24,900		

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 206 3

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
137	4148	Traffic Court Section				
	9161	Police Officer	8	28,992		
138	4152	Loop Intersection Control				
	9161	Police Officer	10	26,160	4	26,160
145	4169	Police Document Services				
	9161	Police Officer	2	27,072		
133	4142	Spec. Functions & Admin.				
	9161	Police Officer (Ass. as Senior Ofr)	1504	27,072	1518	27,072
134	4143	District Law Enforcement				
	9171	Sergeant (Ass. as Patrol Sgt.)			1	38,940
	9171	" " " "			2	37,794
	9161	Police Officer (Ass. as Patrol Ofr.)			2	34,614
	9161	" " " "			10	33,540
	9161	" " " "			2	32,514
	9161	" " " "			10	31,572
	9161	" " " "			15	30,444
	9161	" " " "			10	29,418
	9161	" " " "			21	27,474
	9161	" " " "			16	28,992
	9161	" " " "			10	27,072
	9161	" " " "			9	26,160
	9161	" " " "			2	24,900
	9161	" " " "			100	24,000
	9161	Police Officer (Ass. as Crossing Guard Supervisor/Neigh. Relations Ofr)	23	28,992		

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS *Failed*Fund: ☒ Corporate-00☐ Other: _____Page 141

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
10		Department of Public Safety				
120	.005	Salaries and Wages - On Payroll	27	543,900		
"	.015	Schedule Salary Adjustments		5,142		
"	.130	Postage and Postage Charges		1,600		
"	.149	Other Professional and Tech. Services		6,000		
"	.155	Rental of Property		37,345		
"	.157	Rental of Equipment and Services		5,000		
"	.162	Repair or Maintenance of Equipment		2,500		
"	.162	Subscription and Dues		1,500		
"	.169	Technical Meeting Costs		4,000		
"	.173	State Vehicle License Plates		100		
		Maintenance & Operation-City Owner				
"	.176	Vehicles		3,000		
"	.186	Telephones		9,000		
"	.245	Reimbursement for Travelers		4,500		
"	.320	Gasoline		7,000		
"	.340	Material and Supplies		400		
"	.348	Books and Related Materials		500		
"	.350	Stationery and Office Supplies		4,000		
"	.423	Communication Devices		500		
		Organization Total		641,987		
17		<i>Walter Chan 43</i>				
		<i>Doni H. White 48</i>				

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 1062

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
13	1111	Mayor's Office Administrative				
	9637	Admin. Asst	1	72,804	2	58,244
	9638	Admin. Offr.	1	81,000	1	64,800
	9837	Admin. Ass't..	2	81,000	2	64,800
29	1213	Committee on Finance Admin. & Legislation				
	9613	Chief Admin. Offr.	1	73,000	1	58,40
18	1141	Office of Budget & Man. Admin.				
	9661	Budget Dir.	1	77,832	1	62,266
		Department of Finance - Comptroller				
45	1501	Administration				
	9647	City Comptroller	1	77,832	1	62,266
58	1611	Department of Law Admin.				
	9701	Corporation Counsel	1	90,000	1	72,000
68	1811	Dept. of Purchases, Cont. & Supp. Admin.				
	9641	Purchasing Agent	1	71,400	1	57,120
80	3112	Dept. of Health Dept. of Health				
	9687	Commissioner of Health	1	76,860	1	61,488
115	3451	Dept. of Human Services Div. of Admin.				
	9706	Commissioner of Human Services	1	75,636	1	60,510
123	4111	Dept. of Police Admin. - Departmental				
	9666	Superintendent of Police	1	85,000	1	68,000
132	4140	Admin. - Operational Serv.				
	9781	First Deputy Superintendent	1	78,600	1	62,880
150	4180	Admin. - Invest. Serv.				
	9782	Deputy Superintendent	1	70,500	1	56,400
150	4211	Fire Department Admin.				
	9667	Fire Commissioner	1	81,816	1	65,454
150	9703	First Dep. Fire Commissioner	1	78,600	1	62,880

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
13	1110 9608	Office of the Mayor Executive Mayor	1	60,000	1	54,000
	1111 9637 9637	Admin. Admin. Asst. " "	1 1	65,004 65,000	1 1	58,504 58,500
14	1113 9615	Off. of the Press Sec. Press. Sec.	1	56,800	1	51,120
	1114 9670 9639	Off. of Int. Affrs. Dir. Intergov. Affrs. Asst. to Mayor - Wash.	1 1	65,000 52,320	1 1	58,500 47,088
15	1117 9652	Mayor's Off. of Spec. Events Sp. Events Promo. & Man. Dir. of Spec. Events	1	50,000	1	45,000
16	1121 9650	Office of Mun. Invest. Admin. Exec. Dir.	1	57,204	1	51,484
18	1141 9656	Off. of Bud. & Man. Admin. Dep. Bud. Director	1	55,380	1	49,842
19	1142 9656	Bud. Prep. & Exec. Dep. Bud. Director	1	55,380	1	49,842
	1145 1124	Personnel Cont. & Empl. Comp. Asst. Bud. Direct.	1	50,376	1	45,339
20	1151 9765 1102 1152 1161	Data Center Admin. - Data Cent. Dir. of Data Proc. Asst. Dir. of Data Proc. Sys. & Prog. Manager of Data Cent. Sys.	1 1 1 1	63,000 57,960 51,816	1 1 1	56,700 52,164 46,635
21	1153 1162	Data Cent. Oper. Manager of Data Cent. Oper.	1	51,816	1	46,635
24	1170 9653 9658	Dept. of Econ. Develop. Econ. Dev. Dept. Dir. Nat'l. Off. Bus. Div. Com. of Econ. Dev.	1 1	50,000 65,000	1 1	45,000 58,500
26	1180 9705	Dept. of Neigh. Dept. of Neigh. Com. Of Neigh.	1	53,076	1	44,769

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
29	1213	Committee on Finance				
	9614	Admin. & Leg.				
	9709	Dep. Chief Admin. Offr.	1	60,500	1	54,450
		Asst. Chief Admin. Offr.	1	59,500	1	53,550
37	1311	Dept. of Planning				
	9664	Comm. Office				
		Com. of Planing	1	65,000	1	58,500
38	1313	Gen. Plan. & Prog.				
	9679	Dep. Com.	1	52,116	1	46,905
	9679	Dep. Com.	1	52,116	1	46,905
40	1330	Dept. of Housing				
	9801	Dept. of Housing				
	9801	Com. of Housing	1	65,000	1	58,500
	9802	1st Dep. Com of Housing	1	58,000	1	52,200
45	1502	Dept. of Finance-City Comp.				
	0141	Fin. Policy				
		Dep. Asst. Comp.-Finan. Pol.	1	53,040	1	47,736
48	1504	Accting.				
	0108	1st Managing Dep. Compt	1	60,000	1	54,000
52	1505	Rev. Admin.				
	0212	Man. Dep. Comp. - Rev.	1	50,364	1	45,328
58	1611	Dept. of Law				
	1657	Admin.				
	1639	1st Asst. Corp. Coun.	1	68,796	1	61,917
	1650	1st Dep. Corp. Coun.	1	68,796	1	61,917
	1650	Dep. Corp. Coun.	1	60,000	1	54,000
	1650	Dep. Corp. Coun.	1	53,568	1	48,212
59	1612	Gen. Coun.				
	1652	Chief Asst. Corp. Coun.	1	50,424	1	45,382
	1614	Torts				
	1652	Chief Asst. Corp. Coun.	1	55,032	1	49,529
60	1615	Revenue				
	1652	Chief. Asst. Corp. Coun.	1	52,416	1	47,175
	1616	Real Estate, Liens & Land Acq.				
	1652	Chief Asst. Corp. Coun.	1	52,416	1	47,175
	1617	Bldg., Hous, & Urban Conserv.				
	1652	Chief Asst. Corp. Coun.	1	52,416	1	47,175
62	1711	Dept. of Personnel				
		Admin.				

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

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Fund: ☒ Corporate-100☐ Other: _____

Page _____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
13	1110	Office of the Mayor Executive				
	9637	Admin. Asst.	1	48,000	1	43200
	1111	Administrative				
	9637	Admin. Asst.	1	49,140	1	44226
14	1113	Office of the Press Secretary				
	9642	Deputy Press Sec.	1	45,000	1	40,50
		Office of Budget & Management				
20	1152	Systems & Programming				
	1134	Ass't. Mgr., Data Systems	1	46,596	1	41,93
	1166	Chief Systems Engineer	2	46,596	2	41,92
24	1170	Depart. of Economic Development Econ. Development Dept..				
	9662	Dep. Comm. Econ. Dev.	1	48,000	1	43,20
	9662	Dep. Comm. Econ. Dev.	1	46,000	1	41,40
29	1214	Committee on Finance Worker's Compensation Division				
	9727	Director of Workers Comp.	1	46,596	1	41,92
38	1313	Department of Planning General Planning & Programming				
	1440	Coordinating Planner II	3	46,596	3	41,93
	1315	Development				
	0313	Asst. Commissioner	1	48,036	1	43,23
39	1316	Planning Services				
	9679	Deputy Commissioner	1	49,440	1	44,49
40	1330	Department of Housing Dept. of Housing				
	0201	Deputy for Finance & Admin.	1	47,364	1	42,62
	0313	Asst. Commissioner	1	45,744	1	41,11

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 4218

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
41	1340	Council on Fine Arts " " "				
	9650	Executive Director	1	45,336	1	40,803
45	1502	City Comptroller - Finance Financial Policy				
	0138	Managing Deputy Comptroller	1	48,888	1	44,000
46	1503	Administrative Service				
	0210	Man. Dep. Comptroller - Admin.	1	48,888	1	44,000
48	1504	Accounting				
	0211	Man. Dep. Comptroller - Accting.	1	48,888	1	44,000
	0111	Dep. Comptroller - Operations	1	48,888	1	44,000
51	0151	Manager of Spec. Serv.	1	47,508	1	42,758
59	1612	Dept. of Law General Counsel	1	48,036	1	43,233
	1642	Senior Atty.	1	48,036	1	43,233
59	1613	Appeals & Review				
	1652	Chief Asst. Corp. Counsel	1	47,058	1	42,353
	1642	Senior Atty.	1	47,508	1	42,758
63	1712	Department of Personnel Classification & Compensation				
	1375	Deputy Comm. Personnel	1	46,596	1	41,935
64	1714	Employment Services				
	1375	Deputy Comm. Personnel	1	46,596	1	41,935
66	1718	Staff Org. & Development Serv.				
	1375	Deputy Comm. of Personnel	1	48,036	1	43,233
75	1912	Board of Election Commissioners Election. Plan, & Training				
	0360	Manager of Election Plan.	1	48,036	1	43,233
82		Department of Health Bureau of Assurance & Protection				
	3558	Administrative Director	1	48,036	1	43,233
83	3114	Management & Operations				
	1855	Dir. of Procurement & Inv. Cont.	1	47,508	1	42,758
84	3116	Data Collect. Analysis				
	1117	Dir. Health Info. Serv.	1	47,508	1	47,508
85	3119	Laboratory Testing & Analysis				
	3115	Dir. Of Div. of Laboratories	1	46,596	1	41,935

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

5818

Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
62	9691	Com. of Personnel	1	62,112	1	55,901
68	1811 1556	Dept. of Purch., Contracts Admin. Dep. Purch. Agent	2	51,108	2	45,998
74	1911 9994	Board of Elec. Commr. Admin. Atty. Elections	1	54,600	1	49,140
80	3112 9686	Dept. of Health Dept. of Health Dep. Com. of Health	2	67,400	2	60,660
	3113 9686	Pers. Pol. & Utilization Dep. Com. Of Health	1	59,204	1	53,284
87	3120 9851	Mental Health Asst. Com. - Ment. Health	1	59,204	1	53,284
114	3421 3027	Off. for Sen. & Hand. Sen. Cit. Prog. Dev. Dir. - Sen. Cit.	1	52,320	1	47,088
115	3451 9707	Dept. of Human Serv. Div. of Admin. 1st Dep. Com. of Human. Serv.	1	56,160	1	50,544
117	3456 3026	Child. & Youth Serv. Dir. - Youth Serv.	1	54,996	1	49,497
120	4106 9768	Dept. of Public Safety Admin. Dir. Pub. Safety	1	53,076	1	44,769
123	4111 9756	Depart. of Police Admin.-Dept. Exec. Asst	1	54,684	1	49,216
	4113 9713	OPS Admin.-OPS-In Charge	1	54,684	1	49,216
124	4120 9782	Admin. - Admin. Serv. Dep. Supt.	1	61,176	1	55,059
	4121 9755	Int. Affrs. Div. Asst. Dep. Supt.	1	54,684	1	49,216
125	4122 9758	Finance Div. Dir. of Finance	1	54,684	1	49,216

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 628

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
87	3120 3566	Mental Health Asst. Dir. of Ment. Health Div.	1;	46,596	1	41,937
106	3135 3568	Bureau of Health Regs. Administrative Dire.-Bur. of H. R.	1	47,508	1	42,758
109	3137 2901	Office of Planning & Evaluation Direct. - Research	1	46,596	1	41,937
114	3421	Office for Sen. Cit. & Hand. Sen. Citizens Prog. Dev.				
	0343	Dir., Finance & Admin.	1	47,508	1	42,758
115	3451	Department of Human Services Div. of Admin.				
	9860	Deputy Comm. - Hum. Serv.	1	47,472	1	42,725
	2976	Exec. Asst. to Comm.	1	45,000	1	40,500
120	4106	Department of Public Safety Administration				
	9769	Dep. Dir. Pub. Safety	1	47,616	1	42,855
	9315	Ass't. Dir. Pub. Safety	1	45,324	1	40,792
123	4111	Department of Police Administration				
	9762	Admin. Asst. (Police)	1	49,710	1	44,739
	9715	Dir. of News Affairs	1	49,710	1	44,739
	4113 9712	Office of Professional Standards Administrator OPS	1	49,710	1	44,739
126	4123 9759	Personnel Division Dir. of Personnel	1	49,719	1	44,739
	8904	Coord. of Personnel	1	45,198	1	40,679
127	4124 9744	Training Police Personnel Dir. of Training	1	49,710	1	44,739
128	4125 9766	Data Systems Direct. of Police Data Sys.	1	49,710	1	44,739
129	1159	Manager of Mobile Terminal Support	1	46,596	1	41,937
130	4126 9746	Auditing & Internal Cont. Div. Commander Inspection Division	1	49,710	1	44,739
	4127 9716	Res. & Dev. Director, R. & D.	1	49,710	1	44,739
131	4128 9704	Prof. Counseling Serv. Dir. of Prof. Coun. Serv.	1	49,710	1	44,739
	4132 9718	Neighborhood Rel. Div. Dir. of Neigh. Relations	1	49,710	1	44,739
	4131	Public & Internal Info.				

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 7218

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
132	~~4133~~ 9719	Preventative Services Div. Dir. of Prev. Serv. Div.	1	49,710	1	44,739
	4140	Admin. - Operational Serv.	1	49,710	1	44,739
	9786	Coord. of Spec. Events	1	49,710	1	44,739
	9784	Coord. Spec. Operations	1	49,710	1	44,739
133	4142	Spec. Func. & Admin.	1	49,710	1	44,739
	9749	Director of Labor Relations	1	49,710	1	44,739
	4143	District Law Enforcement	25	49,710	25	44,739
	9751	Dist. Commander	25	49,710	25	44,739
137	4151	Traffic Enforcement	1	49,710	1	44,739
	9745	Commander, Traf. Enforce.	1	49,710	1	44,739
139	4155	Spec. Police Serv.	2	49,710	2	44,739
	8904	Coordinator	2	49,710	2	44,739
	8904	Coordinator	3	45,198	3	40,679
140	4163	Records Division	1	49,710	1	44,739
	9754	Dir. of Records	1	49,710	1	44,739
146	4173	Motor Main. Div.	1	49,710	1	44,739
	9743	Dir. of Motor Main. Div.	1	49,710	1	44,739
147	4174	Electronics Main.	1	49,710	1	44,739
	9761	Dir. of Elec. Main.	1	49,710	1	44,739
148	4177	Criminalistic Div.	1	49,710	1	44,739
	9791	Dir. of Crim. Div.	1	49,710	1	44,739
151	4183	Area Crim. Investigation	6	49,710	6	44,739
	9790	Detective Commander	6	49,710	6	44,739
152	4184	Youth Division	1	49,710	1	44,739
	9797	Commander of Youth Div.	1	49,710	1	44,739
153	4186	Detective Div. - Spec. Act. Grp.	1	49,710	1	44,739
	9750	Commander, Central Invest.	1	49,710	1	44,739
	9790	Detective Commander	2	49,710	2	44,739
154	4189	Narcotics	1	45,198	1	40,679
	9792	Commander - Nar.	1	45,198	1	40,679
155	4191	Gang Crimes	1	49,710	1	44,739
	9783	Commander - Gang Crimes	1	49,710	1	44,739
	9783	Commander - Gang Crimes	2	45,198	2	40,679
156	4192	Vice Control Division	1	49,710	1	44,739
	9747	Commander of Vice Control	1	49,710	1	44,739
	4193	Intelligence Div.	1	49,710	1	44,739
	9748	Commander of Int. Div.	1	49,710	1	44,739
157	4194	Public Housing Div.	1	45,198	1	40,679
	9798	Commander of Housing.	1	45,198	1	40,679
159	4211	Fire Department				
		Administration				
	8751	Dir. of Pub. & Int. Info.	1	49,710	1	44,739
	8751	Gov. Affairs Orrr.	1	45,198	1	40,679

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

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Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
131	4130 9782	Admin. -Comm. Serv. Dep. Supt.	1	59,508	1	53,558
132	4140 9755	Admin.-Oper. Serv. Asst. Dep. Supt.	5	54,684	5	49,216
133	4142 9796 9795	Spec. Func. & Admin. Dep. Chief Chief of Pat. Div.	7 1	54,684 60,156	7 1	49,216 54,141
136	4145 9755	Traf. Admin. Asst. Dep. Supt.	1	54,684	1	49,216
139	4155 8902	Spe. Pol. Serv. Coord. of Spec. Serv.	2	54,684	2	49,216
140	4160 9782	Admin. - Tec. Serv. Dep. Supt.	1	59,700	1	53,730
140	9742	Dir. of Gen. Supp. Div.	1	49,710	1	44,739
147	4175 9763	Com. - Admin. Chief Com. Offr.	1	54,684	1	49,216
151	4182 9794 9793	Det. Div. - Admin. Chief of Detect. Dep. Chief of Det.	1 3	60,156 54,684	1 3	54,141 49,216
154	4188 9788 9789	Org. Crime - Admin. Chief-Org. Crime Div. Dep. Chief Org. Crime Div.	1 1	60,156 54,684	1 1	54,141 49,216
155	4190 9755 9782	Bur. of Field Tact. Serv. Asst. Dep. Supt. Dep. Supt.	1 1	54,684 59,508	1 1	49,216 53,558
159	4211 8756	Fire Dept. Admin. Labor Rel. Offr.	1	60,156	1	54,141
160	4212 8755	Fire Sup. & Rescue Asst. Dep. Fire Com.	1	60,156	1	54,141
161	8763	Dist. Chief	8	54,684	8	49,216
162	4213 9702	Fire Prev. Dep. Fire Com.	1	68,424	1	61,582
163	4217 9702	Bur. of Admin. Serv. Dep. Fire Com.	1	65,176	1	58,659

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 9218

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
160	8780	Dir. of Research & Dev.	1	49,710	1	44,739
	8537	Dir. of Inspec. & Audit	1	45,198	1	40,679
161	4212	Fire Suppression & Rescue				
	8764	Deputy Dis. Chiefs	26	49,710	26	44,739
	8764	" " "	1	45,198	1	40,679
162	8758	" " "	1	49,710	1	44,739
	8764	" " "	1	49,710	1	44,739
164	4217	Bur. of Admin. Serv.				
	8758	Deputy Dist. Chief	1	45,198	1	40,679
	8758	Deputy Dist. Chief	1	45,198	1	40,679
165	4219	Bureau of Sup. Serv.				
	8775	Ass't. Dir. Train.	1	49,710	1	44,739
166	8637	Chief Fire Dispatcher	1	47,508	1	42,758
	8772	Ass't. Dir. of Equip. & Supp.	1	49,710	1	44,739
168	4311	Zoning Use Compliance				
	9654	Zoning Administrator	1	45,744	1	41,170
172	4411	Dept. of Inspec. Serv.				
	2146	Admin.				
		Dir. Home Owners Ass't. Prog.	1	48,036	1	43,230
	4414	Bur. of Admin.				
	0379	Dir. of Admin.	1	46,596	1	41,937
176	4419	Bur. of Conserv.				
	2122	Dir. of Conserv. Inspec.	1	48,036	1	43,230
177	4420	Bur. of Tech. Inspec.				
	2144	Dir. of Tech. Inspec.	1	48,036	1	43,230
	2145	Ass't. Dir. of Tech. Inspec.	1	47,508	1	42,758
184	4517	Dept. of Consumer Serv.				
		Reg. of Pub. Vehicle Oper.				
	2458	Dep. Commiser-Public Veh. Oper.	1	45,996	1	41,397
	4518	Energy & Env. Prot.				
	2068	Dir. of Ener. & Env. Prot.	1	45,596	1	41,937
		Dept. of Streets & San.				
191	5111	Admin.				
	8277	Dep. Comm. Streets & San.	2	47,472	2	42,725
	8280	Dep. Comm. Administrative Serv.	1	47,508	1	42,758
	0313	Asst. Comm.	1	47,616	1	42,855

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

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Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
164	4217 8754	Bureau of Admin. Serv. Dir. of Pers. Serv.	1	54,684	1	49,216
165	4219 9702 8774	Bur. of Supp. Serv. Dep. Fire Com. Dir. of Train.	1 1 1	65,176 54,684 54,684	1 1 1	48,659 49,216 49,216
166	8640 8771	Dir. of Fire Comm. Dir. of Equip. & Supp.	1 1	54,684 54,684	1 1	49,216 49,216
172	4411 9663 9625 9625	Dept. of Insp. Serv. Admin. Com. of Insp. Serv. Dep. Com. - Insp. Serv. Dep. Com. - Insp. Serv.	1 1 1 1	62,400 52,524 52,008	1 1 1 1	56,160 47,272 46,808
175	4418 5408	Bur. of Lic., Reg. & Per. Coord. Arch. II	1	54,720	1	49,248
176	4419 0316	Bur. of Conserv. Coord. of Spec. Projects	1	50,000	1	45,000
182	4511 9635 9803	Dept. of Consum. Serv. Admin. Com. of Cons. Serv. 1st Dep. Com.	1 1 1	60,000 51,000	1 1 1	54,000 45,900
183	4516 2459	Con. Pro. Ord. Enf. Dep. Com. - Enf.	1	55,000	1	49,500
190	1 4881 9771	Off. of Cable Comm. Admin. Admin. Cable Admin.	1	65,000	1	58,500
191	5111 8275 8278 8277	Dept. of Sts. & San/Com. Off. Admin. 1st Dep. Com. 1st Asst. Com. Dep. Com.	1 1 1 2	68,000 53,832 52,608	1 1 1 2	61,200 48,449 47,348
196	5311 8179 8277	Bur. of San. Admin. Gen. Supt. of San. Dep. Com.	1 1	52,488 65,000	1 1	47,240 58,500
201	5411 8277	Bur. of Elec. Admin. Dep. Com.	1	50,000	1	45,000
209	5611 8277	Bur. of Equip. Serv. Admin. Dep. Com. of Sts. & San.	1	65,000	1	58,500

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 1192 18

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
191	0313	Asst. Commr.	1	46,596	1	41,937
192	0379	Dir. of Admin.	1	46,596	1	41,937
193	8279	Dep. Com. for Community Serv.	1	46,596	1	41,937
196	5311	Bureau of Sanitation Admin.				
	8177	Ass't. Gen'l. Supt. of San.	1	46,596	1	41,937
	5632	Coord. Eng. II	1	46,596	1	41,937
201	5411	Bur. of Elec. Admin.				
	5048	Gen'l. Sup. Elec.	1	47,616	1	42,855
202	5412	Elec. Eng. Serv.				
	5818	Enginner of Elec.	1	46, 596	1	41,937
208	5431	Admin.				
	5046	Supt. of Elec. Wiring	1	47,508	1	42,758
213	5711	Bur. of Parking Admin.				
	8277	Dep. Comm. of Streets & San.(Pkg)	1	45,348	1	40,814
215	5811	Bur. of Forestry Admin.				
	7932	Gen. Supt. Forestry	1	47,508	1	42,758
220	6121	Department of Pub. Works/Admin.Div General				
	5623	Contract Engineer	1	46,596	1	41,937
222	6151	Bur. of Trans. Plan. & Programming General				
	5680	Dir. of Programming	~~1~~	47,508	1	42,758
224	6211	Bur. of Eng. Programs				
	5926	Chief Bridge Eng.	1	48,036	1	43,230
	5603	Ass't. Chief Bridge Eng.	1	46,596	1	41,937
	5660	Chief Airport Design Eng.	1	46,596	1	41,937
	5662	Chief Sewer Design Eng.	1	47,508	1	42,758
	5677	Engineer Struc. Design	1	46,596	1	41,937
	5664	Chief Environ. Design Eng.	1	46.596	1	41.937

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

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Fund: 100 - Corporate

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
215	5811 8277	Bur. of Forestry Admin. Dep. Com. of Sts. & San.	1	52608	1	47,348
218	6111 5936 5902	Dept. of Publ Wks./Com. Off. General 1st Dep. Com. of Pub. Wks. Dep. Com. of Publ Wks.	1 1 1	60,000 67,991	1 1 1	54,000 61,193
220	6121 0387	Admin. Division General Dir. of Staff Serv.	1	52,000	1	46,800
222	6151 5938	Bur. of Trans. Plan. & Prog. General Dep. Com. of Pub. Wks.	1	52,000	1	46,800
224	6211 5926 5921	Bur. of Eng. Programs. City Eng. Asst. Chief Eng.	1 1 1	60,000 52,000	1 1 1	54,000 46,800
233	6411 9695	Bur. of Arch. Admin. City Arch.	1	60,000	1	54,000
234	5444	Asst. City Arch.	1	52,000	1	46,800
237	6421 5938 5657	Bur. of Construction Contracts Dep. Com. of Pub. Wks. Chief Const. Eng.	1 1 1	60,000 52,000	1 1 1	54,000 46,800
240	6423 5657	General Chief Const. Eng.	1	52,000	1	46,800
243	6431 4547	Bur. of Bldgs. Man. Admin. Dir. of Bldgs. Man.	1	52,000	1	46,800
244	8611 7092 9858	Dept. of Aviation Admin. 1st Dep. Com. of Aviation Dep. Com. of Aviation	1 1 3	60,000 52,008	1 1 3	54,000 46,808

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

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Fund: X Corporate

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike Amount</u>	<u>No.</u>	<u>Insert Amount</u>
224	5682	Chief Transport. Eng.	1	47,508	2	42,758
	5683	Chief Transit Eng.	1	47,376	1	42,639
225	6060	Eng. Mech. Design	1	46,596	1	41,937
	5635	Right-of-Way Eng.	1	46,596	1	41,937
	5625	Chief Soils Eng.	1	46,596	1	41,937
	5632	Coord. Eng. II	4	46,596	4	41,937
227	1166	Chief Systems Eng.	1	46,596	1	41,937
		Bur. of Maps & Plats				
232	6311	Admin.				
	5776	Supt. of Maps	1	47,508	1	42,758
		Bur. of Arch.				
234	6412	Provision of Arch. Serv.				
	5408	Coord. Arch. II	1	46,596	1	41,937
		Bur. of Construc.				
237	6421	Contracts				
	5654	Eng. of Construc.	1	46,596	1	41,937
238	5408	Coord. Arch. II	1	46,596	1	41,937
239	6422	Architectural				
	4516	Gen'l. Supt. Bldg. Repair	1	46,596	1	41,937
240	6423	General				
	5630	Coord. Eng. I	2	46,596	2	41,937

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

Fund: 200 - Water Fund

14818

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike Amount</u>	<u>No.</u>	<u>Insert Amount</u>
256	8111	Dept. of Water/Comm. Off.				
	9668	Admin.				
		Comm. of Water	1	66,804	1	60,124
	9697	1st Dep. Comm. of Water	1	62,148	1	55,934
	5976	Ass't. Comm. of Water	1	52,008	1	46,808
		Bur. of Water Serv.				
258	8211	Admin.				
	9772	Dep. Com. - Water Serv.	1	51,108	1	45,998
263	8251	Admin.				
	6556	Supt. of Water Meters	1	46,596	1	41,937
		Bur. of Water Dist.				
266	8271	Admin.				
	8375	Asst. Gen. Supt. of water Dis.	1	47,508	1	42,758
	8272	Eng. Serv.				
	5688	Eng. of Water Dist.	1	47,508	1	42,758
		Bur. of Water Oper.				
271	8311	Admin.				
	5556	Dep. Com. of Water Oper.	1	57,132	1	51,419
272	8341	Admin.				
	5566	Eng. of Water Pur.	1	48,036	1	43,230
	5564	Asst. Eng. of Water Pur.	1	48,036	1	43,230
273	8342	Operation & Main., South				
		Water Filt. Plant				
	5517	Chief Filtration Eng.	1	46,596	1	41,937
275	8348	Op. & Main, James W. Jardine				
		Water Pur. Plant				
	5517	Chief Filtration Eng.	1	46,596	1	41,937
277	8351	Admin.				
	6087	Eng. of Water Pumping	1	48,036	1	43,230
	6086	Asst. Eng. of Wat. Pump.	1	48,036	1	43,230

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

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Fund: 300 - Vehicle Tax Fund

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike Amount</u>	<u>No.</u>	<u>Insert Amount</u>
289	1621 1652	Dept. of Law Traffic Enforce. Actions Chief Asst. Corp. Coun.	1	52,416	1	47,175
292	5211 8277	Dept. of Sts. & San. Admin. Dep. Com. of Sts. & San	1	51,360	1	46,224
	5220 8289	Const. Authorization & Insp. Dir. of Const. Comp. - Sts.	1	47,508	1	42,758
293	5230	Eng. for Pave. Impvement & Repair				
	5678	Eng. of Street	1	49,992	1	44,993
	5670	Eng. of Sidewalk Prog.	1	45,508	1	42,758
	5630	Coord. Eng. I	1	46,596	1	41,937
295	5240 8276	Pave. Impv. & Repair Supt. of Streets	1	47,508	1	42,758
301	5511 8277	Bur. of Street Traff. Admin. Dep. Com. of Sts. & San.	1	53,360	1	47,175
302	5512 8264	St. Signs & St. Mkings. Supt. Sign Div.	1	47,508	1	42,758
	5513 6290	Towing Operations Supt. of Sp. Traf. Serv.	1	46,596	1;	41,937
307	6261 8277	Bur. of Traf. Eng. & Oper. Admin. Dep. Com. of Sts. & San	1	51,360	1	47,175
308	6262 6277	Traf. Plan. & Des. City Traf. Eng. Plan	1	48,036	1	43,230
	6263 6275	Traf. Surveys & Field Studies Eng. of Traf. Operations	1	47,508	1	42,758
315	8411 5975 0313	Dept. of Sewers Admin. Com. of Sewers Asst. Commr.	1 1	68,000 52,000	1 1	61,200 46,800
316	8421 5675	Sewer Inspct. Asst. Chief Eng. of Sewers	1	52,000	1	46,800
	8420 5676	Div. of Eng. And Con. Adm. Chief Eng. of Sewers	1	62,000	1	55,800

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

16218

Fund: 300 - Vehicle Tax Fund

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>Strike</u>		<u>Insert</u>	
			<u>No.</u>	<u>Amount</u>	<u>No.</u>	<u>Amount</u>
316	8422	Sewer Design				
	5675	Asst. Chief Eng. of Sewers	1	52,000	1	46,800
317	8431	Main.. Dist.				
	8360	Gen. Supt. of Sewer Cleaning and Repairs	1	48,036	1	43,230
	8440	Repair of Sewers				
	8356	Supt. of Sewer Repairs	1	46,596	1	41,937
318	8470	Sewer Const.				
	5675	Asst. Chief Eng. of Sew.	1	52,000	1	46,800

(Send On 49)

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

17 of 18

Fund: 346 - Library Fund - Maintenance and Operation

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>Strike</u>		<u>Insert</u>	
			<u>No.</u>	<u>Amount</u>	<u>No.</u>	<u>Amount</u>
323	7111	Administration				
	9861	Com..of Chgo. Pub. Lib.	1	68,580	1	61,722
	9862	Dep. Com..of Lib.	1	47,616	1	42,855
:	9863	Dep..Com..of Lib.	1	46,260	1	41,634

CORRECTIONS AND REVISION OF 1983 BUDGET RECOMMENDATIONS

182/18

Fund: 740- Chicago - O'Hare International Airport Revenue Fund

<u>Page</u>	<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike</u> <u>Amount</u>	<u>No.</u>	<u>Insert</u> <u>Amount</u>
346	8654	Chgo.-O'Hare Int. Air.				
	7001	Dir. of Operations	1	47,616	1	42,855
	7015	Airport Manager - O'Hare	1	50,748	1	45,674
	7009	Asst. Com. of Aviation	1	48,036	1	43,230
349	5638	Super. of Main. Construc.	1	47,508	1	42,758

David Orr 49
M. H. V. 48
Lawrence 5
Walter 43

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 163

Page	Code	Department and Item HEALTH DEPARTMENT	Strike		Insert	
			No.	Amount	No.	Amount
		TB Treatment Specialty Clinics-3123				
95	3750	Clinic Nurse			1	19,416
95	3613	Licensed Practical Nurse			1	13,020
95	3613	Licensed Practical Nurse			1	12,396
		Englewood Health Svc. Ctr.-3127				
96	3750	Clinic Nurse	1	21,396	2	21,396
97	3611	Nurses Aide	1	13,020	2	13,020
97	3611	Nurses Aide	2	12,396	3	12,396
		Westtown Health Svc. Ctr.-3128				
98	3751	Public Health Nurse I			1	22,464
98	3750	Clinic Nurse			1	23,604
		Lower West Health Svc. Ctr.-3129				
99	3750	Clinic Nurse			2	20,376
		Neighborhood Clinical Health Service Center-3131				
		West Garfield Park-03				
101	3753	Public Health Nurse III			1	31,668
101	3751	Public Health Nurse I			1	24,780
101	3613	Licensed Practical Nurse			1	13,020
101	3611	Nurses Aide			1	13,020
101	3611	Nurses Aide			1	12,396
		North Lawndale-04				
101	3613	Licensed Practical Nurse			1	14,352
101	3611	Nurses Aide			1	13,020
		South Lawndale-05				
101	3613	Licensed Practical Nurse			2	15,828
		Austin -06				
102	3750	Clinic Nurse			1	20,376
102	3613	Licensed Practical Nurse			1	15,072
		Near Southside-07				
102	3750	Clinic Nurse			1	22,464
102	3750	Clinic Nurse			1	21,396
102	3753	Public Health Nurse III			1	31,668
102	3753	Public Health Nurse III			1	30,156
21				TOTAL:	+25	+473,508

CORRECTIONS AND REVISIONS OF 1983 BUDGET RECOMMENDATIONS

Fund: ☒ Corporate-100☐ Other: _____Page 122

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		City Council Committees				
		✓ Committee on Aviation				
32	1222.00	For Personal Services		32,950		18,000
		✓ Committee on Committees & Rules				
	1226.000	For Personal Services		83,550		
	1226.100	For Contractual Services		50		
	1226.300	For Commodities		50		
		✓ Committee on Beaut. & Recreation				
	1234.000	For Personal Services		26,600		
	1234.100	For Contractual Services		160		
	1234.300	For Commodities		500		
		Committee on Ports, Wharves & Bridges				
	1236.000	For Personal Services		26,700		
	1236.100	For Contractual Services		50		
	1236.300	For Commodities		50		
		Committee on Education				
	1237.000	For Personal Services		68,450		18,450
33		✓ Committee on Health				
	1238.000	For Personal Services		54,600		18,000
		✓ Committee on Human Rights & Cons. Prot.				
	1240.000	Personal Services		37,300		18,300
		✓ Committee on Intergovernmental Relations				
	1242.000	For Personal Services		38,050		18,050
		✓ Committee on License				
33	1244.000	For Personal Services		45,100		18,000 18,000

(Continued from 14167)

Carondelet Ave. - 130th St. north to C.W. Ry. (I.H.B.-PA-CPI & P.)
Buffalo Ave. - 110th St. to 109th St.
Mackinaw Ave. - 133rd St. to 132nd St. - 109th St. to 108th St.
Green Bay Ave. - 113th St. to 110th St. - 109th St. to 108th St.
Avenue 'O' - 105th St. to 103rd St.
Avenue 'N' - 102nd St. to 101st St.
Avenue 'M' - 132nd St. to 131st St.
132nd St. - from 209.58 ft. west to Avenue 'M'
105th St. - from legal limits west of Green Bay to Avenue 'O'

Section 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

Section 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

Section 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

Section 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

Section 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

Section 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

Section 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Streets and Sanitation.

Section 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

Section 10. This ordinance shall be in force and effect from and after its passage.

*Placed on File--*A COMMUNICATION CONCERNING THE MONTHLY
PROGRESS REPORT ON SEWER BOND ISSUE FOR THE MONTH
OF OCTOBER, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works concerning the Monthly Progress Report on Sewer Bond Issue Projects for the month of October, 1982.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

**Approval Given to Mayor's Appointments of Mr. Jose Pletz,
Mr. Robert Wislow and Mr. Arthur Velasquez as Members
of Chicago Economic Development Commission.**

The Committee on Economic Development submitted the following report:

CHICAGO, December 10, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 12, 1982) appointing the following members to the Chicago Economic Development Commission for a two year term ending May 26, 1984, Mr. Jose Pletz and Mr. Robert Wislow and appointing Mr. Arthur Velasquez as a member of the Chicago Economic Development Commission for a four-year term ending May 26, 1986, begs leave to recommend that Your Honorable Body *Approve* the said appointments of the above named individuals.

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

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the committee's recommendation was *Concurred In* and said appointments of Mr. Jose Pletz, Mr. Robert Wislow and Mr. Arthur Velasquez was *Approved*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Streeter, Kellam, Sheahan, Kelley, Lipinski, Nardulli, Ray, Carothers, Davis, Hagopian, Frost, Marcin, Farina, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone-
-36.

*Nays--*None.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

**Illinois State Legislature Memorialized to
Amend Bingo Statute Concerning
Las Vegas Nights, Etc.**

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, December 15, 1982.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a Resolution, (which was referred on December 8, 1982) memorializing the Illinois State Legislature to amend the bingo statute to permit operation of Las Vegas Nights only by those institutions now eligible for bingo licenses and under the same strict limitations now imposed by state law on bingo, begs leave to recommend that Your Honorable Body *Pass*, the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,

Chairman.

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

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

Nays--None.

The following is said resolution as passed:

WHEREAS, Bingo has become a formidable source of revenue for charitable, religious, and not-for-profit institutions; and,

WHEREAS, The earnings from such activities have helped preserve many worthwhile causes; and

WHEREAS, In recent years the development of Las Vegas Nights have proved to be very entertaining and similarly profitable to not-for-profit institutions as bingo; and,

WHEREAS, Properly controlled Las Vegas Nights do provide a source of entertainment; and,

WHEREAS, Some authorities have questioned the legality of Las Vegas Nights operated by charitable, religious or not-for-profit institutions; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that we hereby memorialize the Illinois State Legislature to amend the bingo statute to permit operation of Las Vegas Nights only by those institutions now eligible for bingo licenses and under the same strict limitations now imposed by state law on bingo.

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

Ordinances Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (October 27, November 12, 18 and 23, 1982) nineteen proposed ordinances for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

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

Nays--None.

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

Grant to Allou Steel Casting Company.

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

SECTION 1. Permission and authority are hereby given and granted to Allou Steel Casting Company, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the east parkway of North Albany Avenue, adjacent its property at 3052 W. Carroll Avenue. Said occupation of space is necessary to accommodate the installation of a dust collector, per OSHA requirement; dimensions of said dust collector being ten (10) feet in width, twenty (20) feet in length and twenty (20) feet in height. The dust collector shall be surrounded by a fence, eight (8) feet in height, which encloses and thereby occupies a total area fifteen (15) feet in width and thirty (30) feet in length, or a total of four hundred fifty (450) square feet. Said occupation of the public right of way shall exist only by the authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision

and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to R. R. Donnelley & Sons Company.

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

SECTION 1. Permission and authority are hereby given and granted to R. R. Donnelley & Sons Company, to maintain and use as now installed four (4) ten (10) inch conduits, enclosed in a concrete casing. Said conduits used to carry steam for heating purposes. Outside dimensions of said casing, are four (4) feet six (6) inches in width and one (1) foot eight (8) inches in height. Said concrete casing containing said conduits lies approximately fifty-five (55) inches, from uppermost point, below street grade of the sixty-six (66) foot right of way of S. Calumet Avenue, and is located approximately ninety-one (91) feet north of the north line of E. Cermak Road, connecting the building known as No. 350 E. Cermak Road with the building known as No. 330 E. Cermak Road; for a period of five (5) years from and after November 23, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.000 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of November 23, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first

make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Edgewater Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Edgewater Hospital, a corporation upon the terms and conditions of this ordinance, to maintain and use as now constructed the uses of the public rights of way hereinafter described:

Vault

A vault, sixty-six (66) feet in length, eight (8) feet in width, and twelve (12) feet in depth shall continue to exist under the east-west public alley south of Edgewater Avenue in the rear of the premises known as 1619-23 West Edgewater Avenue.

Tunnels

Two (2) concrete tunnels or passageways under the north-south sixteen (16) foot public alley west of North Ashland Avenue shall continue to exist in rear of the premises known as No. 5700 North Ashland Avenue. One of the said tunnels is seven (7) feet in width, outside dimensions, and located seven (7) feet east of the east line of North Hollywood Avenue, and the other tunnel is four (4) feet in width and located forty-eight (48) feet east of the east line of said North Hollywood Avenue the lowest point of said tunnel being approximately nine (9) feet below alley grade;

The above described privileged uses of the public rights of way shall continue to exist by authority herein granted for the period of five (5) years from and after October 10, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred and No/100 dollars (\$800.00) per annum, in advance, the first payment to be made as of October 10, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Fremar Management Company.

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

SECTION 1. Permission and authority are hereby given and granted to Fremar Management Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, beneath and below the surface of streets, including basement sub-sidewalk space, sets of conduits, described as follows:

One four (4) inch steam supply pipe and a two (2) inch return pipe, vaults and related equipment, under and across E. Adams Street at a point approximately one hundred forty-two (142) feet east of the east line of S. State Street

One eight (8) inch steam supply pipe and a four (4) inch return pipe, vaults and related equipment, under and across the north-south eighteen (18) foot public alley east of S. State Street, at a point approximately one hundred thirty-two (132) feet north of the north line of East Jackson Blvd., adjacent premises known as 14 E. Jackson

One eight (8) inch steam supply pipe and a four (4) inch return pipe, vaults and related equipment, under and across S. State Street at a point approximately fifty-six (56) feet north of the north line of W. Quincy Street

One eight (8) inch steam supply pipe and a four (4) inch return pipe, vaults and related equipment, under and across the north-south alley bounded by W. Jackson, W. Van Buren, S. Plymouth Ct., and S. State Street, at a point approximately one hundred twenty (120) feet south of the south line of W. Jackson Blvd.

One eight (8) inch steam supply pipe and a four (4) inch return pipe, vaults and related equipment, under and across W. Quincy Street at a point approximately one hundred (100) feet west of the west line of S. State Street.

The above described sets of conduits shall be used solely for the purpose of transmission and distribution of steam and uses incidental thereto, and shall continue to exist by authority herein granted for a period of five (5) years from and after January 1, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Four Hundred and Sixteen and No/100 dollars (\$1,416.00) per annum, in advance, the first payment to be made as of January 1, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the

City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Harris Trust and Savings Bank, U/T No. 38310.

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

SECTION 1. Permission and authority are hereby given and granted to Harris Trust and Savings Bank, as Trustee U/T No. 38310, upon the terms and subject to the conditions of this ordinance,

to maintain and use vaulted areas under State Street, Randolph Street, Benton Place and the public alley east of State Street, which are the public rights of way surrounding grantee's property, commonly described as 151 North State Street. Said vaulted areas are described as follows:

Under Public Alley Under the twenty-two point eight (22.8) foot north-south public alley east of State Street, between East Randolph and East Benton Place, said vaulted area shall run for a length of one hundred sixty-nine (169) feet and a width of twenty-two point eight (22.8) feet, at a depth of fifteen (15) feet.

Under East Benton Place Under East Benton Place, between North State and the above described public alley, a two (2) level vault shall run described as follows: The first level shall run for a length of one hundred fifty-three point zero seven (153.07) feet and a width of thirty-five point zero six (35.06) feet, at a depth of eleven (11) feet. The second level shall run for a length of one hundred thirteen (113) feet and a width of thirty-two (32) feet, at a depth of not more than twenty-two (22) feet.

Under North State Street Under North State Street between East Randolph and East Benton Place, said vaulted area shall run at first basement depth for a length of one hundred seventy (170) feet and a width of twenty-three (23) feet.

Under East Randolph Street Under East Randolph Street, between North State and the public alley described above, said vaulted area shall run at first basement depth for a length of one hundred sixty (160) feet and a width of fifteen (15) feet.

The above described privileged uses of the public rights of way shall continue to exist by authority herein granted for a period of five (5) years from and after December 9, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Fourteen Thousand Three Hundred Ten and No/100 dollars (\$14,310.00) per annum, in advance, the first payment to be made as of December 9, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall

remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Illinois Slag and Ballast Company.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Slag and Ballast Company, an Illinois Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) conduits enclosed in a concrete casing to be used for the purpose of inter-plant communications. Dimensions of said conduits to be as follows: one (1) and one half (1 1/2) inch conduit containing scale and readout wires, one (1) and one-quarter (1 1/4) inch conduit enclosing a Service Feed Cable, one (1) three-quarter (3/4) inch conduit enclosing an intercom cable, outside dimensions of concrete block enclosure will be twelve (12) inches in height by ten (10) inches in width. Said conduits and concrete casing will be installed twelve (12) inches below the improved surface of the eighty (80) foot right of way of S. Muskegon Avenue. Said conduits will run diagonally under and across S. Muskegon Avenue from the premises known as No. 9917 S. Muskegon Avenue at a point approximately four hundred and five (405) feet from center line of E. 99th Street, in a northwesterly direction to the premises known as No. 9918 S. Muskegon Avenue, at a point approximately three hundred sixty-three (363) feet nine (9) inches; for a period of five years from and after December 8, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of December 8, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to La Salle National Bank, U/T No. 104096.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, not individually, but as Trustee under Trust No. 104096, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed subsurface space surrounding its building at 25 East Washington Street. Said subsurface is specifically described as follows:

Under North Holden Court:

Vaulted area shall be maintained under and along North Holden Court adjacent 25 East Washington Street, protruding sixteen point five (16.5) feet under said public way, over a length of one hundred forty-three (143) feet and at a depth of one level.

Under North Wabash Avenue

Vaulted area shall be maintained under and along North Wabash Avenue adjacent 25 East Washington Street, protruding twenty one point seven five (21.75) feet under said public way, over a length of one hundred and forty-three (143) feet, and at a depth of three levels.

Under East Washington Street

Vaulted area shall be maintained under and along East Washington Street adjacent 25 East Washington Street, protruding thirteen (13) feet under said public way, over a length of one hundred ninety (190) feet, and at a depth of three (3) levels.

A tunnel shall connect the first level of vaulted area under East Washington with the Marshall Field Building on the north side of East Washington. Said tunnel shall extend beyond the first level of vaulted area northerly an additional sixty-seven (67) feet, at a width of forty-eight (48) feet, and at a depth of one (1) level.

The above described use of the public rights of way shall continue to exist by authority hereby given and granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Ten Thousand Four Hundred Forty-two and no/100 Dollars (\$10,442.00) per annum, in advance, the first payment to be made as of ** and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall

remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Loyola University.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge or passageway over and across N. Rush Street, connecting the building located at No. 820 N. Rush Street with the building located at No. 820 N. Michigan Avenue; said covered bridge or passageway not exceeding thirteen (13) feet ten (10) inches in height, fifteen (15) feet four (4) inches in width nor seventy-two (72) feet in length and is not less than twenty-three (23) feet above the street grade at said location. Said bridge shall continue to exist by authority herein granted for a period of five (5) years from and after April 26, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Three Hundred Seventy-One and no/100 Dollars (\$3,371.00) per annum, in advance, the first payment to be made as of April 26, 1981 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of the Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Means Services, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Means Services, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed

a stairway, together with two (2) concrete abutments, fifty (50) feet and sixty (60) feet in length, respectively, used for landscaping purposes, on either side of the stairway between the lot line and the existing sidewalk on S. Campbell Avenue in front of the premises known as Nos. 912-920 S. Campbell Avenue. Said stairway, including abutments, to extend not more than eight (8) feet four (4) inches beyond the lot line and not to exceed sixteen (16) feet in width; for a period of five (5) years from and after May 10, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of May 10, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the

amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The 188 Randolph Tower Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to The 188 Randolph Tower Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted sidewalk area adjacent its building commonly known as 188 West Randolph Street. One said vault shall run under and along the east side of North Wells Street a length of one hundred ninety three (193) feet, at a width of thirteen (13) feet, and at a depth of ten (10) feet. The second such vault shall run under and along the north side of West Randolph Street a length of eighty one (81) feet, at a width of thirteen (13) feet, and at a depth of ten (10) feet. Said privilege uses of the public rights of way shall continue to exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Seven Hundred Ten and no/100 Dollars (\$1,710.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Sears, Roebuck and Co.: Passageway and Stairway.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a passageway and stairway under that portion of the sub-sidewalk area of S. State Street used as a building entrance connection from the premises of the grantee located at Nos. 401-441 S. State Street to the Van Buren-Congress-State Street Subway Station, with an opening twenty (20) feet wide into the wall of said subway station and a depth of twelve (12) feet, containing a total of two hundred forty (240) square feet; for a period of five (5) years from and after December 5, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Ninety-two and no/100 Dollars (\$192.00) per annum, in advance, the first payment to be made as of December 5, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Sears, Roebuck and Co.: Tunnel.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel underneath and across S. Central Park Avenue, the center line of said tunnel being sixty-four and five tenths (64.5) feet south of the south line of W. Arthington Street. Said tunnel shall not exceed fifteen (15) feet six (6) inches in width, except the west twelve (12) feet thereof, where the same shall not exceed twenty-two (22) feet in width. The lowest portion of said tunnel shall be not more than twenty-seven (27) feet below the surface of the street, and shall not exceed eight (8) feet six (6) inches in height at the center line of said street nor twenty-three (23) feet in height at the lot line on each side of said street, and shall have a hinged grating six (6) feet four (4) inches by six (6) feet at the building on each side of S. Central Park Avenue; for a period of five (5) years from and after December 16, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance, the first payment to be made as of December 16, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to 333 Wacker Drive Venture.

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

SECTION 1. Permission and authority are hereby given and granted to 333 Wacker Drive Venture, upon the terms and subject to the conditions of this ordinance, to construct or install upon, maintain, and use the public right of way as described below:

A curb recess, to be used for the temporary parking of taxis, postal vehicles, etc., is hereby authorized twenty (20) feet west of the northwest corner of North Franklin Street and West Lake Street. Said curb recess shall be seven (7) feet in width eighty-nine (89) feet in length.

Two (2) street lights shall be installed, each forty-six (46) feet from the northwest corner of North Franklin and West Lake Streets; one (1) such light on North Franklin, the other on West Lake. Said street lights shall match City light standards, and will be connected to the building's power and electric meter.

Fifteen (15) street trees shall likewise be installed, in cooperation with the Chicago Beautification Plan. The center of each tree will be located five (5) feet, six (6) inches from the curb, and will occupy approximately twenty-five (25) square feet each. Said trees shall be spaced at twenty-two (22) foot intervals. Nine (9) such trees will be installed on and along the north side of West Lake; six (6) such trees will be installed on and along the west side of North Franklin.

The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Five Hundred Twenty-two and no/100 Dollars (\$2,522.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to 312 Randolph Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to 312 Randolph Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted sidewalk in front of its premises, commonly known as No. 312 W. Randolph Street. Said vault shall run under and along the north sidewalk of West Randolph, utilizing an area having a length of forty (40) feet, a width of twelve (12) feet, and a depth of six (6) feet. This vaulted sidewalk privilege shall continue to exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Thirty-eight and no/100 Dollars (\$538.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior

to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Twenty North Wacker Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Twenty North Wacker Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete and steel ornamental portico. The dimensions of the portico are approximately three hundred sixty (360) feet in length, twelve (12) feet in width, and approximately thirty-two (32) feet in height. The portico is supported by eighteen (18) concrete and steel fluted columns which are approximately fifteen (15) feet in height, and are spaced at intervals of thirteen (13) feet. The portico is located on the west side of N. Wacker Drive, from a point approximately fourteen (14) feet north of the north line of W. Madison Street, to a point approximately fourteen (14) feet south of the south line of W. Washington Street. The ornamentation of the portico conforms with that of the forty-five (45) story building to which it is attached and a part of, said building more commonly known as No. 20 North Wacker Drive. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after January 28, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Eight Hundred Forty-three and no/100 Dollars (\$6,843.00) per annum, in advance, the first payment to be made as of January 28, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Board of Trustees of University of Illinois: Easement.

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

SECTION 1. Permission and authority are hereby given and granted to the Board of Trustees of the University of Illinois, an Illinois Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use an easement for the purpose of containing and transmitting electrical power service lines. Said grant of underground easement shall contain six (6) electrical ducts that will transmit power from 760 W. Taylor Street to a parking structure located at 759 W. Taylor Street. Said duct-slab will be constructed of concrete pre-fab material and be approximately two (2) feet in depth three (3) feet in width housing six four-inch steel electrical service conduits. The easterly side of the N/S easement shall be located approximately seventy-eight (78) feet west of the east property line. Said duct will be located approximately eighty-eight (88) feet west of the east property line. The duct shall span ninety-eight (98) feet subsurface easement which would be located at a depth at its lowest point approximately six (6) feet below street grade. Said dimensions to be measured and drawn from its easterly right-of-way toward a westerly direction. Said duct shall be connected at the south end to an electrical manhole and at the north end to a parking structure, both of which are located under and within the grantee's property. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after December 8, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of December 8, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall

remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

*Grant to Board of Trustees of University of Illinois:
Underground Pedestrian Tunnel and Pipe.*

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

SECTION 1. Permission and authority are hereby given and granted to the Board of Trustees of the University of Illinois, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use an underground pedestrian tunnel and eight (8) inch pipe. Said tunnel and pipe shall be installed within a grant of subsurface easements under and across South Wood Street. The northerly side of the east-west easement shall be located approximately one hundred seventy-one (171) feet north of the center line of the right of way of West Taylor Street. Said pipe and tunnel shall be located approximately one hundred eighty-one (181) feet and two hundred two (202) feet respectively north of the center line of W. Taylor Street. The tunnel and pipe shall span across the sixty-six (66) foot sub-surface easement and be constructed at a depth at its lowest point determined by a line drawn approximately twenty-four (24) feet below street grade (Elev.)

The rectangular shape of the above mentioned easement shall have a width of fifty (50) feet. Said dimensions to be measured and drawn from its northerly boundary line toward a southerly direction. The width of aforementioned tunnel shall be twelve (12) feet. The height shall also be twelve (12) feet. Said tunnel shall be constructed of concrete and have one-foot walls reinforced and vented inside through existing structures of the hospital and shall be connected to an existing north-south pedestrian tunnel which is located under and within the grantee's property. The entire length of said underground pedestrian tunnel shall be approximately three hundred fifty (350) feet connecting the replacement hospital with the Biological Resources Laboratory. Said eight-inch pipe shall be placed in a twelve (12) inch steel casing to be used for the purpose of transmitting water from the fire main system to the said replacement hospital; for a period of five years from and after March 21, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance, the first payment to be made as of March 21, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall

remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

**Permission Granted to Continental Cablevision of Cook County
Illinois, Illinois Bell Telephone and Commonwealth Edison
Company to Construct and Maintain Trunk Cable in
Public Way.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on December 1, 1982):

WHEREAS, Continental Cablevision of Cook County, Illinois, presently holds a franchise to furnish Cable to the Village of Schiller Park, Illinois, and has been recently granted a franchise to furnish such cable service to the Village of Rosemont, both Villages adjoining and contiguous to the city limits of Chicago; and

WHEREAS, In order to bring said cable service from Schiller Park to Rosemont, Continental Cablevision of Cook County must attach overhead cable to the existing utility poles along the West line of Des Plaines River Road in the City of Chicago, running from the Village limits of Schiller Park at Foster Avenue to the Village limits of Rosemont, Illinois; and

WHEREAS, Continental Cablevision of Cook County, Illinois has existent License Agreements between Illinois Bell Telephone Company and Commonwealth Edison Company allowing the maintenance of aerial cables to poles owned by said companies; and

WHEREAS, A proposed trunk cable location along the South line of Foster Avenue Right of Way and Des Plaines Avenue Right of Way in Sections 9 and 10, Township 40 North, Range 12, East, is necessary to hook up said service; and

WHEREAS, Continental Cablevision of Cook County will comply with all provisions in the Municipal Code of the City of Chicago, including permit requirements; and

WHEREAS, Continental Cablevision of Cook County is being granted this privilege and right to construct and maintain such proposed cable within the public ways of the City of Chicago as an extension of courtesy to local neighbor governments because the City of Chicago is committed to cooperate with its suburban neighbors in facilitating the development of cable television as a means to improve communications between and among the citizens and public institutions and because the City of Chicago would expect such courtesy to be reciprocated.

Be It Ordained, That a proposed ordinance granting permission to Continental Cablevision of Cook County Illinois and Illinois Bell Telephone and Commonwealth Edison Company to construct and maintain said proposed trunk cable along said line, but not to construct, maintain or operate a cable television system or to provide cable television services within the City of Chicago, be herein entered and allowed.

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

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

Nays--None.

**Permission Granted to Continental Cablevision of Cook County
Illinois, Illinois Bell Telephone Company and Commonwealth
Edison Company to Construct and Maintain Cable in
Public Way.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on December 1, 1982):

WHEREAS, Continental Cablevision of Cook County, Illinois, presently holds a franchise to furnish cable to the Village of Riverdale, Illinois, and has been recently granted a franchise to furnish such cable service to Calumet Park, Illinois, both Villages adjoining and contiguous to the city limits of Chicago; and

WHEREAS, In order to bring said cable service from the Village of Riverdale to the Village of Calumet Park, Continental Cablevision must take an aerial route from the City limits at the Calumet River of Halsted Street to the joint utility poles South of 129th Place (Illinois Bell and Commonwealth Edison poles) in order to affix the coaxial cable to 13 existing utility poles for a total 1383 aerial feet to the Calumet Park Village limits between Morgan Street, Chicago and Carpenter Street, Calumet Park, Illinois; and

WHEREAS, Continental Cablevision of Cook County Illinois has existent License Agreements between Illinois Bell Telephone Company and Commonwealth Edison Company allowing the construction and maintenance of aerial cables to poles owned by said companies; and

WHEREAS, Continental Cablevision of Cook County will comply with all provisions in the Municipal Code of the City of Chicago, including permit requirements; and

WHEREAS, Continental Cablevision of Cook County is being granted this privilege and right to construct and maintain such proposed cable within the public ways of the City of Chicago as an extension of courtesy to local neighbor governments because the City of Chicago is committed to cooperate with its suburban neighbors in facilitating the development of cable television as a means to improve communications between and among the citizens and public institutions and because the City of Chicago would expect such courtesy to be reciprocated.

Be It Ordained, That a proposed ordinance granting permission to Continental Cablevision of Cook County Illinois and Illinois Bell Telephone Company and Commonwealth Edison Company to construct and maintain said proposed cable upon said poles, but not to construct, maintain or operate a cable television system or to provide cable television services within the City of Chicago, be herein entered and allowed.

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

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

Nays--None.

Orders Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys to which had been referred (October 27, November 12, November 18 and November 23, 1982) twenty-two proposed orders for grants of privileges

in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huelis, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Grant to Astor, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Astor, Inc. to maintain and use an existing canopy over the public right of way in N. Astor Street attached to the building or structure located at No. 1301 N. Astor Street for a period of three (3) years from and after February 24, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Astor-Banks: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Astor-Banks to maintain and use an existing canopy over the public right of way in N. Astor Street attached to the building or structure located at No. 1325 N. Astor Street for a period of three (3) years from and after February 24, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 22 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Barr Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Barr Funeral Home to maintain and use an existing canopy over the public right of way in N. Broadway attached to the building or structure located at No. 6222 N. Broadway for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 93 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Eighteen and no/100 Dollars (\$118.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Biagio Cirrincione: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Biagio Cirrincione to construct, to maintain and use ten (10) canopies over the public right of way in N. Central Avenue attached to the building or structure located at No. 4256 N. Central Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 8-3 feet, 1-10 feet and 1-14 feet respectively in length, nor 8-5 feet, 1-6 feet and 1-8 feet respectively in width: Upon the filing of the acceptance and bond and payment of Five Hundred and no/100 Dollars (\$500.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 5510 North Sheridan Road Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 5510 North Sheridan Road Condominium Association to maintain and use an existing canopy over the public right of way in N. Sheridan Road attached to the building or structure located at No. 5510 N. Sheridan Road for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 442 Wellington Cooperative Building Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 442 Wellington Cooperative Building Corporation to maintain and use an existing canopy over the public right of way in W. Wellington Street attached to the building or structure located at No. 442 W. Wellington Street for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 24 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Fred Freeman: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Fred Freeman to maintain and use an existing canopy over the public right of way in N. Milwaukee Avenue attached to the building or structure located at No. 5391 N. Milwaukee Avenue for a period of three (3) years from and after February 28, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Golden Nugget Pancake House of Illinois: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Golden Nugget Pancake House of Illinois to maintain and use two existing canopies over the public right of way in W. Devon

Avenue and N. Clark Street attached to the building or structure located at No. 1559 W. Devon Avenue and Nos. 6349-6355 N. Clark Street for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 76 feet and 47 feet respectively in length, nor 4 feet and 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-two and no/100 Dollars (\$172.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Hart Beauty Supply Company, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hart Beauty Supply Company, Inc. to maintain and use an existing canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at No. 4125 N. Lincoln Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Hertz Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hertz Corporation to construct, maintain and use a canopy over the public right of way in W. Kinzie Street attached to the building or structure located at No. 9 W. Kinzie Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 140 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Sixty-five and no/100 Dollars (\$165.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to King Arthur's Pub, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to King Arthur's Pub, Inc. to maintain and use two (2) existing canopies over the public right of way in W. Adams Street and S. Wells Street attached to the building or structure located at No. 200 W. Adams Street for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 7 feet and 11 feet respectively in length, nor 15 feet and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—

Grant to Jack A. Kromelow: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jack A. Kromelow to maintain and use a canopy over the public right of way in E. Delaware Place attached to the

building or structure located at No. 20 E. Delaware Place for a period of three (3) years from and after July 2, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Kowachek Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Kowachek Funeral Home to maintain and use an existing canopy over the public right of way in W. Lawrence Avenue attached to the building or structure located at Nos. 5774-5776 W. Lawrence Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Wing Chun Lui: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Wing Chun Lui to construct, maintain and use a canopy over the public right of way in W. Belmont Avenue attached to the building or structure located at No. 852 W. Belmont Avenue for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Thomas E. McElroy Company: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Thomas E. McElroy Company to maintain and use a canopy over the public right of way in E. Superior Street attached to the building or structure located at No. 153 E. Superior Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to A. A. Moss: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to A. A. Moss to maintain and use a canopy over the public right of way in W. 63rd Street attached to the building or structure located at No. 1208 W. 63rd Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge

of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to O'Hara's Gallery: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to O'Hara's Gallery to maintain and use an existing canopy over the public right of way in N. Wells Street attached to the building or structure located at No. 707 N. Wells Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 19 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Arthur Rubloff & Co. of Illinois, as Agent
for American National Bank & Trust Co., Trust No.
7906: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Arthur Rubloff and Co. of Illinois, as agent for American National Bank & Trust Co., Trust No. 7906 to maintain and use an existing canopy over the public right of way in W. Belmont Avenue attached to the building or structure located at No. 5630 W. Belmont Avenue for a period of three (3) years from and after March 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 265 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Ninety and no/100 Dollars (\$290.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Styles Unlimited: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Styles Unlimited to maintain and use an existing canopy over the public right of way in N. Western Avenue attached to the building or structure located at No. 6304 N. Western Avenue for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 1045 North Rush Building Partnership: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 1045 North Rush Building Partnership to maintain and use an existing canopy over the public right of way in N. Rush Street attached to the building or structure located at No. 1045 N. Rush Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet

in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 312 Randolph Partnership: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 312 Randolph Partnership to construct, maintain and use a canopy over the public right of way in W. Randolph Street attached to the building or structure located at No. 312 W. Randolph Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Ricardo Williams: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Ricardo Williams to maintain and use a canopy over the public right of way in W. 79th Street attached to the building or structure located at Nos. 1210-1216 W. 79th Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 75 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

**Part of North-South Alley Vacated in Block Bounded
by W. Wolfram St., W. Diversey, N. Lamon and
N. Cicero Aves.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 9, 1982, C.J.P. pp. 11057-11058).

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16 foot public alley lying west of the west line of Lots 6 to 10, both inclusive; lying east of the east line of Lot 11; lying north of a line drawn from the southwest corner of said Lot 10 to the southeast corner of said Lot 11; and lying south of the easterly extension of the north line of Lot 11, all in Block 4 in Falconer's Second Addition to Chicago a Subdivision of the S. 1/2 of the N.E. 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 125.13 feet of the north-south 16 foot public alley in the block bounded by W. Wolfram Street, W. Diversey Avenue, N. Lamon Avenue, and N. Cicero Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 50238 and Donald C. Rasmussen shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of Twenty-two Thousand and No/100 dollars (\$22,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similiar to the sidewalk and curb in W. Diversey Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 50238 and Donald C. Rasmussen shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Amendment of Ordinance for Vacation of East-West Public Alley
and Rededication of North-South Public Alley in Block
Bounded by E. 14th St., E. 16th St., S. Michigan Av.
and S. Indiana Av.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, December 9, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed Amending Ordinance transmitted herewith, original ordinance passed City Council, June 30, 1982, (C.J. pp. 11279-11281). Opinion dated October 27, 1982 for American National Bank and Trust Company of Chicago, Trustee U/T Nos. 54498 and 55096 vacating all of the first east-west 18 foot public alley north of E. 16th Street and providing for the rededication of the south 254 feet of the north 479 feet of the north-south 18 foot public alley all in the block bounded by E. 14th Street, E. 16th Street, S. Michigan Avenue and S. Indiana Avenue (1st Ward).

The property involved has been transferred from the Evanston Trust and Savings Bank, Trustee, Trust Nos. 31953 and 31954 to American National Bank and Trust Company of Chicago, Trustee, U/T Nos. 54498 and 55096.

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

Respectfully submitted,

(Signed) WILLIAM BARNETT,

Chairman.

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

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

Nays--None.

The following is said *amendatory* ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on June 30, 1982, appearing on pages 11279, 11280, and 11281 of the Journal of the Proceedings of said date, providing for the Vacation of East-West Public Alley and Rededication of Part of the North-South Public Alley in Block Bounded by E. 14th Street, E. 16th Street, S. Michigan Avenue and S. Indiana Avenue be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east-west 18 foot public alley dedicated by plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 30, 1948, as Document No. 14412404, being all that part of Follansbee and Tyler's Lot "A" described as follows:

Beginning at the northwest corner of said Lot "A", thence southeasterly along a line to a point on a line 10 feet south of and parallel with the north line of said Lot "A", 20 feet east of the west line thereof; thence east along the last described line to the east line of said Lot "A"; thence south along the east line of said Lot "A" a distance of 18 feet; thence west along a line 28 feet south of and parallel with the north line of said Lot "A" to a point 20 feet east of the west line thereof; thence southwesterly along a line to a point on the west line of said Lot "A", 38 feet south of the northwest corner thereof; thence north along the west line of said Lot "A" a distance of 38 feet to the point of beginning; all in Consolidation of Lot 35 (except the north 7 feet thereof) and all of Lot 36 in Spring's Subdivision in the N.W. 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian; also, Lot 1 in Block 20 in Assessor's Division of part of the N.W. 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

said public alley herein vacated being further described as all of the first east-west 18 foot public alley north of E. 16th Street in the block bounded by E. 14th Street, E. 16th Street, S. Michigan Avenue, and S. Indiana Avenue, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that the American National Bank and Trust Company of Chicago, as Trustee, Trust Nos. 54498 and 55096, shall dedicate or cause to be dedicated to the public and open up for public use as an alley, all of the 18 foot alley vacated by ordinance passed June 11, 1948, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 30, 1948, as Document No. 14412405, being described as all that part of said vacated alley lying east of and adjoining the east line of Lots 14, 15, and 16; lying west of and adjoining the west line of Lots 17, 18, and 19; lying south of and adjoining a line drawn from the northeast corner of said Lot 14 to the northwest corner of said Lot 19; and lying north of a line drawn from the southeast corner of said Lot 16 to the southwest corner of said Lot 17 all in Block 15 in

Herrington's Addition to Chicago in Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

also,

all that part of Lots 25, 26, 27, 28, 31, 32, 33, and 34 in

Spring's Subdivision in the N.W. 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

together with all of the area lying between the south line of Herrington's Addition to Chicago aforementioned, and the north line of Spring's Subdivision aforementioned, taken as a tract and described as follows: lying west of a line drawn from the southwest corner of Lot 17 in Herrington's Addition to Chicago aforementioned, to the northwest corner of Follansbee and Tyler's Lot A in

Consolidation of Lot 35, except of the north 7 feet thereof and all of Lot 36 in Spring's Addition aforementioned; also, Lot 1 in Block 20 in Assessor's Division of part of the N.W. Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

lying east of a line 18 feet west of a parallel with the last described line; lying south of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 17 in Block 15 in Herrington's Subdivision aforementioned; and lying north of the easterly extension of the south line of the north 1/2 of Lot 28 in Spring's Subdivision aforementioned; as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 55096 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated the sum of Five Thousand and no/100 Dollars (\$5,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 180 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago, a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance of the public alley hereby vacated, similar to the sidewalk and curb in S. Indiana Avenue and constructing paving in the 18 foot public alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust Nos. 54498 and 55096, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

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

SECTION 6. This amendatory ordinance shall take effect and be in force from and after its passage.

Authorization for Installation of Electricity in Specified News Stand.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on October 27, 1982, C.J.P. p. 13249):

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to install "Electricity" in the newsstand located on the northwest corner of E. 106th Street and S. Ewing Avenue, for the benefit of George Swanson of 10635 S. Avenue O.

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

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

Nays--None.

**Authorization for Paving of North-South Public Alley in
Block Bounded by N. Pulaski Rd., W. Grace St.,
N. Keystone Av. and N. Avondale Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on November 12, 1982, C. J. P. p. 13516):

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the paving of the north-south alley bounded by N. Pulaski Road, W. Grace Street, N. Keystone Avenue and N. Avondale Avenue.

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

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

Nays--None.

***Failed to Pass*--PROPOSED ORDINANCE FOR VACATION OF NORTH-SOUTH
PUBLIC ALLEY IN BLOCK BOUNDED BY W. WOLFRAM ST., W. DIVERSEY
PKWY., N. SHEFFIELD AV. AND N. MILDRED AV.
(Adverse Committee Recommendation)**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, December 9, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Do Not Pass*, the proposed ordinance transmitted herewith of an Order passed by the City Council June 26, 1981 (C.J.

p. 6474) and of an Opinion dated August 10, 1982 for the Bordo Products Co., vacating all of the first north-south 16 foot public alley east of N. Sheffield Avenue in the block bounded by W. Wolfram Street, W. Diversey Parkway, N. Sheffield Avenue, and N. Mildred Avenue. (44th Ward)

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

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

Alderman Barnett moved to *Concur In* the committee's recommendation. The Chair thereupon stated the pending question to be: "*Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?*"; and the question being put, said proposed ordinance *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

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

Failed to Pass--PROPOSED ORDINANCE FOR VACATION OF NORTH-SOUTH
PUBLIC ALLEY IN BLOCK BOUNDED BY N. SURREY CT., W. DRAPER ST.
AND N. RACINE AV.
(Adverse Committee Recommendation)

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, December 9, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith of an Order passed by the City Council September 17, 1981, (C.J. p. 7159) and of an Opinion dated January 29, 1982, to Frank Giarrizzo and the Chicago Park District, vacating all of the north-south 16 foot public alley running north from W. Lill Avenue a distance of 67.5 feet and located approximately 100 feet west of N. Racine Avenue. (32nd Ward)

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

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

Alderman Barnett moved to *Concur In* the committee's recommendation. The Chair thereupon stated the pending question to be: "*Shall the proposed ordinance Pass, the recommendation of the committee to the contrary notwithstanding?*"; and the question being put, said proposed ordinance *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

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

COMMITTEE ON LOCAL TRANSPORTATION.**Chapter 28 of Municipal Code Amended Concerning Increase in
Minimum Required Liability Insurance Coverage for
Public Passenger Vehicles.**

The Committee on Local Transportation submitted the following report:

CHICAGO, December 9, 1982.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on December 1, 1982) to amend Chapter 28-12 of the Municipal Code of Chicago by increasing the minimum required liability insurance coverage for public passenger vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

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

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. Section 28-12 of the Municipal Code of the City of Chicago is hereby amended by deleting therefrom the language bracketed and inserting the language in *Italics* as follows:

28-12. Every cabman or coachman shall carry public liability and property damage insurance and workmen's compensation insurance for his employees with solvent and responsible insurers approved by the commissioner, authorized to transact such insurance in the State of Illinois, and qualified to assume the risk for the amounts hereinafter set forth under the laws of Illinois, to secure payment of any loss or damage resulting from any occurrence arising out of or caused by the operation or use of any of the cabman's or coachman's public passenger vehicles.

The public liability insurance policy or contract may cover one or more public passenger vehicles, but each vehicle shall be insured for the sum of at least [twenty-five] *fifty* thousand dollars for property damage and [one hundred] *two hundred fifty* thousand dollars for injuries to or death of any one person and each vehicle having seating capacity for not more than seven adult passengers

shall be insured for the sum of at least three hundred thousand dollars for injuries to or death of more than one person in any one accident. Each vehicle having seating capacity for more than seven adult passengers shall be insured for injuries to or death of more than one person in any one accident for at least five thousand dollars more for each such additional passenger capacity. Every insurance policy or contract for such insurance shall provide for the payment and satisfaction of any final judgment rendered against the cabman or coachman and person insured, or any person driving any insured vehicle, and that suit may be brought in any court of competent jurisdiction upon such policy or contract by any person having claims arising from the operation or use of such vehicle. It shall contain a description of each public passenger vehicle insured, manufacturer's name and number, the state license number and the public passenger vehicle license number.

In lieu of an insurance policy or contract a surety bond or bonds with a corporate surety or sureties authorized to do business under the laws of Illinois, may be accepted by the Commissioner for all or any part of such insurance; provided that each bond shall be conditioned for the payment and satisfaction of any final judgment in conformity with the provisions of an insurance policy required by this section.

All insurance policies or contracts or surety bonds required by this section or copies thereof certified by the insurers or sureties, shall be filed with the Commissioner and no insurance or bond shall be subject to cancellation except on thirty days' previous notice to the Commissioner. If any insurance or bond is cancelled or permitted to lapse for any reason, the Commissioner shall suspend the license for the vehicle affected for a period not to exceed thirty days, to permit other insurance or bond to be supplied in compliance with the provisions of this section. If such other insurance or bond is not supplied, within the period of suspension of the license, the Mayor shall revoke the license for such vehicle.

SECTION 2. This ordinance shall become effective on January 1, 1983.

**Chicago Transit Authority Memorialized for Installation of
Bus Passenger Shelters at Specified Locations.**

The Committee on Local Transportation, to which had been referred on December 1, 1982, two proposed orders to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters, 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, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

*Installation of Bus Passenger Shelter in Front of
No. 3801 W. Peterson 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" in front of No. 3801 W. Peterson Avenue.

*Installation of Bus Passenger Shelter on Southwest Corner of
W. 35th 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 southwest corner of W. 35th Street and S. Wentworth Avenue.

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>Alderman</i>	<i>Location</i>
Majerczyk (12th Ward)	S. Hermitage Avenue, at No. 4621 --6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
Hagopian (30th Ward)	W. Armitage Avenue (north side) from a point 102 feet west of N. Kilpatrick Avenue to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

*Referred--PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT
OF VEHICULAR TRAFFIC TO SOUTHERLY DIRECTION ON
PORTION OF S. LONGWOOD DR.*

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on S. Longwood Drive from the first alley north of W. 95th Street to W. 95th Street (instead of from W. 94th Street to W. 95th Street); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO LIMIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON
PORTION OF W. ARMITAGE AV.

Alderman Hagopian (30th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on the north side of W. Armitage Avenue from N. Kilpatrick Avenue to N. Cicero Avenue from 8:00 A.M. to 6:00 P.M. on Monday through Friday; 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>Alderman</i>	<i>Location and Distance</i>
Majerczyk (12th Ward)	S. Maplewood Avenue, at No. 4139 (except for handicapped);
Lipinski (23rd Ward)	W. 63rd Street, at No. 7051 (except for handicapped);
Frost (34th Ward)	S. Lowe Avenue (both sides) between W. 111th Street and W. 112th Street;
Farina (36th Ward)	N. Menard Avenue, at No. 2432 (except for handicapped); N. Nordica Avenue, at No. 2121 (except for handicapped);
Stone (50th Ward)	W. Touhy Avenue (north side) from N. Kedzie Avenue to a point 500 feet east thereof; W. Touhy Avenue (south side) from N. Kedzie Avenue to a point 500 feet east thereof.

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTION
OF S. SACRAMENTO AV.

Alderman Kellam (18th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the east side of S. Sacramento Avenue in the 8600 block from 8:00 A.M. to 10:00 A.M. on Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED 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:

*Alderman**Location and Type of Sign*

Shaw (9th Ward)

105th Street and S. State Street -- 2-Way Stop;

Vrdolyak (10th Ward)

E. 107th Street and S. Avenue N -- 2-Way Stop;

E. 108th Street and S. Avenue N -- 2-Way Stop;

E. 109th Street and S. Avenue O -- 4-Way Stop;

Sheahan (19th Ward)

W. 101st Street and S. Longwood Drive -
- 4-Way Stop;

Lipinski (23rd Ward)

W. 57th Street and S. Nashville Avenue -
- 3-Way Stop;

Farina (36th Ward)

W. Schubert and N. Austin Avenues -- Stop;

W. Schubert and N. Meade Avenues -- Stop;

W. Schubert and N. Melvina Avenues -- Stop;

W. Schubert and N. Mobile Avenues -- Stop;

W. Bloomingdale and N. Newland Avenues
-- 4-Way Stop;W. Cortland Street and N. Newland Avenue
-- 4-Way Stop;W. Bloomingdale and N. Sayre Avenues -
- 4-Way Stop;W. Cortland Street and N. Sayre Avenue -
- 4-Way Stop;W. School Street and N. Pioneer Avenue -
- Stop;W. Roscoe Street and N. Panama Avenue
-- Stop;W. Roscoe Street and N. Paris Avenue --
Stop;

Cullerton (38th Ward)

W. Belle Plaine and N. Mason Avenues -
- Stop.

*Referred--*PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE
TONS FOR VEHICLES ON PORTION OF
N. MOBILE AV.

Alderman Cullerton (38th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on N. Mobile Avenue from W. Berteau to W. Montrose Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

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

Alderman

Humes (8th Ward)
Sherman (21st Ward)
Lipinski (23rd Ward)
Nardulli (26th Ward)
Clewis (45th Ward)
Stone (50th Ward)

Claimant

Catherine Hannah
Cardwell Westinghouse Co.
Edward Zappla, Henry Chorzempa
Lydia Flores
Edward Stachulski
Diane and Lester Teich.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN SEVEN CANOPIES.

A proposed order for issuance of a permit to Citadel Property Management Corp., as agent for Randolph Bldg. Ltd., to construct, maintain and use seven canopies at No. 188 W. Randolph Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BARNETT (2nd Ward):

Authority Granted for Vacation of Alleys at Specified Locations.

A proposed order reading as follows:

Ordered, That the Committee on Local Industries, Streets and Alleys is hereby authorized and directed to give consideration of the "Vacation of all Alleys" in the block bounded by E. 32nd Street, E. 33rd Street, S. Michigan Avenue and S. Indiana Avenue.

On motion of Alderman Barnett, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN SHAW (9th Ward):

Tribute to the Late Levi Foster.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to his eternal reward Levi Foster, longtime resident of our great City and a noted and dedicated public servant; and

WHEREAS, Levi Foster was employed by the Chicago Transit Authority for 28 years, and worked with the Cook County Sheriff's Office some three and a half years. He retired in June, 1981; and

WHEREAS, Levi Foster was for four and a half years a diligent and dedicated Precinct Captain and member of the 9th Ward Regular Democratic Organization, during which time he exemplified the highest standards of public service to his fellow man; and

WHEREAS, Levi Foster leaves behind a legacy of outstanding deeds as well as three fine children; Byron, 19; Tracy, 16; and Michael, 8 years old; he will be sorely missed by them and by his many friends as well as by the leaders of our great City; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council, gathered here this 15th day of December, 1982, do hereby express our sorrow on the passing of Levi Foster, and extend to his family our heartfelt sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Levi Foster.

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

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

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO ERECT
SIGN/SIGNBOARD.

A proposed order for issuance of a permit to Ahern Sign Company, No. 3257 S. Harding Avenue, to erect a sign/signboard at No. 5011 W. 63rd Street (Ray Buick).--*Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERMAN BRADY (15th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO
MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Sears, Roebuck and Company to maintain and use an existing canopy attached to the building or structure located at Nos. 6146-6158 S. Claremont Avenue/Nos. 2334-2342 W. 62nd Street.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

*Referred--*PROPOSED MOTION TO AMEND ANNUAL APPROPRIATION
ORDINANCE OF CITY OF CHICAGO FOR YEAR 1983.

A proposed motion to amend the annual appropriation ordinance of the City of Chicago for the year 1983, presented by Aldermen Sheahan, Huels, Kellam, Lipinski and Marcin, by increasing crossing guards' uniform allowance and hourly pay.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN KELLEY (20th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 155 OF
MUNICIPAL CODE CONCERNING MOTION PICTURES.

A proposed ordinance to amend Chapter 155 of the Municipal Code of the City of Chicago by deleting Sections 155-1, 155-2, 155-3, 155-4, 155-5, 155-6, 155-6.1, 155-7, 155-7.1, 155-7.2 and 155-7.3 entitled Motion Pictures.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF
MUNICIPAL CODE CONCERNING MOBILE FOOD DISPENSERS
OR PEDDLERS WITHIN CERTAIN AREA.

A proposed ordinance to amend Chapter 27 of the Municipal Code of the City of Chicago by adding thereto a new Section 27-269.1 which would prohibit mobile food dispensers or peddlers from conducting business within the boundaries of the Medical Center District near Ashland Avenue and Congress Parkway.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDER TO MEMORIALIZE C.T.A. FOR
INSTALLATION OF BUS PASSENGER SHELTER ON
PORTION OF S. CALIFORNIA AV.

Also a proposed order to memorialize the Chicago Transit Authority for the installation of a bus passenger shelter on the west curb of S. California Avenue, south of S. Ogden Avenue.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN NARDULLI (26th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 900 N. Winchester Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 900 N. Winchester Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

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

Nays--None.

Presented by

ALDERMAN DAVIS (29th Ward):

Tribute to the Late Georgia M. Henderson.

A proposed resolution reading as follows:

WHEREAS, The Almighty God in his infinite and profound wisdom has called to her eternal rest, our friend and sister, Mrs. Georgia M. Henderson; and

WHEREAS, For many years Mrs. Henderson was a resident of the CHA Housing complex at 2910 W. Harrison Street where she served as leader and titular head of the community; and

WHEREAS, Mrs. Henderson's home and heart was always open to the other residents to come and bring their sorrows, problems, needs and joys; and

WHEREAS, One could always find from Mrs. Henderson a warm heart, a hot meal, a word of advice, a friendly smile, a reprimand; if necessary, information on how to find a job or just plain talk; and

WHEREAS, As a result of her efforts she received numerous awards, and citations such as the Lawndale Advisory Council's Award, a feature story in *Chat* and recognition from many other entities within the community; now, therefore,

Be It Resolved, That we, the Honorable Mayor Jane M. Byrne and the Chicago City Council in meeting this 15th day of December, do hereby mourn her passing and take note of her many and varied contributions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to her daughters, Alyce Starr and Gail Washington for their memories and edification.

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

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

Tribute to the Late Albert Lewis.

Also a proposed resolution reading as follows:

WHEREAS, The Almighty God in his infinite and profound wisdom has called to his eternal rest our friend and brother, Albert Lewis; and

WHEREAS, Albert Lewis, was born in Selma, Alabama in 1919, moved to Chicago in 1946, and has lived on the Westside for the past thirty years; and

WHEREAS, He was one of the original members of the Mile Square Federation and an organizer of the Mile Square Health Center which became one of the finest of its kind in the nation; and

WHEREAS, Mr. Lewis was an active member of the Pleasant Ridge Missionary Baptist Church, under the pastorship of Rev. Joseph Jones, where he taught Sunday School and was the leader of a singing group; and

WHEREAS, Mr. Lewis' community involvement included being a Mason, an active member of the Board of Directors of the Mile Square Community Health Center and an Assistant Precinct Capt. in the 27th Ward; now, therefore,

Be It Resolved, That Mayor Jane M. Byrne and the Chicago City Council in meeting this 15th day of December, do hereby take note of Mr. Lewis' many varied and noteworthy contributions; and

Be It Further Resolved, That suitable copies of this resolution be prepared for presentation to Mr. Lewis' family, the Pleasant Ridge Missionary Baptist Church and the Mile Square Community Health Center.

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

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

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred--PROPOSED ORDINANCE TO CONSTRUCT BUS PASSENGER
SHELTER AT SPECIFIED LOCATION.

A proposed ordinance to construct a bus passenger shelter at N. Northwest Highway and N. Ozark Avenue.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCE FOR ESTABLISHMENT OF BUS
STAND AT SPECIFIED LOCATION.

A proposed ordinance for the establishment of a bus stand at the south curb of W. Illinois Street from the east property line of N. Franklin Street to a point 190 feet east thereof.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN AXELROD (46th Ward):

Chicago Police Officer George Schoyahn Honored on Occasion
of his Retirement.

A proposed resolution reading as follows:

WHEREAS, One of this great City's finest, Chicago Police Officer George Schoyahn, is retiring January 13, 1983, after 36 years of outstanding public service; and

WHEREAS, Police Officer George Schoyahn began his career June 25, 1946, and for the past 20 years he has walked the foot post on Uptown's Wilson Avenue. He has been a fixture on this unique city street for as long as most citizens can remember; and

WHEREAS, Commencing with the bawdy beer halls of the 1960s, through the years of transformation in the '70s, and into the Wilson Avenue of today, George Schoyahn has been a constant benefit to the untold thousands of people who have walked the sidewalks, shopped in the stores, and now study in the schools located on Wilson Avenue; and

WHEREAS, The 20 years of George Schoyahn's knowledge, experience and dedication can not simply be replaced when he leaves. It will take the next person another 20 years of diligence, day-to-day effort and compassion before that person knows Wilson Avenue as well as George Schoyahn; and

WHEREAS, The City beams proudly at having such a committed and compassionate public servant in its midst; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 15th day of December, 1982, do hereby express our extreme gratitude and our heartiest congratulations to Police Officer George Schoyahn on the occasion of his retirement, and that we wish this outstanding public servant all happiness, success and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer George Schoyahn.

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

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

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDER TO INSTALL ALLEY LIGHT AT NOS.
4506-4528 N. WOLCOTT AV.

A proposed order to install an alley light at the rear of the premises located at Nos. 4506-4528 N. Wolcott Avenue.--*Referred to the Committee on Finance*.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Bethany Home and Hospital of the Methodist Church, No. 4950 N. Ashland Avenue;

Cafe Irina, No. 4535 N. Lincoln Avenue;

Mr. Julius Bishop, No. 4821 N. Damen Avenue.

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO ERECT SIGN/SIGNBOARD.

A proposed order for issuance of a permit to Federal Sign, Division of Federal Signal Corp., No. 140 E. Tower Drive, to erect a sign/signboard at No. 6750 N. Western Avenue (Butler Walker Oil Company).--
-Referred to the Committee on Building and Zoning.

**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:

License Fee Exemptions:

BY ALDERMAN VRDOLYAK (10th Ward):

South Chicago Community Hospital, No. 2320 E. 93rd Street.

BY ALDERMAN KELLEY (20th Ward):

Woodlawn Hospital, No. 6060 S. Drexel Avenue (3.)

BY ALDERMAN FARINA (36th Ward):

Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation, No. 7435 W. Talcott Avenue.

BY ALDERMAN MERLO (44th Ward):

Illinois Masonic Medical Center, No. 836 W. Wellington Avenue.

BY ALDERWOMAN VOLINI (48th Ward):

United Methodist Homes and Services, No. 1415 W. Foster Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN KENNER (3rd Ward):

The Light of the World, No. 5735 S. State Street -- sign maintenance inspection.

BY ALDERMAN SAWYER (6th Ward):

Israel Methodist Community Church, No. 7620 S. Cottage Grove Avenue --building, boiler and fuel burning inspections (2).

BY ALDERMAN KELLEY (20th Ward):

Y.W.C.A., No. 6200 S. Drexel Avenue -- elevator, boiler and fuel burning inspections (2).

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, No. 4950 W. Thomas Street -- elevator, mechanical ventilation, "No Parking" signs, boiler and fuel burning inspections (4).

BY ALDERMAN PUCINSKI (41st Ward):

Sisters of the Resurrection, No. 7500 W. Talcott Avenue -- mechanical ventilation inspection.

BY ALDERWOMAN VOLINI (48th Ward):

Winthrop Towers, No. 4848 N. Winthrop Avenue -- building, boiler and fuel burning inspections (3).

Water Rate Exemptions:

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, No. 4950 W. Thomas Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 8, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 8, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderwoman Marian Humes 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.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AN
AGREEMENT BETWEEN ELECTRONICS, INCORPORATED AND CITY
FOR CERTAIN PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

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 15, 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 Aviation, I transmit herewith an ordinance authorizing execution of an agreement between Electronics, Incorporated, and the City of Chicago for certain premises at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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 fifteenth (15th) day of December, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty-third (23rd) 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, Vrdolyak, 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, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Kelley moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday December 23, 1982, at 10:00 A.M. in the City Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.