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COPY



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

Regular Meeting—Friday, January 7, 1983

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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone.

Absent--None.

Call to Order.

On Friday, January 7, 1983 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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--47.

Quorum present.

Invocation.

Alderman Eugene Ray, 27th Ward, opened the meeting with prayer.

**Congratulations Extended to Jack Brickhouse as Recipient of
1983 Ford C. Frick Award.**

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

WHEREAS, Jack Brickhouse, one of the great and outstanding sports broadcasters of the City of Chicago, will be awarded the prestigious Ford C. Frick Award for the year 1983, and thus, join the illustrious company of previous recipients, such as Mel Allen, Red Barber, Bob Elson, Russ Hodges, Ernie Harwell and Vin Scully, as a member of Baseball's Hall of Fame in Cooperstown, New York; and

WHEREAS, Jack Brickhouse began his broadcasting career at the age of 18 on radio station WMBD in his hometown of Peoria, Illinois, and six years later, in 1940, he had joined the staff of WGN in Chicago, broadcasting the Cubs and White Sox games; and

WHEREAS, Jack Brickhouse, because of his unique broadcasting ability, became one of the first baseball announcers on TV, contributing valuable techniques to the telecasting of baseball games, where his grass roots approach and description of baseball made him one of the most popular and accurate broadcasters in the baseball world; and

WHEREAS, Jack Brickhouse, after a broadcasting career spanning six decades, retired in 1981 after receiving the accolade and plaudits of both the sporting and broadcasting world, having received numerous awards including that of the Variety Club of Illinois and Sports Lodge of B'nai B'rith, is still active in the field, being a vice-president of the Cubs and in great demand as an after-dinner speaker; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago gathered here, on this 7th day of January, 1983, do hereby congratulate Jack Brickhouse and extend our gratitude to him for his many years of service and dedication to the well-being of the people of the City of Chicago and we do hereby salute him on his being named the 1983 recipient of the 1983 Ford C. Frick Award; and

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

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

On motion of Alderman Burke (seconded by Aldermen Natarus, Farina, Kenner, Rittenberg, Frost, Stone, Bertrand, Pucinski, Marcin, Madrzyk, Hagopian, Marzullo, Shaw, Mell, Barnett and Vrdolyak) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, then introduced Jack Brickhouse and his wife Pat, to the City Council. Mr. Brickhouse thanked the Mayor and the Council for the honor accorded him and also spoke of his appreciation for the great sports fans in Chicago. Jack and his wife were warmly applauded by all the Members of the City Council and assembled guests.

**January 15th Declared Holiday in Honor of the Late
Dr. Martin Luther King, Jr.**

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

WHEREAS, January 15, 1983, marks the Fifty-fourth Anniversary of the birth of Dr. Martin Luther King, Jr., who was born on January 15, 1929; and

WHEREAS, Dr. King earned a Bachelor of Divinity Degree from Crozer Theological Seminary in 1951, and during his studies at Crozer he developed a strong affinity for the policy of passive resistance advocated by Mahatma Gandhi; and

WHEREAS, In 1955, Dr. King was elected president of the Montgomery Improvement Association and enunciated the principle he followed throughout his life, "We will not resort to violence. We will not degrade ourselves with hatred. Love will be returned for hate;" and

WHEREAS, In 1956, the Montgomery boycott resulted in a Supreme Court ruling declaring unconstitutional, segregation on buses in Alabama; and

WHEREAS, In 1957, Dr. King founded the Southern Christian Leadership Conference to broaden the Montgomery non-violent movement; and

WHEREAS, Dr. King led numerous protest demonstrations, among them a demonstration in Birmingham which resulted in his being jailed. While imprisoned, he wrote the classic work of moral philosophy entitled *Letter from Birmingham Jail*; and

WHEREAS, In 1963, Dr. King led the march on Washington, D.C., involving some 250,000 people. It was in Washington, D.C., that Dr. King delivered the classic and moving speech embodying the phrase "I had a dream - a dream of the time when the evils of prejudice and segregation will vanish;" and

WHEREAS, In 1965, Dr. King led the freedom march from Selma to Montgomery following the "Bloody Sunday" of March 7, 1965; and

WHEREAS, In 1964, Dr. King was awarded the Nobel Peace Prize, becoming at 35 years of age the youngest person so honored; and

WHEREAS, Dr. King was shot to death in Memphis on April 4, 1968, while organizing the "Poor Peoples Campaign;" and

WHEREAS, Dr. King's efforts were a motivating factor in the passage of the Civil Rights Act of 1964; and

WHEREAS, Dr. King's moral philosophy of non-violence and his efforts on behalf of his fellow men are a shining beacon to all people; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and Members of the City Council, in meeting assembled this 7th day of January, 1983, do hereby recognize the significance of Dr. King's efforts and pledge to rededicate ourselves to the elimination of prejudice in all of its forms; and

Be It Further Resolved, That January 15, is declared a holiday wherein we honor the memory of Dr. Martin Luther King, Jr., and the non-violent movement he founded to secure justice and dignity for all people.

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 Natarus, Davis, Ray and Pucinski) the foregoing proposed resolution was *Adopted*, unanimously.

**John Marshall High School Girls Basketball Team Winners of Mayor's
1982 High School Holiday Basketball Tournament.**

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

WHEREAS, The John Marshall High School girls basketball team was the winner of the girls division of the Mayor's 1982 High School Holiday Basketball Tournament; and

WHEREAS, The Marshall "Commandos" girls team earned that title by winning their last game in a thrilling double-overtime contest; and

WHEREAS, The Marshall girls basketball team has won the Mayor's tournament six years in a row; and

WHEREAS, The Marshall girls basketball team has won five straight City Championship titles; and

WHEREAS, The Marshall girls basketball team won the Illinois State Championship last year; and

WHEREAS, One of the team's many outstanding players, Vanessa Sneed, was named Most-Valuable-Player during the Mayors Holiday Tournament, and another player, Marie Christian, named to the tournament all-star team; and

WHEREAS, Coach Dorothy Gaters, in her eighth year of coaching at Marshall High School, has compiled a record of 188 wins and 14 losses, while installing a sense of pride and discipline in her teams; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 7th day of January, 1983, extend to the John Marshall High School girls basketball team our heartiest congratulations for winning the Mayor's 1982 High School Holiday Basketball Tournament; and

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

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

Honorable Jane M. Byrne, Mayor, presented a trophy to the John Marshall High School girls basketball team. The Principal and Coach both expressed their appreciation for the honor accorded them. The participants were enthusiastically applauded by the Members of the City Council and assembled guests.

**John Marshall High School Boys Basketball Team Winners of Mayor's
1982 High School Holiday Basketball Tournament.**

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

WHEREAS, The John Marshall High School boys basketball team was the winner of the boy's division of the Mayor's 1982 High School Holiday Basketball Tournament; and

WHEREAS, The Marshall "Commandos" gained the title by winning four tourney games, one of which was a thrilling overtime victory in the semi-finals; and

WHEREAS, The Marshall boys team also won the Mayor's tournament in 1981; and

WHEREAS, The Marshall team holds the 1981-1982 City Championship title and was runnerup in the City Championships in the 1980-1981 season; and

WHEREAS, The Marshall team is ranked No. 4 in the Sun-Times Chicago area prep basketball poll; and

WHEREAS, One of the many outstanding members of the team, Kevin Rice, was named to the Mayor's tournament team; and

WHEREAS, Another outstanding player on the Marshall team, Joseph Stiffend, was named Most Valuable Player in the Mayor's tournament; and

WHEREAS, Coach Luther Bedford, in his tenth year as coach of the "Commandos" boys team, has done an exemplary job in instilling discipline and hardwork in his teams; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 7th day of January, 1983, extend to the John Marshall High School boys basketball team our heartiest congratulations for winning the Mayor's 1982 High School Holiday Basketball Tournament; and

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

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

Honorable Jane M. Byrne, Mayor, presented a trophy to the John Marshall High School boys basketball team. The Principal and Coach both expressed their gratitude at being so honored. The participants were enthusiastically applauded by the Members of the City Council and assembled guests.

REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO REDUCE 1982 TAX LEVY FOR CITY
OF CHICAGO PUBLIC BUILDING COMMISSION OF CHICAGO
BUILDING REVENUE BONDS, SERIES "B" OF 1971.

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

January 7, 1983.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Public Building Commission of the City of Chicago, I transmit herewith an ordinance directing the County Clerks of Cook and DuPage Counties to reduce the 1982 tax levy for the City of Chicago Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971, due to rental paid by the County of Cook for court facilities located in the Fourth and Sixth Area Police Headquarters.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO APPROVE FILING OF APPLICATIONS
WITH U.S.D.O.T. AND I.D.O.T. CONCERNING THE SOUTHWEST
TRANSIT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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 providing for the approval of applications to the Departments of Transportation of the United States and the State of Illinois, concerning the Southwest Transit Project, and authorizing the Mayor to enter into and execute such agreements as may be required pursuant to the award of such grants awarded on behalf of the City.

January 7, 1983

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY M.O.I. REALTY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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 conditional approval of an industrial revenue bond in the amount of \$1,800,000 for the financing of a project by M.O.I. Realty.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF ELSTON-KEDZIE AS
A BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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 am transmitting herewith an ordinance approving the Designation of the Elston-Kedzie Blighted Commercial Area.

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on January 19, 1982 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

January 7, 1983

COMMUNICATIONS, ETC.

14701

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN BLIGHTED
COMMERCIAL AREA PROJECT NORTH-LOOP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Commercial District Development Commission, I am transmitting herewith copies of an Ordinance "To Approve The Sale of Block 16 In Blighted Commercial Area Project North Loop".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on January 4, 1983 authorizing the Chairman to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO CONFIRM TERMINATION OF CONTRACT FOR SALE
OF CERTAIN LAND IN BLIGHTED COMMERCIAL AREA NORTH LOOP, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Commercial District Development Commission, I am transmitting herewith copies of an Ordinance, "Confirmation Of Termination Of A Contract For Sale And Redevelopment Of Certain Land In Blighted Commercial Area North Loop And Reaffirmation Of Authority To Acquire Project Property".

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE AMENDED DESIGNATION REPORT FOR
BLIGHTED COMMERCIAL AREA PROJECT SOUTH LOOP.

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

January 7, 1983

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an Ordinance "Ordinance Approving The Amended Designation Report For Blighted Commercial Area Project South Loop And Acquisition Of Said Area For Redevelopment".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on January 4, 1983 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE REVISED REDEVELOPMENT
PLAN FOR BLIGHTED COMMERCIAL AREA PROJECT SOUTH LOOP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 7, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an Ordinance "Approving The Revised Redevelopment Plan For Blighted Commercial Area Project South Loop".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on January 4, 1983 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

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:

"WMAQ-TV ALCOHOL AWARENESS MONTH IN CHICAGO":

Month of December, 1982;

"JAMES LEWIS HICKLIN III DAY IN CHICAGO":

December 19, 1982;

"ART DECO YEAR IN CHICAGO":

Year of 1983;

"LOYOLA UNIVERSITY SCHOOL OF DENTISTRY MONTH IN CHICAGO":

Month of January, 1983;

"UKRAINIAN INDEPENDENCE DAY IN CHICAGO":

January 22, 1983;

"DR. MARTIN LUTHER KING JR. DAYS IN CHICAGO":

January 14-15, 1983;

"MOTHERS MARCH VOLUNTEER DAY":

January 15, 1983;

"IRV KUPCINET AND 'KUP'S COLUMN' DAY IN CHICAGO":

January 17, 1983;

"PUBLIC EMPLOYEES APPRECIATION DAY IN CHICAGO":

January 17, 1983;

"MARCH OF DIMES MOTHERS MARCH WEEK":

January 23-30, 1983;

"BRAZILIAN CARNIVAL DAY IN CHICAGO":

February 5, 1983;

"LITHUANIAN INDEPENDENCE DAY IN CHICAGO":

February 16, 1983;

"TRAFFIC SAFETY DAYS IN CHICAGO":

February 25 - March 6, 1983;

"CHICAGO AREA BICYCLE DEALERS ASSOCIATION PROMOTION WEEK
IN CHICAGO":

March 4-6, 1983;

"WOMEN'S CAREER CONVENTION DAYS IN CHICAGO":

May 20-22, 1983;

"VALUE ENGINEERING DAY IN THE CITY OF CHICAGO":

May 23, 1983;

"FEDERAL EMPLOYEE OF THE YEAR DAY IN CHICAGO":

June 17, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

American National Bank and Trust of Chicago, U/T No. 21825: Acceptance and bond under an ordinance passed on October 6, 1982 (vault); filed on January 3, 1983;

American National Bank and Trust Company, U/T No. 28443: Acceptance and bond under an ordinance passed on November 12, 1982 (subsurface space); filed on January 3, 1983;

Illinois Bell Telephone Company: Acceptance and bond under an ordinance passed on October 6, 1982 (conduits); filed on January 3, 1983;

The University of Chicago: Acceptance and bond under an ordinance passed on October 6, 1982 (steam line); filed on January 6, 1983.

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

Also communications from Sigmund C. Ziejewski, District Engineer, under date of December 20, 1982, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

October 6, 1982.

Three ordinances amended concerning authorization of funds for cleaning and repair of Sewers and Sewer Appurtenances on Arterial Streets and State Highways and to Close Out Projects (1978-1979-1980);

Funds authorized concerning necessary engineering for New Street Construction;

November 12, 1982.

Acceptance of Quitclaim Deed authorized from Chicago Union Station Company for the rehabilitation of the Van Buren Street Viaduct;

Authority granted to negotiate for acquisition of property at No. 754 S. Clark Street;

Funds amended for rehabilitation of Traffic Control Signals at intersection of N. Ogden, N. Milwaukee, and W. Chicago Avenues and to Close Out Project.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of January 5, 1983:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of January, 1983.

Statement for bills issued in January, 1983, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Plant and Equipment Expenditures (annual supplement) for the estimated calendar year 1982 and expected calendar year 1983.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission, (F.E.R.C. Form No. 5) for the month of November, 1982.

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

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 27, 1982, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 6, 1983, 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 27, 1982, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 6, 1983.

*Filing of Certified Copies of Ordinance with County Clerks of
Cook and Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties an ordinance passed by the City Council on December 15, 1982:

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

Filed with the County Clerk of Cook County on December 27, 1982 and with the County Clerk of Du Page County on December 28, 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:

*Resignation of Honorable Ralph H. Axelrod as Alderman of the
46th Ward.*

The City Clerk presented the following communication which was *Placed on File*:

December 29, 1982.

*Honorable Walter S. Kozubowski
City Clerk
City of Chicago
City Hall, Chicago, Illinois*

Dear Sir--Please accept this letter as my notice of resignation from the City Council as Alderman of the 46th Ward. This shall become effective as of January 1, 1983.

Respectfully and regreably submitted this 29th day of December, 1982.

Very truly yours,

(Signed) RALPH H. AXELROD

*Resignation of Honorable William O. Lipinski as Alderman of
the 23rd Ward.*

The City Clerk presented the following communication which was *Placed on File*:

January 3, 1983.

*Honorable Walter S. Kozubowski
City Clerk of Chicago
Room 107, City Hall
Chicago, IL 60602*

Dear Mr. Kozubowski--Please be advised that I hereby tender my resignation as the Alderman of the 23rd Ward effective midnight, January 2, 1983. Please convey my resignation to the members of the City Council at the earliest possible opportunity.

Thanking you for your consideration in this matter, I remain,

Cordially,

(Signed) WILLIAM O. LIPINSKI

Zoning Reclassifications of Particular Areas.

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

Lencor Communications: Creation of Communication Planned Development at the Ambassador West Hotel, 1300 N. State Street;

Lencor Communications: Creation of Communication Planned Development at the Westin Hotel, 909 N. Michigan 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. (10) and Ms. Bohannon, Emma R. Campbell, Carmen A. Flores, E. Fogarty, Diana Gamble, James Jackson, Darryl McArthur, Robert Rowley, Martin Tunney and Chester Wydra, Anahita Inc. Bar Assoc. Restaurant;

Barba Santiago, Bergen Timothy, Berz Ambulance Service Inc., Bethel Inez H., Billinghamer William, Bitoy Annette J., Bloenk Anthony P., Boardwalk Liquors Inc., Bouchard James P., Brantley Otis, Bruno Albert J.;

Christensen Carl d/b/a Interstate Towing Co., Cody Lois, Conner Thomas A., Creighton Kevin, Cusack John J.;

Delta Cas. Co. and Gloria Andrew, Diffay Kenneth G., Dunlap Jean;

Ebner's Meat Market, Economy Fire and Cas. Co. and David J. Schuster, Ellis Bessie;

Finley Charles D., Floyd Nathaniel W., Friedmann Jenny Lynn;

Gething Thomas B., Gilles Noel, Gromala Richard J.;

Haider Musarrat, Hartford Ins. Co. and Harold J. Burdon, Hayes Samuel, Hendricks Duehl, Holden William Jr., Holliman David T., Honeycutt Samuel D.;

Jensen Joseph E., Joe Perillo Pontiac Inc., Jordan Barbara A.;

Kalamaris John, Kane Debby, Kiesel Gale, Krcmar David, Kussman Margaret;

Lill Management;

Macke Co. of Illinois, Menotti Plumbing, Metal Purchasing Co., Michihara Joseph P.; Montgomery Ward Ins. Co. (2) Juan Garza and Florence Starling, Morrow Betty Sharp, Motors Ins. Corp. and Elner Means;

National Surety Corp. and Sergio Parra, Northbrook Prop. and Cas. Ins. Co. and M. and J. R. Hakes Inc.;

Ofirrazco Mateo G., Ohio House Motel;

Pearson Carrie, Petropulos Peter;

Raddatz Thomas P., Rayford Arson, Recovery Services Int'l. and Charles Prentice, Reilly Terry, Roberts Minnie;

Schultz Dennis A. Sr., Schultze Holland, Scianna Ross A., Siedlecki George, Smigiel Stella, Smith William H. Sr., Soto Rene' A., State Farm Ins. Co. and Tom Finigan, Steak-n-Egger Inc., Stelmach Daniel;

Tang Donald, Thomas Talman D., Tobias Jack;

Underwriters Adj. Co. and Franciszek A. Kolodziej, USSA Group and Bruce L. Weinhold;

Vana Jeffrey S.;

Watkins Gerald, Wausau Ins. Co. and Chester Maduzia, West American Ins. Co. and Ronald Malnati, Wu Kwai Sang.

*Referred--*BIDS FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of January 6, 1983, 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 Nos. 5-21 W. Chestnut Street, vacant land, from the Board of Education.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 3606-3612 W. Ogden Avenue, vacant land, from the Board of Education.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 5000-5048 W. Polk Street/5001-5049 W. Lexington Street and 734-736 S. Laverne Avenue, vacant land, from the Board of Education.

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:

Nos. 5-21 W. Chestnut St.

C. F. Connelly Co., Inc., 2750 S. Wells Street, Chicago, Illinois 60616: Amount bid \$72,624.00, deposit check \$7,300.00 (cashier's check);

Nos. 3606-3612 W. Ogden Av.

Ogden Avenue Church of Christ, c/o Attorney Benjamin E. Starks, 11528 S. Halsted Street, Chicago, Illinois 60628: Amount bid \$9,000.00, deposit check \$900.00 (cashier's check);

Nos. 5000-5048 W. Polk St./5001-5049 W. Lexington St./734-736 S. Laverne Av.

National Baking Company, c/o John P. Murray, 123 W. Madison Street, Chicago, Illinois 60602: Amount bid \$140,000.00, deposit check \$14,000.00 (certified check).

Settlements of Suits with Entries of Judgments against City.

Also a report from the Corporation Counsel (filed in the Office of the City Clerk on January 6, 1983) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended October, 1982.--*Referred to the Committee on Finance*.

Placed on File--NOTIFICATIONS AS TO SELECTIONS OF PROXIES TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO GENERAL OBLIGATION TAX ANTICIPATION NOTES, SERIES OF JANUARY, 1983.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 6, 1983.

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 General Obligation Tax Anticipation Notes, Series of January, 1983, whether in temporary or definitive form, and issued against the taxes levied for the year 1983, in the total amounts and for the specific purposes as follows:

<i>Amount</i>	<i>Purpose</i>
\$ 76,850,000	Corporate
7,200,000	Judgment
21,300,000	Chicago Public Library (Maintenance and Operation)
3,225,000	Chicago Public Library (Buildings and Sites)
10,550,000	City Relief (General Assistance)

authorized to be issued by ordinances adopted by the City Council of the City of Chicago on January 7, 1983, and to any other instrument, certificate or document required to be signed by the Mayor in connection with the issuance of such Notes.

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

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

[Signatures appended as stated]

—
OFFICE OF THE COMPTROLLER
CITY OF CHICAGO

January 6, 1983.

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 City Comptroller of the City of Chicago to any and all General Obligation Tax Anticipation Notes, Series of January, 1983, whether in temporary or definitive form, and issued against the taxes levied for the year 1983, in the total amounts and for the specific purposes as follows:

<i>Amount</i>	<i>Purpose</i>
\$ 76,850,000	Corporate
7,200,000	Judgment
21,300,000	Chicago Public Library (Maintenance and Operation)
3,225,000	Chicago Public Library (Buildings and Sites)
10,550,000	City Relief (General Assistance)

authorized to be issued by ordinances adopted by the City Council of the City of Chicago on January 7, 1983, and to any other instrument, certificate or document required to be signed by the City Comptroller in connection with the issuance of such Notes.

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

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

[Signatures appended as stated]

—
Placed on File--REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTH OF NOVEMBER, 1982.

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

PERSONAL SERVICES PAID BY VOUCHER FOR NOVEMBER, 1982

NAMES	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	NOVEMBER
Vernita Caver	609 E. 60th St.	Cable Communication	Admin. Asst.	Corporate	\$ 781.09 p/m	\$ 781.09
Daniel Maloney	7568 W. Devon	"	Prin. Prog. Rev.	"	806.00 p/m	801.00
Pamela O'Brien	2605 S. Indiana	"	Infor. Coord.	"	598.00 p/m	598.00
Charles Cook	6056 N. Kedvale	Consumer Service	Con. Serv. Off. I	"	9.11 p/h	2,587.24
George Fillinche	5843 N. Spaulding	"	Data Control Coder	"	5.65 p/h	638.45
Mary Harmon	4515 So. King Dr.	"	Mech. Consultant	"	14.21 p/h	2,449.28
Arthur Varchman	3517 N. Marmora	"	Con. Ser. Off. I	"	60.75 p/d	364.50
Deborah R. Weiner	1254 W. Wellington	"	Consultant	"	10.00 p/h	445.00
Hannah Eisenberg	7141 N. Kedzie	Fire	Fireman	"	250.00 s/m	250.00
Jerome Kowalski	13422 So. Avenue N.	"	"	"	27,502.00 B/p	27,502.00
Sammie Spain	954 E. 83rd St.	"	"	"	2,000.00	2,000.00
Richard Williams	3529 W. Jackson	"	"	"	2,000.00	2,000.00
A. Todd Davis	2300 Children Plaza	Health	Consultant	"	8,000.00 p/m	727.20
Roy Getachow	1205 W. Sherwin	"	Employee Coun.	"	2,250.00 p/m	2,250.00
Rhonda McGowan	1830 So. Kildare	"	Asst. Director	"	2,500.00 p/m	2,272.80
Judith Rich	1401 E. 55th St.	"	Admin. Asst. III	"	1,453.00 p/m	1,453.00
Dr. Mario Rubinielli	505 N. Lake Shore Dr.	"	Dir. of Occup. Health	"	3,083.34 p/m	3,083.34
Cary B. Shaps	3750 N. Lake Shore Dr.	"	Educator	"	2,603.00 p/m	3,566.40
Walter L. Shumpert	436 N. Lawler	"	Public Education	"	1,767.00 p/m	1,767.00
Joanna Gerlach	3550 N. Lake Shore Dr.	Motion Pic. Appeal Bd.	Member	"	300.00 p/m	300.00
Juliet Rago Manamara	6525 N. Sheridan	"	"	"	300.00 p/m	300.00
Matthew Schoenbaum	820 N. Michigan	"	"	"	300.00 p/m	300.00
Judge Hyman Feldman	340 W. Diversey	Off. Mun. Invest.	Legal Advisor	"	4,146.00 p/m	4,146.00
Curtis Senior	2836 E. 77th St.	Police	Police Officer	"	658.73 b/p	658.73

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.

**Taxes Levied for All Corporate Purposes for
City of Chicago for Year 1983.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the levy of taxes for all corporate purposes for the City of Chicago for the Year 1983.

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, Madrzyk, Burke, Brady, Barden, Kellam, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Schuler, Stone--33.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Stemberk, Davis, Oberman, Clewis, Volini, Orr--10.

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

[Ordinance for Levy of Taxes for all Corporate Purposes
for Year 1983 printed on pages 14712 through 14733
of this Journal]

[Exhibit "A" printed on pages 14765 through
14772 of this Journal].

TAX LEVY FOR THE YEAR 1983

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The sum of Three Hundred Seventy-eight Million, One Hundred Fifty-three Thousand, One Hundred and Seventy-nine Dollars (\$378,153,179), ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the current year, is hereby levied for the year 1983 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1983 annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns:

Appropriations for Expenditures for the Fiscal Year
Beginning January 1, 1983 and Ending December 31, 1983

CORPORATE FUND - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
OFFICE OF THE MAYOR			
1110.000	For personal services.....	1,849,604	
1110.100	For contractual services	71,000	
1110.200	For travel	33,000	
1110.300	For commodities	30,700	
	Total for Office of the Mayor	<u>1,984,304</u>	
MAYOR'S OFFICE OF SPECIAL EVENTS			
1116.000	For personal services	337,412	
1116.100	For contractual services	7,300	
1116.200	For travel	3,400	
1116.300	For commodities	12,000	
1116.400	For equipment	3,000	
	Total for Mayor's Office of Special Events	<u>363,112</u>	
OFFICE OF MUNICIPAL INVESTIGATIONS			
1120.000	For personal services.....	1,093,374	
1120.100	For contractual services	454,481	
1120.200	For travel	25,000	
1120.300	For commodities	76,000	
1120.400	For equipment	7,200	
1120.700	For contingencies	45,000	
	Total for Office of Municipal Investigations	<u>1,701,055</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
OFFICE OF BUDGET AND MANAGEMENT			
Budgetary Division			
1140.000	For personal services	899,938	
1140.100	For contractual services	55,400	
1140.200	For travel	10,300	
1140.300	For commodities	5,700	
1140.700	For contingencies	50	
	Total for Budgetary Division	<u>971,388</u>	
Data Center			
1150.000	For personal services	5,252,299	
1150.100	For contractual services	3,890,350	
1150.200	For travel	22,350	
1150.300	For commodities	277,100	
1150.400	For equipment	28,400	
	Total for Data Center	<u>9,470,499</u>	
	Total for Office of Budget & Management	<u>10,441,887</u>	
DEPARTMENT OF ECONOMIC DEVELOPMENT			
1170.000	For personal services	400,103	
1170.100	For contractual services	192,200	
1170.200	For travel	19,000	
1170.300	For commodities	14,000	
1170.400	For equipment	13,000	
	Total for Department of Economic Development	<u>638,303</u>	
DEPARTMENT OF NEIGHBORHOODS			
1180.000	For personal services	1,714,628	
1180.100	For contractual services	56,400	
1180.200	For travel	9,900	
1180.300	For commodities	38,000	
1180.400	For equipment	4,000	
1180.700	For contingencies	1,000	
	Total for Department of Neighborhoods ..	<u>1,823,928</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
CITY COUNCIL			
1210.000	For personal services	3,581,312	
1210.200	For travel	264,000	
1210.801	Alderman Contingent Expense Allowance ..	660,000	
	For the employment of personnel as needed by the aldermen to perform secretarial, clerical, stenographic, research, investi- gations or other functions expressly related to the office of alderman, not to exceed a maximum of 4080 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 Committee on		
1210.802	Finance. (204,000 hrs. @ \$6.50h)	1,326,000	
	Total for City Council	<u>5,831,312</u>	
CITY COUNCIL COMMITTEES			
Committee on Finance			
1212.000	For personal services	778,684	
1212.100	For contractual services	87,210	
1212.200	For travel	10,050	
1212.300	For commodities	12,100	
1212.700	For contingencies	100	
	Total for Committee on Finance	<u>888,144</u>	
Committee on Buildings and Zoning			
1216.000	For personal services	342,360	
1216.100	For contractual services	57,700	
1216.200	For travel	10,000	
1216.300	For commodities	7,500	
	Total for Committee on Buildings and Zoning	<u>417,560</u>	
Committee on Local Industries, Streets and Alleys			
1219.000	For personal services	90,288	
1219.100	For contractual services	9,600	
1219.300	For commodities	1,000	
1219.700	For contingencies	700	
	Total for Committee on Local Industries, Streets and Alleys	<u>101,588</u>	
Committee on Aviation			
1222.000	For personal services	32,950	
1222.100	For contractual services	50	
1222.200	For travel	250	
1222.300	For commodities	50	
1222.700	For contingencies	1,000	
	Total for Committee on Aviation	<u>34,300</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Committees and Rules			
1226.000	For personal services	83,550	
1226.100	For contractual services	50	
1226.300	For commodities	50	
	Total for Committee on Committees and Rules	<u>83,650</u>	
Committee on Beautification and Recreation			
1234.000	For personal services	26,600	
1234.100	For contractual services	160	
1234.300	For commodities	500	
	Total for Committee on Beautification and Recreation	<u>27,260</u>	
Committee on Economic Development			
1235.000	For personal services	53,800	
1235.700	For contingencies	1,000	
	Total for Committee on Economic Development	<u>54,800</u>	
Committee on Ports, Wharves and Bridges			
1236.000	For personal services	26,700	
1236.100	For contractual services	50	
1236.300	For commodities	50	
	Total for Committee on Ports, Wharves and Bridges	<u>26,800</u>	
Committee on Education			
1237.000	For personal services	68,450	
1237.700	For contingencies	1,000	
	Total for Committee on Education	<u>69,450</u>	
Committee on Health			
1238.000	For personal services	54,600	
1238.100	For contractual services	220	
1238.300	For commodities	220	
	Total for Committee on Health	<u>55,040</u>	
Committee on Human Rights and Consumer Protection			
1240.000	For personal services	37,300	
1240.100	For contractual services	150	
1240.300	For commodities	2,000	
	Total for Committee on Human Rights and Consumer Protection	<u>39,450</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (continued)			
	Committee on Intergovernmental Relations		
1242.000	For personal services	38,050	
1242.100	For contractual services	300	
1242.300	For commodities	180	
1242.801	Expense in attending Legislative Sessions	6,400	
	Total for Committee on Intergovernmental Relations	44,930	
	Committee on License		
1244.000	For personal services	45,100	
1244.100	For contractual services	1,000	
1244.300	For commodities	300	
	Total for Committee on License	46,400	
	Committee on Local Transportation		
1248.000	For personal services	24,528	
	Total for Committee on Local Transportation	24,528	
	Committee on Housing, City and Community Development		
1250.000	For personal services	75,550	
1250.100	For contractual services	50	
1250.300	For commodities	150	
1250.700	For contingencies	100	
	Total for Committee on Housing, City and Community Development	75,850	
	Committee on Police, Fire, Personnel and Municipal Institutions		
1252.000	For personal services	75,750	
1252.100	For contractual services	50	
1252.300	For commodities	100	
	Total for Committee on Police, Fire, Personnel and Municipal Institutions .	75,900	
	Committee on Cultural Development and Historical Landmark Preservation		
1254.000	For personal services	63,300	
1254.100	For contractual services	250	
1254.200	For travel	500	
1254.300	For commodities	250	
1254.700	For contingencies	2,000	
	Total for Committee on Cultural Development and Historical Landmark Preservation..	66,300	

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)		
Committee on Public Utilities		
For the employment of Accountants, Attorneys, Engineers and other persons as may be required.		
1260.000	For personal services	54,250
1260.100	For contractual services	500
1260.300	For commodities	200
1250.700	For contingencies	2,000
	Total for Committee on Public Utilities.	<u>56,950</u>
Committee on Energy and Environmental Protection		
1265.000	For personal services	40,700
1265.100	For contractual services	1,000
1265.300	For commodities	500
	Total for Committee on Energy and Environmental Protection	<u>42,200</u>
CITY COUNCIL LEGISLATIVE REFERENCE BUREAU		
1280.000	For personal services	162,744
1280.100	For contractual services	10,420
1280.200	For travel	5,000
1280.300	For commodities	1,600
	Total for City Council Legislative Reference Bureau	<u>179,764</u>
MUNICIPAL REFERENCE LIBRARY		
1290.000	For personal services	509,710
1290.100	For contractual services	64,300
1290.200	For travel	4,550
1290.300	For commodities	64,900
	Total for Municipal Reference Library ..	<u>643,460</u>
DEPARTMENT OF PLANNING		
1310.000	For personal services	1,709,630
1310.100	For contractual services	267,300
1310.200	For travel	6,100
1310.300	For commodities	51,500
1310.700	For contingencies	1,500
	Total for Department of Planning	<u>2,036,030</u>
DEPARTMENT OF HOUSING		
1330.000	For personal services	320,843
1330.100	For contractual services	31,700
1330.200	For travel	4,000
1330.300	For commodities	11,400
1330.400	For equipment	3,700
1330.700	For contingencies	2,000
	Total for Department of Housing	<u>373,643</u>

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
CHICAGO COUNCIL ON FINE ARTS			
1340.000	For personal services	608,288	
1340.100	For contractual services	245,300	
1340.200	For travel	7,000	
1340.300	For commodities	76,200	
1340.700	For contingencies	1,500	
	Total for Chicago Council on Fine Arts .	<u>938,288</u>	
CITY CLERK			
1410.000	For personal services	1,045,785	
1410.100	For contractual services	499,300	
1410.300	For commodities	35,000	
	Total for City Clerk	<u>1,580,085</u>	
DEPARTMENT OF FINANCE			
Department of Finance of the City includes the offices of the City Comptroller and the City Treasurer			
CITY COMPTROLLER			
1500.000	For personal services	7,001,328	
1500.100	For contractual services	924,000	
1500.200	For travel	37,000	
1500.300	For commodities	212,700	
1500.400	For equipment	23,000	
1500.700	For contingencies	1,500	
	Total for City Comptroller	<u>8,199,528</u>	
CITY TREASURER			
1530.000	For personal services	559,680	
1530.100	For contractual services	110,950	
1530.200	For travel	6,000	
1530.300	For commodities	7,900	
1530.700	For contingencies	4,200	
	Total for City Treasurer	<u>688,730</u>	
DEPARTMENT OF LAW			
1610.000	For personal services	5,649,038	
1610.100	For contractual services	3,182,000	
1610.200	For travel	64,200	
1610.300	For commodities	38,500	
1610.700	For contingencies	3,000	
	Total for Department of Law	<u>8,936,738</u>	
DEPARTMENT OF PERSONNEL			
1710.000	For personal services	3,774,076	
1710.100	For contractual services	385,600	
1710.200	For travel	7,200	
1710.300	For commodities	49,000	
1710.400	For equipment	21,000	
1710.500	For permanent improvements	500	
1710.700	For contingencies	500	
	Total for Department of Personnel	<u>4,237,876</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES			
1810.000	For personal services	4,055,429	
1810.100	For contractual services	314,200	
1810.200	For travel	33,450	
1810.300	For commodities	81,300	
1810.400	For equipment	18,000	
1810.500	For permanent improvements	6,000	
1810.700	For contingencies	1,000	
	Total for Department of Purchases, Contracts and Supplies	4,509,379	
GRAPHICS AND REPRODUCTION CENTER			
1840.000	For personal services	1,123,264	
1840.100	For contractual services	255,650	
1840.200	For travel	3,000	
1840.300	For commodities	321,300	
	Total for Graphics and Reproduction Center	1,703,214	
BOARD OF ELECTION COMMISSIONERS			
1910.000	For personal services	6,126,404	
1910.100	For contractual services	4,278,900	
1910.200	For travel	49,700	
1910.300	For commodities	126,300	
1910.400	For equipment	15,900	
1910.500	For permanent improvements	10,000	
1910.700	For contingencies	25,000	
	Total for Board of Election Commissioners	10,632,204	
DEPARTMENT OF HEALTH			
3110.000	For personal services	30,909,707	
3110.100	For contractual services	2,314,840	
3110.200	For travel	39,000	
3110.300	For commodities	2,626,600	
3110.400	For equipment	232,000	
3110.700	For contingencies	4,000	
	Total for Department of Health	36,126,147	
COMMISSION ON HUMAN RELATIONS			
3410.000	For personal services	306,270	
3410.100	For contractual services	73,200	
3410.200	For travel	3,200	
3410.300	For commodities	2,400	
3410.700	For contingencies	1,000	
	Total for Commission on Human Relations	386,070	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
	OFFICE FOR SENIOR CITIZENS AND HANDICAPPED		
3420.000	For personal services	1,266,415	
3420.100	For contractual services	202,000	
3420.200	For travel	48,200	
3420.300	For comodities	88,100	
3420.400	For equipment	2,000	
3420.700	For contingencies	500	
	Total for Office for Senior Citizens and Handicapped	1,607,215	
	DEPARTMENT OF HUMAN SERVICES		
3450.000	For personal services	3,252,723	
3450.100	For contractual services	426,800	
3450.200	For travel	19,500	
3450.300	For commodities	34,100	
3450.400	For equipment	2,500	
3450.700	For contingencies	200	
	Total for Department of Human Services..	3,735,823	
	POLICE BOARD		
4101.000	For personal services	149,082	
4101.100	For contractual services	5,000	
4101.801	For expense of Board	65,000	
	Total for Police Board	219,082	
	MOTION PICTURE APPEAL BOARD		
4102.000	For personal services	15,000	
4102.100	For contractual services	1,000	
	Total for Motion Picture Appeal Board ..	16,000	
	DEPARTMENT OF PUBLIC SAFETY		
4105.000	For personal services	549,618	
4105.100	For contractual services	70,045	
4105.200	For travel	4,500	
4105.300	For commodities	11,900	
4105.400	For equipment	500	
4105.700	For contingencies	6,000	
	Total for Department of Public Safety ..	642,563	
	DEPARTMENT OF POLICE		
4110.000	For personal services	436,002,666	74,306,529
4110.100	For contractual services	10,641,900	
4110.200	For travel	69,000	
4110.300	For commodities	13,856,100	
4110.400	For equipment	830,700	
4110.500	For permanent improvements	188,000	
4110.700	For contingencies	300,000	
4110.972	Pension contributions for members in the military service	6,000	
	Total for Department of Police	461,894,366	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
FIRE DEPARTMENT			
4210.000	For personal services	168,071,199	28,896,984
4210.100	For contractual services	4,300,650	
4210.200	For travel	225,500	
4210.300	For commodities	3,369,800	
4210.400	For equipment	1,091,500	
4210.700	For contingencies	5,000	
4210.802	For demolition of fire-damaged buildings dangerous to public security	14,000	
	Total for Fire Department	177,077,649	
DEPARTMENT OF ZONING			
4310.000	For personal services	298,543	
4310.100	For contractual services	8,350	
4310.200	For travel	5,350	
4310.300	For commodities	2,850	
4310.700	For contingencies	500	
	Total for Department of Zoning	315,593	
ZONING BOARD OF APPEALS			
4330.000	For personal services	191,040	
4330.100	For contractual services	18,415	
4330.200	For travel	500	
4330.300	For commodities	1,700	
	Total for Zoning Board of Appeals	211,655	
COMMISSION ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS			
4350.000	For personal services	249,538	
4350.100	For contractual services	63,450	
4350.200	For travel	4,000	
4350.300	For commodities	11,800	
4350.400	For equipment	3,100	
4350.700	For contingencies	1,000	
	Total for Commission on Chicago Historical and Architectural Landmarks	332,888	
DEPARTMENT OF INSPECTIONAL SERVICES			
4410.000	For personal services	14,643,907	
4410.100	For contractual services	748,400	
4410.200	For travel	255,500	
4410.300	For commodities	151,000	
4410.400	For equipment	20,800	
4410.500	For permanent improvements	1,700,000	
4410.700	For contingencies	3,500	
	Total for Department of Inspectional Services	17,523,107	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
BUILDING BOARD OF APPEALS			
4470.000	For personal services	142,386	
4470.100	For contractual services	14,100	
4470.300	For commodities	2,000	
	Total for Building Board of Appeals	<u>158,486</u>	
DEPARTMENT OF CONSUMER SERVICES			
4510.000	For personal services	5,668,575	
4510.100	For contractual services	359,950	
4510.200	For travel	69,000	
4510.300	For commodities	112,300	
4510.400	For equipment	4,000	
	Total for Department of Consumer Services	<u>6,213,825</u>	
COMMISSION ON ANIMAL CARE AND CONTROL			
4710.000	For personal services	1,349,743	
4710.100	For contractual services	114,800	
4710.200	For travel	2,000	
4710.300	For commodities	124,900	
4710.400	For equipment	23,000	
4710.700	For contingencies	500	
	Total for Commission on Animal Care and Control	<u>1,614,943</u>	
MAYOR'S LICENSE COMMISSION AND LOCAL LIQUOR CONTROL COMMISSIONER (To be expended under the direction of the Mayor)			
4860.000	For personal services	79,905	
4860.100	For contractual services	113,500	
4860.300	For commodities	2,500	
4860.700	For contingencies	1,000	
	Total for Mayor's License Commission and Local Liquor Control Commissioner	<u>196,905</u>	
LICENSE APPEAL COMMISSION			
4870.000	For personal services	56,568	
4870.100	For contractual services	3,000	
4870.700	For contingencies	750	
	Total for License Appeal Commission	<u>60,318</u>	
OFFICE OF CABLE COMMUNICATIONS ADMINISTRATION			
4880.000	For personal services	777,372	
4880.100	For contractual services	275,400	
4880.200	For travel	12,000	
4880.300	For commodities	17,000	
4880.400	For equipment	25,500	
	Total for Office of Cable Communications Administration	<u>1,107,272</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION			
COMMISSIONER'S OFFICE			
5110.000	For personal services	2,375,672	
5110.100	For contractual services	41,400	
5110.200	For travel	22,700	
5110.300	For commodities	38,000	
5110.400	For equipment	20,400	
5110.700	For contingencies	1,000	
	Total for Commissioner's Office	<u>2,499,172</u>	
BUREAU OF STREETS			
5210.000	For personal services	604,301	
5210.100	For contractual services	45,500	
5210.200	For travel	3,000	
5210.300	For commodities	11,500	
5210.400	For equipment	20,000	
5210.801	Pavement improvement, maintenance and restoration	3,000,000	
	Total for Bureau of Streets	<u>3,684,301</u>	
BUREAU OF SANITATION			
5310.000	For personal services	66,202,746	
5310.100	For contractual services	20,682,550	
5310.200	For travel	234,000	
5310.300	For commodities	1,287,000	
5310.400	For equipment	16,000	
5310.700	For contingencies	1,000	
	Total for Bureau of Sanitation	<u>88,423,296</u>	
BUREAU OF ELECTRICITY			
Electrical Maintenance and Operation Division			
5410.000	For personal services	10,969,252	
5410.100	For contractual services	9,679,200	
5410.200	For travel	128,600	
5410.300	For commodities	2,190,000	
5410.400	For equipment	55,000	
	Total for Electrical Maintenance and Operation Division	<u>23,022,052</u>	
Electrical Construction Division			
5420.000	For personal services	12,118,682	
5420.100	For contractual services	2,395,500	
5420.200	For travel	112,000	
5420.300	For commodities	9,034,000	
5420.400	For equipment	27,000	
5420.890	For construction projects	9,336,000	
	Total for Electrical Construction Division	<u>33,023,182</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION (Continued)			
Electrical Wiring and Communications Division			
5430.000	For personal services	7,294,617	
5430.100	For contractual services	328,950	
5430.200	For travel	21,050	
5430.300	For commodities	2,726,000	
5430.400	For equipment	60,500	
	Total for Electrical Wiring and Communications Division	10,431,117	
	Total for Bureau of Electricity	66,476,351	
BUREAU OF EQUIPMENT SERVICE			
5610.000	For personal services	29,882,792	
5610.100	For contractual services	4,213,200	
5610.200	For travel	23,550	
5610.300	For commodities	10,821,000	
5610.400	For equipment	33,500	
	Total for Bureau of Equipment Service ..	44,974,042	
BUREAU OF PARKING			
5710.000	For personal services	728,159	
5710.100	For contractual services	2,829,400	
5710.200	For travel	19,000	
5710.300	For commodities	8,500	
5710.400	For equipment	9,000	
5710.890	For maintenance and operation of off-street parking facilities	3,920,000	
	Total for Bureau of Parking	7,514,059	
BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION			
5810.000	For personal services	6,602,311	
5810.100	For contractual services	877,000	
5810.200	For travel	115,000	
5810.300	For commodities	371,000	
5810.400	For equipment	115,600	
	Total for Bureau of Forestry, Parkways and Beautification	8,080,911	
DEPARTMENT OF PUBLIC WORKS			
COMMISSIONER'S OFFICE			
6110.000	For personal services	791,182	
6110.100	For contractual services	52,600	
6110.200	For travel	6,200	
6110.700	For contingencies	1,000	
	Total for Commissioner's Office	850,982	
ADMINISTRATION DIVISION			
6120.000	For personal services	1,520,208	
6120.100	For contractual services	153,400	
6120.200	For travel	4,300	
6120.300	For commodities	75,150	
6120.400	For equipment	1,700	
	Total for Administration Division	1,754,758	

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS (Continued)		
BUREAU OF TRANSPORTATION PLANNING AND PROGRAMMING		
6150.000 For personal services	1,427,843	
6150.100 For contractual services	49,600	
6150.200 For travel	5,600	
6150.300 For commodities	5,000	
6150.400 For equipment	3,500	
Total for Bureau of Transportation Planning and Programming	<u>1,491,543</u>	
BUREAU OF ENGINEERING		
General		
6210.000 For personal services	8,283,612	
6210.100 For contractual services	1,420,650	
6210.200 For travel	35,850	
6210.300 For commodities	42,650	
6210.400 For equipment	21,900	
Total for Bureau of Engineering - General	<u>9,804,662</u>	
Bridge Maintenance and Operation		
6250.000 For personal services	2,805,134	
6250.100 For contractual services	783,792	
6250.200 For travel	1,650	
6250.300 For commodities	36,600	
Total for Bridge Maintenance and Operation	<u>3,627,176</u>	
Total for Bureau of Engineering	<u>13,431,838</u>	
BUREAU OF MAPS AND PLATS		
6310.000 For personal services	375,912	
6310.100 For contractual services	281,200	
6310.200 For travel	3,100	
6310.400 For equipment	1,500	
Total for Bureau of Maps and Plats	<u>661,712</u>	
BUREAU OF ARCHITECTURE		
6410.000 For personal services	2,624,713	
6410.100 For contractual sevices	398,000	
6410.200 For travel	4,000	
6410.300 For commodities	29,000	
6410.400 For equipment	1,000	
6410.500 For permanent improvements	50,000	
6410.801 Installation of automatic vent dampers in City-owned buildings	<u>90,000</u>	
Total for Bureau of Architecture	<u>3,196,713</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS (Continued)			
BUREAU OF CONSTRUCTION			
6420.000	For personal services	17,391,059	
6420.100	For contractual services	715,450	
6420.200	For travel	29,300	
6420.300	For commodities	1,798,600	
6420.400	For equipment	59,850	
6420.500	For permanent improvements	25,000	
6420.700	For contingencies	3,000	
	Total for Bureau of Construction	<u>20,022,259</u>	
BUREAU OF BUILDINGS MANAGEMENT			
6430.000	For personal services	10,487,952	
6430.100	For contractual services	6,612,200	
6430.200	For travel	1,500	
6430.300	For commodities	738,500	
6430.400	For equipment	45,500	
6430.700	For contingencies	2,500	
6430.803	For maintenance of North Park Village buildings and property	800,000	
6430.804	For the operation and maintenance of Navy Pier	900,000	
	Total for Bureau of Buildings Management	<u>19,588,152</u>	
DEPARTMENT OF AVIATION ADMINISTRATION			
8611.000	For personal services	647,098	
8611.100	For contractual services	47,200	
8611.200	For travel	5,200	
8611.300	For commodities	16,500	
8611.700	For contingencies	100	
	Total for Administration	<u>716,098</u>	
CHICAGO MIDWAY AIRPORT			
8653.000	For personal services	1,536,333	
8653.100	For contractual services	1,684,350	
8653.200	For travel	200	
8653.300	For commodities	184,500	
8653.400	For equipment	11,000	
8653.700	For contingencies	300	
	Total for Chicago Midway Airport	<u>3,416,683</u>	
MERRILL C. MEIGS FIELD			
8655.000	For personal services	366,133	
8655.100	For contractual services	163,725	
8655.300	For commodities	24,350	
8655.400	For equipment	1,000	
8655.700	For contingencies	40	
	Total for Merrill C. Meigs Field	<u>555,248</u>	
	Total for Department of Aviation	<u>4,688,029</u>	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL		
9112.000	For personal services	85,710,000	
9112.100	For contractual services	2,462,000	
9112.300	For commodities	12,000	
9112.400	For equipment	13,900,000	
9112.600	For land	6,200,000	
9112.700	For contingencies	670,000	
	For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls: To be expended under the		
9112.801	direction of the Mayor	400,000	
	To provide for matching and supplementary funds for grants currently in effect as well as new grants: To be expended under the		
9112.802	direction of the Budget Director	3,500,000	
	For tuition reimbursement and educational programs: To be expended under the		
9112.803	direction of the Commissioner of Personnel	498,000	
	For expense of relocation of City		
9112.810	departments and agencies	200,000	
	To provide for the restoration of heat to dwelling units through emergency service		
9112.811	calls and repair of heating units	400,000	
9112.813	Emergency Family Food Program	2,200,000	
	For payment of expenses related to the		
9112.815	implementation of the Chicago Sales Tax ...	500,000	
	For payment of emergency shelter, hospital and medical expenses in the reception and		
9112.922	care of abandoned infant children	5,000	
	For payment of emergency shelter, hospital and medical expenses in the reception and		
9112.924	care of dependent or neglected children ...	5,000	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (continued)		
9112.926	For payment of emergency shelter, hospital and medical expenses in the reception and care of destitute crippled children	3,000	
9112.927	For payment for Emergency Shelter: to be expended under the direction of the Commissioner of Human Services	200,000	
9112.934	Claims for damages and liabilities against the City when ordered paid by the City Council	400,000	
9112.936	Claims under Worker's Compensation Act	8,000,000	
9112.937	For payment of claims for hospital and medical expenses of City employees injured in the actual performance of their duties who are not included in the provisions of the Worker's Compensation Act, as may be ordered by the City Council	2,200,000	
9112.938	Claims under Unemployment Insurance Act ...	4,600,000	
9112.940	For payment to dependents of the Police Officer and Firefighter killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled: "An Act, authorizing cities and villages to provide for the payment of allowances of money to the families or dependents of policemen or firemen killed or fatally injured while in the performance of their duties..." approved June 27, 1921, as amended, and the ordinance of the City Council based thereon	130,000	
9112.942	For paying the salary of any sworn member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the spouse of the deceased member of the Police or Fire department, or in the absence of a spouse, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a spouse or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Department's household at the time of the injury which resulted in his death	150,000	

<u>Code</u>	<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
DEPARTMENT OF FINANCE - GENERAL (continued)		
9112.954	Cost of issuance for Tax Anticipation Notes. 400,000	
9112.959	Interest on Tax Anticipation Notes (and other Corporate credits)..... 18,500,000	
	For the prepayment of principal and interest on \$64 million principal amount of Term notes (1980) and \$30 million principal amount of Term notes (1980-A), to be expended at the direction of the City Comptroller	
9112.963	29,281,000	
9112.972	Pension contributions for members in the military service	500
	For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the City Council	
9112.982	1,000	
9112.984	Taxes and assessments on City property ...	30,000
	For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error	
9112.990	165,000	
	City share of expense of maintaining State Street Mall	
9112.998	1,084,513	
	Total for Department of Finance - General	181,807,013
9114.960	For loss in collection of taxes	5,431,764
	Total from Corporate Fund	1,253,690,742
		108,635,277

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
LIBRARY FUND - BUILDINGS AND SITES - 342			
CHICAGO PUBLIC LIBRARY			
7110.100	For contractual services	2,203,500	2,203,500
7110.400	For equipment	569,000	569,000
7110.500	For permanent improvements	680,000	655,000
	Total for Library - Buildings and Sites	<u>3,452,500</u>	
9112.959	Interest on Tax Anticipation Notes	410,000	410,000
9114.960	For loss in collection of taxes	201,974	201,974
	Total from Library Fund - Buildings and Sites	<u>4,064,474</u>	<u>4,039,474</u>
LIBRARY FUND - MAINTENANCE AND OPERATION - 346			
CHICAGO PUBLIC LIBRARY			
7110.000	For personal services	17,814,618	17,814,618
7110.100	For contractual services	3,867,000	87,500
7110.200	For travel	31,500	
7110.300	For commodities	4,408,000	4,408,000
7110.400	For equipment	35,000	
	Total for Library - Maintenance and Operation	<u>26,156,118</u>	
DEPARTMENT OF FINANCE - GENERAL			
9112.000	For personal services	2,384,000	
	For tuition reimbursement and educational programs: To be expended under the		
9112.801	direction of the Commissioner of Personnel	15,000	
	To reimburse the Corporate Fund for Worker's		
9112.802	Compensation Act claims	35,000	
9112.938	Claims under Unemployment Insurance Act	245,000	
9112.959	Interest on Tax Anticipation Notes	3,000,000	3,000,000
	Total for Department of Finance - General	<u>5,679,000</u>	
9114.960	For loss in collection of taxes	1,332,112	1,332,112
	Total from Library Fund - Maintenance and Operation	<u>33,167,230</u>	<u>26,642,230</u>
JUDGMENT TAX FUND - 395			
	For payment of principal and interest		
9112.905	on judgments	8,644,823	7,875,000
9112.959	Interest on Tax Anticipation Notes	1,125,000	1,125,000
	Total from Judgment Tax Fund	<u>9,769,823</u>	<u>9,000,000</u>

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980 - 504			
Amounts to be levied in 1983 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	13,900,000	13,900,000
9112.962	For payment of interest on term notes ..	8,481,000	8,481,000
	Total for principal and interest	<u>22,381,000</u>	
9114.960	For loss in collection of taxes	1,177,947	1,177,947
	Total from Note Redemption and Interest Fund - 1980	<u>23,558,947</u>	<u>23,558,947</u>

NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980-A - 506			
Amounts to be levied in 1983 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	2,500,000	2,500,000
9112.962	For payment of interest on term notes ..	2,475,000	2,475,000
	Total for principal and interest	<u>4,975,000</u>	
9114.960	For loss in collection of taxes	261,842	261,842
	Total from Note Redemption and Interest Fund - 1980-A	<u>5,236,842</u>	<u>5,236,842</u>

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
BOND REDEMPTION AND INTEREST FUND - 510			
Amounts appropriated in 1983 for the pay- ment of bonds and interest on bonds:			
For payment of bonds:			
	Alley and Street Lighting - 1966	2,000,000	
	Community Redevelopment - 1966	1,000,000	
	Community Improvement and Development-1975	2,500,000	
	Electric Street Lighting Installation and Improvement - 1976	770,000	
	Emergency Communication/Dispatch System - 1977	500,000	
	Fire Department Apparatus - 1976	385,000	
	General Obligation, Series of April - 1981	450,000	
	General Obligation, Series of March - 1982	2,000,000	
	General Obligation, Series of September - 1982	1,000,000	
	Municipal Buildings - 1966	2,000,000	
	911 Universal Emergency Service System - 1976	460,000	
	O'Hare Rapid Transit Extension - 1977 ...	930,000	
	Police Department Equipment - 1977	500,000	
	Public Transportation - 1966	2,000,000	
	Refuse Disposal - 1966	1,000,000	
	Refuse Disposal Facilities Improvement - 1976	690,000	
	Sewer - 1966	3,000,000	
	Sewer - 1973	3,000,000	
	Sewer - 1977	2,300,000	
	Solid Waste Processing Plant - 1973	900,000	
	Streets and Sanitation Department Equipment - 1977	575,000	
9112.912	Total for payment of bonds	27,960,000	25,822,380
9112.914	For interest on bonds	33,688,978	31,560,686
	Total for principal and interest	61,648,978	
9114.960	For loss in collection of taxes	3,020,162	3,020,162
	Total from Bond Redemption & Interest Fund	<u>64,669,140</u>	<u>60,403,228</u>
CITY RELIEF FUND - 660			
For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the admini- stration thereof			
9112.930	Interest on Tax Anticipation Notes	11,708,653	10,966,113
9112.959	For loss in collection of taxes	1,580,000	1,580,000
9114.960	For loss in collection of taxes	660,322	660,322
	Total from City Relief Fund	<u>13,948,975</u>	<u>13,206,435</u>

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND - 681		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>62,700,000</u>	<u>50,899,300</u>
	LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND - 682		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>14,231,000</u>	<u>11,546,500</u>
	POLICEMEN'S ANNUITY AND BENEFIT FUND - 683		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>55,897,000</u>	<u>45,419,300</u>
	FIREMEN'S ANNUITY AND BENEFIT FUND - 684		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>24,034,000</u>	<u>19,527,200</u>
	PARK EMPLOYEES' ANNUITY AND BENEFIT FUND - 691		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>55,000</u>	<u>38,446</u>
	Total Tax Levy		<u>\$378,153,179</u>

SECTION 2. The City Clerk is directed to file certified copies of this ordinance together with copies of the annexed annual appropriation ordinance for the year 1983, with the County Clerk of Cook County and with the County Clerk of Du Page County.

SECTION 3. This ordinance shall be effective upon its passage.

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

Authority Granted For Issuance of General Obligation Tax Anticipation
Notes (Corporate Fund) Series of January, 1983
of City of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith; to authorize the issuance of General Obligation Tax Anticipation Notes (Corporate Fund) Series of January, 1983 of City of Chicago.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Corporate Fund of said City, to issue its General Obligation Tax Anticipation Notes (Corporate Fund), in the amount of \$76,850,000 which amount does not exceed 85% of the taxes for corporate purposes levied by the City of Chicago for the year 1983, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Corporate Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$76,850,000 to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for corporate purposes for the year 1983, which Notes shall each be designated "General Obligation Tax Anticipation Note (Corporate Fund), Series of January, 1983," shall be dated as of the 15th day of January, 1983, become due serially \$29,225,000 on April 15, 1984 and \$47,625,000 on November 1, 1984, shall bear interest from date until paid, at the rate of ten percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 1, 1984, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

Interest on the Notes maturing on April 15, 1984 shall be payable on October 15, 1983 and on April 15, 1984, and interest on the Notes maturing on November 1, 1984, shall be payable on October 15, 1983, on April 15, 1984 and on November 1, 1984, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CORPORATE FUND),
SERIES OF JANUARY, 1983

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ dollars (\$ _____) on the _____ day of _____, 1984, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1983* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

*(For Notes maturing on November 1, 1984, there should be inserted ", on April 15, 1984" to indicate the date of payment of interest on such date.)

[The following paragraph is to be inserted in the Notes maturing on November 1, 1984.]

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners at their last known addresses of any Notes which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

* * *

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

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for corporate purposes, and was authorized by an ordinance adopted by the City Council of the City of Chicago on January, _____ 1983.

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

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1983, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1983 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1983, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1983.

Attest:

City Clerk
City of Chicago

Mayor
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the _____ day of _____, 19____ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), The City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Corporate Fund), Series of January, 1983, dated January 15, 1983, No. _____.

(Facsimile Signature)

Mayor
City of Chicago

(Facsimile Signature)

City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 1, 1984.)

(Form of Registration)

Date of
Registration

Name of Registered Owner

Signature of
City Comptroller
of the City of Chicago

_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1983, a tax sufficient to produce the sum of \$89,049,167 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Corporate Fund), Series of January, 1983" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1983)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to provide for the deposit of proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein; at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$76,850,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for corporate purposes for the year 1983 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Preliminary Official Statement and Official Statement relating to the sale and issuance of the Notes, and the use and distribution thereof by the City and the initial purchasers of the Notes, are hereby approved. The Mayor and City Comptroller are hereby authorized to execute and deliver the Official Statement on behalf of the City.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in substantially the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$76,850,000, or a number of Notes aggregating the principal sum of \$76,850,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1983, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1983, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Corporate Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for corporate purposes for the year 1983. Said Notes, in the principal amount of \$76,850,000, constitute the first series of Notes issued for 1983 pursuant to the acts hereinabove mentioned.

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

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

[Exhibit "A" printed on pages 14765 - 14772
of this Journal.]

**Three Ordinances Authorizing Issuances of General Obligation
Tax Anticipation Notes Series of January 1983
of City of Chicago.**

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 issuance of General Obligation Tax Anticipation Notes, Series of January, 1983 of the City of Chicago.

On motion of Alderman Frost each of the said proposed ordinances, were *Passed* by yeas and nays as follows:

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

Nays--None.

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

The following are said ordinances as passed:

An ordinance providing for the issuance of \$10,550,000 General Obligation Tax Anticipation Notes (City Relief-General Assistance Fund) Series of January 1983, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

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

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued,

provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the City Relief - General Assistance Fund of said City, to issue its General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund), in the amount of \$10,550,000 which amount does not exceed 85% of the taxes for City relief general assistance purposes levied by the City of Chicago for the year 1983, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$10,550,000 to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for City relief general assistance for the year 1983, which Notes shall each be designated "General Obligation Tax Anticipation Note (City Relief - General Assistance Fund), Series of January, 1983," shall be dated as of the 15th day of January, 1983, become due serially \$4,000,000 on April 15, 1984 and \$6,550,000 on November 1, 1984, shall bear interest from date until paid, at the rate cent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 1, 1984, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed, but failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

Interest on the Notes maturing on April 15, 1984 shall be payable on October 15, 1983 and on April 15, 1984, and interest on the Notes maturing on November 1, 1984 shall be payable on October 15, 1983, on April 15, 1984 and on November 1, 1984, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their

respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CITY RELIEF - GENERAL ASSISTANCE FUND),
SERIES OF JANUARY, 1983

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the _____ day of _____, 1984, with interest thereon from the date hereof until paid at the rate of _____ per cent (____%) per annum, payable on October 15, 1983* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

* (For Notes maturing on November 1, 1984, there should be inserted "on April 15, 1984" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 1, 1984.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior

to the date fixed for redemption to the registered owners, at their last known addresses of any Notes which are to be redeemed but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

* * *

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

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for City relief general assistance, and was authorized by an ordinance adopted by the City Council of the City of Chicago on January ____, 1983.

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

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1983, including the issue of which this Note is one, does not exceed eighty-five per cent (85%) of the taxes levied for the year 1983 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1983, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or the Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1983.

Attest: _____

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____

\$ _____

On the _____ day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$ _____) for interest due that day on its General Obligation Tax Anticipation Note (City Relief - General Assistance Fund), Series of January, 1983, dated January 15, 1983, No. _____.

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

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 1, 1984.)

(Form of Registration)

Date of
Registration

Name of Registered Owner

Signature of
City Comptroller
of the City of Chicago

_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1983, a tax sufficient to produce the sum of \$12,225,362 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes."

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund), Series of January, 1983," (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1983)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to provide for the deposit of proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected, reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$10,550,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for the City relief general assistance purposes for the year 1983 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided, that in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Preliminary Official Statement and the Official Statement relating to the sale and issuance of the Notes, and the use and distribution thereof by the City and the initial purchasers of the Notes, are hereby approved. The Mayor and the City Comptroller are hereby authorized to execute and deliver the Official Statement on behalf of the City.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in substantially the same form and tenor as herein

provided, except that it may be a single Note in the principal amount of \$10,550,000, or a number of Notes aggregating the principal sum of \$10,550,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1, hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1983, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1983, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the City Relief-General Assistance Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for City Relief-General Assistance for the year 1983. Said Notes, in the principal amount of \$10,550,000 constitute the first series of Notes issued for 1983 pursuant to the acts hereinabove mentioned.

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

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

[Exhibit "A" printed on pages 14765-14772 of this Journal.]

An ordinance providing for the issuance of \$21,300,000 General Obligation Tax Anticipation Notes (Chicago Public Library-Maintenance and Operation Fund) Series of January 1983, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

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

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Chicago Public Library - Maintenance and Operation Fund of said City, to issue its General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund), in the amount of \$21,300,000, which amount does not exceed 85% of the taxes for library maintenance and operation purposes levied by the City of Chicago for the year 1983, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$21,300,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for library maintenance and operation for the year 1983, which Notes shall each be designated "General Obligation Tax Anticipation Note (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1983," shall be dated as of the 15th day of January, 1983, become due serially \$8,100,000 on April 15, 1984 and \$13,200,000 on November 1, 1984, shall bear interest from date until paid, at the rate of ten percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 1, 1984, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

Interest on the Notes maturing on April 15, 1984 shall be payable on October 15, 1983 and on April 15, 1984, and interest on the Notes maturing on November 1, 1984 shall be payable on October 15, 1983, on April 15, 1984 and on November 1, 1984, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form Of Note)

UNITED STATES OF AMERICA
STATE OF ILLINOIS COUNTY OF COOK
CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CHICAGO PUBLIC LIBRARY - MAINTENANCE AND OPERATION FUND),
SERIES OF JANUARY, 1983

Number _____ \$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the _____ day of _____, 1984, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1983* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York.

* (For Notes maturing on November 1, 1984, there should be inserted ", on April 15, 1984" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 1, 1984.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to

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

* * *

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

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for library maintenance and operation, and was authorized by an ordinance adopted by the City Council of the City of Chicago on January ____, 1983.

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

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1983, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1983 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1983, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1983.

Attest: _____

Mayor
City of Chicago_____
City Clerk
City of Chicago_____
City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the _____ day of _____, 19____ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York _____ Dollars (\$ _____) for interest due that day on its General Obligation Tax Anticipation Note (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1983, dated January 15, 1983, No. _____.

(Facsimile Signature)

City Comptroller
City of Chicago

(Facsimile Signature)

Mayor
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 1, 1984).

(Form of Registration)

Date of
Registration

Name of Registered Owner

Signature of
City Comptroller
of the City of Chicago

_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1983, a tax sufficient to produce the sum of \$24,681,167 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1983" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement

entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1983)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to provide for the deposit of proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$21,300,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for library maintenance and operation purposes for the year 1983 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes; the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Preliminary Official Statement and Official Statement relating to the sale and issuance of the Notes, and the use and distribution thereof by the City and the initial purchasers of the Notes, are hereby approved. The Mayor and the City Comptroller are hereby authorized to execute and deliver the Official Statement on behalf of the City.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in substantially the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$21,300,000, or a number of Notes aggregating the principal sum of \$21,300,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, than the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1983, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1983, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Chicago Public Library - Maintenance and Operation Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for library maintenance and operation for the year 1983. Said Notes, in the principal amount of \$21,300,000 constitute the first series of Notes issued for 1983 pursuant to the acts hereinabove mentioned.

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

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

[Exhibit "A" printed on pages 14765-14772 of this Journal.]

An ordinance providing for the issuance of \$3,225,000 General Obligation Tax Anticipation Notes (Chicago Public Library-Buildings and Sites Fund) Series of January 1983, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

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

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Chicago Public Library - Buildings and Sites Fund of said City, to issue its General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund), in the amount of \$3,225,000, which amount does not exceed 85% of the taxes for library buildings and sites purposes levied by the City of Chicago for the year 1983, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore.

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

SECTION 1. General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$3,225,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for library buildings and sites for the year 1983, which Notes shall each be designated "General Obligation Tax Anticipation Note (Chicago Public Library - Buildings and Sites Fund), Series of January, 1983," shall be dated as of the 15th day of January, 1983, become due serially \$1,225,000 on April 15, 1984 and \$2,000,000 on November 1, 1984, shall bear interest from date until paid, at the rate of ten percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 1, 1984, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses; of any Notes which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

Interest on the Notes maturing on April 15, 1984 shall be payable on October 15, 1983, and on April 15, 1984 and interest on the Notes maturing on November 1, 1984 shall be payable on October 15, 1983, on April 15, 1984 and on November 1, 1984, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be

payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of City Clerk or the Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CHICAGO PUBLIC LIBRARY - BUILDINGS AND SITES FUND),
SERIES OF JANUARY, 1983

Number _____ \$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the _____ day of _____, 1984, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1983* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

*(For Notes maturing on November 1, 1984, there should be inserted ", on April 15, 1984" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 1, 1984.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

* * *

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

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for library buildings and sites, and was authorized by an ordinance adopted by the City Council of the City of Chicago on January ____, 1983.

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

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1983, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1983 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1983, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1983.

Attest:

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the _____ day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Chicago Public Library - Buildings and Sites Fund), Series of January, 1983, dated January 15, 1983, No. _____

(Facsimile Signature)

City Comptroller
City of Chicago

(Facsimile Signature)

Mayor
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 1, 1984.)

(Form of Registration)

Date of
Registration

Name of Registered Owner

Signature of
City Comptroller
of the City of Chicago

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1983, a tax sufficient to produce the sum of \$3,737,014, for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund), Series

of January, 1983" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1983)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to provide for the deposit of proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$3,225,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for library buildings and sites purposes for the year 1983 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Preliminary Official Statement and the Official Statement relating to the sale and issuance of the Notes, and the use and distribution thereof by the City and the initial purchasers of the Notes, are hereby approved. The Mayor and City Comptroller are hereby authorized to execute and deliver the Official Statement on behalf of the City.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefore. The Note, or Notes, shall be in substantially the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$3,225,000, or a number of Notes aggregating the principal sum of \$3,225,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1983, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1983, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Chicago Public Library - Buildings and Sites Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for library buildings and sites for the year 1983. Said Notes, in the principal amount of \$3,225,000, constitute the first series of Notes issued for 1983 pursuant to the acts hereinabove mentioned.

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

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

[Exhibit "A" printed on pages 14765-14772 of this Journal.]

**Authority Granted For Issuance of General Obligation Tax Anticipation
Note (Judgment Fund) Series of January, 1983 of City of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith: to authorize the issuance of General Obligation Tax Anticipation Notes (Judgment Fund) Series of January, 1983 of City of Chicago.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--42.

Nays--Alderman Rittenberg--1.

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

The following is said ordinance as passed.

An ordinance providing for the issuance of \$7,200,000 General Obligation Tax Anticipation Notes (Judgment Fund) Series of January 1983, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

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

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Judgment Fund of said City, to issue its General Obligation Tax Anticipation Notes (Judgment Fund), in the amount of \$7,200,000, which amount does not exceed 85% of the taxes for judgment purposes levied by the City of Chicago for the year 1983, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Judgment Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$7,200,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for purposes of paying judgments for the year 1983, which Notes shall each be designated "General Obligation Tax Anticipation Notes (Judgment Fund), Series of January, 1983," shall be dated as of the 15th day of January, 1983, become due serially \$2,750,000 on April 15, 1984 and \$4,450,000 on November 1, 1984, shall bear interest from date until paid, at the rate of ten per cent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 1, 1984, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

Interest on the Notes maturing on April 15, 1984 shall be payable on October 15, 1983, and on April 15, 1984, and interest on the Notes maturing on November 1, 1984 shall be payable on October 15, 1983, on April 15, 1984, and on November 1, 1984, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(JUDGMENT FUND),
SERIES OF JANUARY, 1983

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the _____ day of _____, 1984, with interest thereon from the date hereof until paid at the rate of _____ per cent (_____%) per annum, payable on October 15, 1983* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

* (For Notes maturing on November 1, 1984, there should be inserted "on April 15, 1984" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 1, 1984.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1983, at a redemption price of 101% of the principal amount plus accrued interest to the date fixed for redemption. Notice of any redemption, specifying the numbers of the Notes and the date fixed for redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the places of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners, at their last known addresses, of any Notes which are to be redeemed, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so fixed for redemption.

* * *

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

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for purposes of paying judgments, and was authorized by an ordinance adopted by the City Council of the City of Chicago on January _____, 1983.

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

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1983, including the issue of which this Note is one, does not exceed eighty-five per cent (85%) of the taxes levied for the year 1983 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1983, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provisions have been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1983.

Attest:

City Clerk
City of Chicago

Mayor
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the _____ day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Judgment Fund), Series of January, 1983, dated January 15, 1983, No. _____.

(Facsimile Signature)

Mayor
City of Chicago

(Facsimile Signature)

City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 1, 1984.)

(Form of Registration)

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

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1983, a tax sufficient to produce the sum of \$8,342,278 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Judgment Fund), Series of January, 1983" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1983)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to provide for the deposit of proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$7,200,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for judgment purposes for the year 1983 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Preliminary Official Statement and Official Statement relating to the sale and issuance of the Notes, and the use and distribution thereof by the City and the initial purchasers of the Notes, are hereby approved. The Mayor and City Comptroller are hereby authorized to execute and deliver the Official Statement on behalf of the City.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in substantially the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$7,200,000, or a number of Notes aggregating the principal sum of \$7,200,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1983, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1983, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Judgment Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for purposes of paying judgments for the year 1983. Said Notes, in the principal amount of \$7,200,000, constitute the first series of Notes issued for 1983 pursuant to the acts hereinabove mentioned.

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

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the other provisions of this Ordinance.

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

Form of Escrow Agreement

(General Obligation Tax Anticipation Notes, Series of January, 1983)

This Escrow Agreement, dated as of January __, 1983, by and between the City of Chicago, Cook County, Illinois (the "City"), a body corporate and politic, a unit of local government and a home rule unit under the Constitution of the State of Illinois, and The First National Bank of Chicago, Chicago, Illinois, as escrow agent, not individually, but in the capacity as hereinafter described, a national banking association organized and existing under the laws of the United States of America, with its principal office in Chicago, Illinois (the "Escrow Agent"), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

Definitions

Article I.

The following words and terms used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning:

1.01. "Additional Deposits" has the meaning set forth in Section 2.02(B) hereof.

1.02. "Agreement" means this Agreement between the City and the Escrow Agent.

1.03. "City" means the City of Chicago, Cook County, Illinois, a body politic and corporate, a unit of local government and a home rule unit under the Constitution of the State of Illinois.

1.04. "Comptroller" means the City Comptroller of the City.

1.05. "Escrow Accounts" means the five special accounts, one for each Fund for which Notes are issued, created by Section 5 of the respective Note Ordinance and Section 2.01 hereof for the purpose of holding moneys for the payment of principal of and interest on the Notes, and designated, respectively, as follows:

- (a) "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Corporate Fund), Series of January, 1983";
- (b) "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1983";
- (c) "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund), Series of January, 1983";
- (d) "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Judgment Fund), Series of January, 1983"; and
- (e) "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund), Series of January, 1983".

1.06. "Escrow Agent" means The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, and any successor thereto as Escrow Agent.

1.07. "Note Ordinances" means the five ordinances adopted by the City Council of the City on January ___, 1983, each authorizing the issuance of Notes for a specific Fund, the execution of this Agreement and the establishment of the related Escrow Account, and providing for the levy and collection of the related Pledged Taxes, together with all ordinances supplemental thereto or amendatory thereof.

1.08. "Notes" means the General Obligation Tax Anticipation Notes, Series of January, 1983, of the City issued for five specific Funds pursuant to the Note Ordinances for the purposes and in the amounts as set forth in Exhibit A hereto.

1.09. "Paying Agents" means the paying agent or paying agents identified in the Note Ordinances.

1.10. "Permitted Investments" means: (a) interest bearing general obligations of the United States; (b) United States treasury bills and other non-interest bearing general obligations of the United States when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest; (c) time deposits evidenced by certificates of deposit issued by financial institutions (which may include the Escrow Agent) which are members of the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that such time deposits are continuously secured by obligations described in clauses (a), (b) or (d) of this Section 1.10 having at all times a market value at least equal to the maturity value of the deposits so secured including accrued interest; (d) short-term discount obligations of the United States Government or United States Government agencies fully guaranteed as to principal and interest by the United States Government; and (e) repurchase agreements with the financial institutions described in clause (c) of this Section 1.10 (which may include the Escrow Agent); the underlying securities of which are obligations described in clauses (a), (b) or (d) of this Section 1.10, provided that the underlying securities are required to be continuously maintained at a market value of not less than the amount so invested.

1.11. "Pledged Taxes" in respect of any issue of Notes means the direct, annual taxes levied by the City upon all of the taxable property in the City for the year 1983 pursuant to the Note Ordinances (less any abatement thereof authorized by the Note Ordinances) levied in an amount sufficient to provide the funds required to pay the principal of and interest on the related issue of Notes as the same become due.

1.12. "Treasurer" means the Treasurer of the City.

Creation of the Escrows

Article II.

January 7, 1983

14767

REPORTS OF COMMITTEES

2.01. Establishment of Escrow Accounts. The five Escrow Accounts, as designated in Section 1.05 hereof, are hereby established with the Escrow Agent pursuant to the Note Ordinances and this Agreement, each separate and segregated from all other funds and accounts of the City except that moneys on deposit in the Escrow Accounts may be commingled for purposes of investment pursuant to Section 3.03 hereof.

2.02. Pledged Taxes and Additional Deposits. Pursuant to the Note Ordinances and for the purpose of providing the funds required to pay the principal of, and interest on the Notes as the same become due, the Pledged Taxes shall be segregated and paid to the Escrow Agent for deposit in the Escrow Accounts in accordance with the following procedures:

(A) Pledged Taxes -- Prior to the receipt of the first distribution of property taxes levied for the year 1983, the Comptroller shall issue to the Treasurer (with a copy to the Escrow Agent) a segregation order specifying the percentage of each such distribution which is attributable to the Pledged Taxes and directing that such percentage of each such distribution be segregated and paid to the Escrow Agent. At or prior to the time of each such distribution of property taxes from the County Collector, the Treasurer shall authorize and provide for the segregation and payment to the Escrow Agent for deposit in the Escrow Accounts of an amount equal to the amount of such distribution multiplied by the percentage specified in the segregation order. The segregation order shall also specify the percentage of each payment to be made to the Escrow Agent which is attributable to each Escrow Account and the Escrow Agent shall, upon receipt of each payment, deposit into each Escrow Account an amount equal to the amount of the payment multiplied by the percentage specified in the segregation order for each Escrow Account. The Treasurer shall continue such payments until a sufficient amount has been deposited to pay the principal of and the interest on the Notes.

(B) Additional Deposits -- In the event that sufficient moneys are not on deposit in any Escrow Account to meet in a timely manner any required principal or interest payments or redemption payments on the respective Notes, then other moneys of the City shall be so deposited therein (the "Additional Deposits"), not less than one (1) business day before the time such principal or interest payment or redemption payment is due, in an amount sufficient to provide for timely payment thereof.

2.03. Capitalized Interest. Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the proceeds of sale of the Notes issued for each specific Fund and pay to the Escrow Agent for deposit in the related Escrow Account the amount necessary to pay the interest due on such Notes on October 15, 1983, as set forth in Exhibit A hereto. The amount thereby deposited shall be used solely and only for the purpose of paying the interest coming due on such Notes on October 15, 1983. The particular interest coupons for which such amount is deposited are all numbered 1 and represent the interest due on such Notes on October 15, 1983.

Operation of the Escrow Accounts

Article III

3.01. Amounts Held in Escrow Accounts. Moneys deposited in the separate Escrow Accounts shall be used solely and only for the purpose of paying principal of and interest on or redemption payments on the respective Notes and shall not be used for any other purpose (other than making investments permitted by Section 3.03 hereof) so long as the Notes remain outstanding and unpaid. The holders of the Notes shall have a first and prior lien upon (i) all present and future proceeds of the Pledged Taxes pertaining thereto, and (ii) the Additional Deposits, but only after such proceeds or Additional Deposits are deposited in the related Escrow Account and only until the principal of and interest on such Notes are paid in full or until such proceeds or Additional Deposits are withdrawn or removed from the Escrow Account pursuant to Section 3.02 or Section 3.03 hereof. Any amount remaining on deposit in any Escrow Account subsequent to the payment in full of all principal of and interest on the related Notes when due shall be distributed to the City pursuant to Section 3.03 hereof.

3.02. Payment of the Notes. On each interest payment and principal maturity date or date of redemption, the Escrow Agent shall withdraw from the respective Escrow Accounts and pay to Paying Agents moneys sufficient to pay principal of and interest on or redemption payments on the related Notes due on such date. All such payments to the Paying Agents shall be in immediately available funds. The remittance by the Escrow Agent of such moneys to the Paying Agents shall fully release and discharge the Escrow Agent from any further duty or obligation with respect thereto under this Agreement. The Escrow Agent is authorized to liquidate any investments in the Escrow Accounts in order to make available moneys necessary to make such transfers.

3.03. Investment of Moneys in Escrow Accounts. Pending the need for the moneys deposited and to be deposited in the Escrow Accounts to be used for payment of principal of and interest on the Notes, said moneys may be invested by the Escrow Agent in Permitted Investments in accordance with the written directions of the Comptroller, with written affirmation of the Treasurer. Investments shall be scheduled to mature within the time required to pay principal of and interest on the Notes when due.

The Escrow Agent shall report on the status of investment of moneys in the Escrow Accounts on a monthly basis, pursuant to Section 3.04, and distributions of net earnings on Permitted Investments shall be paid as received to the City; provided, however, that no such payment of net earnings shall be made at a time when the total funds in any Escrow Account are not sufficient to make all payments due and to become due to holders of the related issue of Notes. Net earnings on Permitted Investments shall be used to pay the principal of and interest on the Notes when due to the extent other funds on deposit in the related Escrow Accounts are insufficient. After all payments due and to become due to holders of the Notes have been made, any amounts remaining in the Escrow Accounts shall be paid to the City.

3.04. Reports. The Escrow Agent will submit to the Treasurer and the Comptroller a monthly statement commencing February 1, 1983, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding month, and also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

If at any time it shall appear to the Escrow Agent that the total funds in any specific Escrow Account, including deposits therein, investments, and earnings on investments, will not be sufficient to make any payment due to the holders of the related Notes on any payment date, the Escrow Agent shall notify the City not less than five (5) days prior to such date and the City shall make deposits therein pursuant to Section 2.02 hereof. Any failure by the Escrow Agent to so notify the City shall not relieve the City of its obligation to make deposits pursuant to Section 2.02 hereof.

3.05. Payment of Fees. The fees of the Escrow Agent and the Paying Agents shall be paid by the City. Such fees shall be competitive with fees charged for similar services by other banking institutions within the City.

Covenants

Article IV.

The City and the Escrow Agent covenant and agree as follows:

4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals herein (except those relating to its own organization), (b) the performance of or compliance with any covenant, condition, term or provision of the Notes or the Note Ordinances, and (c) any undertaking or statement of the City hereunder or under the Notes or the Note Ordinances. The Escrow Agent is not a trustee for the holders of the Notes and has no obligation in its capacity as Escrow Agent to enforce the rights of the holders of the Notes under the Note Ordinances or this Agreement.

4.02. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder except for its own gross negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action, or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any judgment, decree or recovery. The Escrow Agent shall promptly notify the City of any such suit, action or proceeding.

4.03. The Escrow Agent, in its separate capacity as a banking institution, may in good faith buy, sell or hold and deal in any of the Notes. The Escrow Agent may also, at the direction of the Comptroller and the Treasurer as provided in Section 3.03, invest for the Escrow Accounts in certificates of deposit issued by itself and in other Permitted Investments purchased from itself; provided, however, that the Escrow Agent shall not have or exercise any right of set-off with respect to the Escrow Accounts against any obligation of the City.

4.04. All payments to be made by, and all acts, and things required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the City except as expressly provided herein.

4.05. The Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by the City or any other person, firm or corporation, except (i) only such notices or instructions as are hereinabove specifically provided for, and (ii) orders or process of any court having jurisdiction duly entered or issued. If any property subject hereto is at any time attached, garnished, or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then, the Escrow Agent shall promptly notify the City thereof and in any of such events the Escrow Agent is authorized, in its discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if it complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside vacated.

4.06. The Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. The Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

4.07. The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of any securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall it be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be liable for any depreciation or change in the value of such investments.

4.08. If the Escrow Agent reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Escrow Agent hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorneys fees shall be paid by the City of Chicago Office of the Corporation Counsel, Department of Law, and upon timely notice thereof having been given.

4.09. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

Notices to the City and the Escrow Agent

Article V.

5.01. All notices and communications to the City shall be addressed in writing to:

The City Treasurer
Room 204
City Hall
Chicago, Illinois 60602

The City Comptroller
Room 501
City Hall
Chicago, Illinois 60602

5.02. All notices and communications to the Escrow Agent shall be addressed in writing to:

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attention: Corporate Trust
Department

The First National Bank of Chicago
P.O. Box A
Chicago, Illinois 60690
Attention: Corporate Trust
Department

Notices shall not be deemed to be given until actually received, in the case of the City, by an employee in the office of either the Comptroller or the Treasurer and, in the case of the Escrow Agent, by an officer in its Trust Department or other Trust Department employee administering the Escrow Accounts. The Escrow Agent shall at all times keep the City informed as to the names of its officers and other employees who are directly involved in the administration of the Escrow Accounts. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

Resignation of Escrow Agent

Article VI.

The Escrow Agent may at any time resign as escrow agent under this Agreement by giving thirty (30) days' written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$150,000,000 and located within the City which is authorized to maintain trust accounts under federal or Illinois law.

Alteration and Termination of Agreement

Article VII.

The City and the Escrow Agent may change and alter the terms of this Agreement for the following purposes:

- (A) to correct errors, clarify ambiguities or insert inadvertently omitted material; or
- (B) to alter the procedures of Article II or III of this Agreement and definitions pertaining thereto necessitated by changes in Illinois law and procedures thereunder with respect to the collection, abatement and distribution of taxes; provided, however, that such changes and alterations shall not materially affect the Noteholder protections provided by this Agreement.

Upon the payment in full of all the Notes as hereinabove provided for, the Escrow Agent will transfer any balances remaining in the Escrow Accounts to the Treasurer with due notice thereof given the City, and thereupon this Agreement shall terminate.

In Witness Whereof, The City of Chicago has caused this Agreement to be signed in its name by its Mayor, its Treasurer and its City Comptroller, to be attested by the City Clerk of the City, and the corporate seal of the City to be affixed hereto; and The First National Bank of Chicago, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its Vice Presidents and to be attested by one of its Trust Officers under its corporate seal hereunto affixed, all as of the date first above written.

CITY OF CHICAGO, ILLINOIS

[Seal]

By _____
Mayor

Attest:

By _____
Treasurer_____
City ClerkBy _____
City ComptrollerTHE FIRST NATIONAL BANK OF CHICAGO,
Chicago, Illinois, as Escrow Agent,

[Seal]

By _____
Vice President

Attest:

Trust Officer

EXHIBIT TO ESCROW AGREEMENT

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTES,

SERIES OF JANUARY, 1983

<u>Purpose/Fund/Issue</u>	<u>Total Principal Amount</u>	<u>Principal Due April 15, 1984</u>	<u>Principal Due November 1, 1984</u>
Corporate	\$ 76,850,000	\$29,225,000	\$47,625,000
Judgment	7,200,000	2,750,000	4,450,000
Chicago Public Library (Maintenance and Opera- tion)	21,300,000	8,100,000	13,200,000
Chicago Public Library (Buildings and Sites) ...	3,225,000	1,225,000	2,000,000
City Relief (General Assistance)	<u>10,550,000</u>	<u>4,000,000</u>	<u>6,550,000</u>
	<u>\$119,125,000</u>	<u>\$45,300,000</u>	<u>\$73,825,000</u>

**Resolution Designating Selection of Successful Applicants
for Preliminary Award of Cable Communications System
Franchises in Areas 1, 2, 3, 4, and 5 Within City.**

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

WHEREAS, The City of Chicago desires the establishment of a cable communications system in the City of Chicago for the benefit of the City and all persons located therein; and

WHEREAS, Chapter 113.1 of the Municipal Code of the City of Chicago, "The Chicago Cable Communications Ordinance", was adopted by the City Council of Chicago on February 10, 1982, to provide for the franchising and regulation of cable systems within the City of Chicago; and

WHEREAS, Chapter 113.2 of the Municipal Code of the City of Chicago, "The Chicago Cable Ethics Ordinance" was adopted by the City Council on April 21, 1982, to ensure that the awarding of franchises for and operation of cable communications systems within the City of Chicago be conducted free of conflict of interest or the appearance thereof and with maximum protection to enhance public confidence therein; and

WHEREAS, The City Council of Chicago adopted a Request for Proposals for Cable Communications Franchises dividing the City of Chicago into five franchise areas and requesting proposal bids thereon by cable companies as applicants; and

WHEREAS, Ten proposal bids for the City of Chicago's five franchise areas were submitted to the City of Chicago by six applicants on August 31, 1982; and

WHEREAS, The City of Chicago's consultant reviewed the applicants' proposal bids and prepared and made public draft and final evaluation reports, the latter of which responded, in part, to the applicants' written comments clarifying and correcting facts contained in the consultant's draft evaluation reports; and

WHEREAS, The City Council Committee on Finance's Subcommittee on Cable Television Systems held public hearings on December 15, 16, 17, 20, 21, and 22, 1982, affording all persons a reasonable opportunity to be heard; and

WHEREAS, The Cable Administrator for the City of Chicago submitted recommendations designating successful applicants for the preliminary award of franchises in each of the City of Chicago's five franchise areas to the City Council Committee on Finance's Subcommittee on Cable Television Systems; and

WHEREAS, The City Council Committee on Finance's Subcommittee on Cable Television Systems voted to accept such recommendations designating successful applicants for the preliminary award of franchises in each of the City of Chicago's five franchise areas referring the matter to the City Council Committee on Finance for appropriate vote; and

WHEREAS, The City Council Committee on Finance voted to accept such recommendations designating successful applicants for the preliminary award of franchises in each of the City of Chicago's five franchise areas on January 6, 1983, referring the matter to the City Council for appropriate vote; and

WHEREAS, The City Council after due investigation and consideration has determined that the nature and extent of the public use and public interest to be served is such as to warrant the designation of successful applicants for the preliminary award of franchises in each of the City of Chicago's five franchise areas; now, therefore,

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

SECTION 1. Cablevision Systems Chicago Corporation is hereby designated as the successful applicant for the preliminary award of a franchise in Area 1 subject to the development and approval of a franchise agreement between the City of Chicago and the applicant, provided that final approval of such franchise agreement be vested solely in the City Council.

SECTION 2. Group W Cable of North Central Chicago, Inc. is hereby designated as the successful applicant for the preliminary award of a franchise in Area 2 subject to the development and approval of a franchise agreement between the City of Chicago and the applicant, provided, that final approval of such franchise agreement be vested solely in the City Council of the City of Chicago. If for any reason the City of Chicago and the applicant should fail to agree on a franchise agreement, Chicago Cable Communications, Inc. may serve as an acceptable alternative applicant for purposes of the Area 2 franchise.

SECTION 3. Group W Cable of Northwest Chicago, Inc. is hereby designated as the successful applicant for the preliminary award of a franchise in Area 3 subject to the development and approval of a franchise agreement between the City of Chicago and the applicant, provided, that final approval of such franchise agreement be vested solely in the City Council of the City of Chicago. If for any reason the City of Chicago and the applicant should fail to agree on a franchise agreement, Cablevision Systems Chicago Corporation may serve as an acceptable alternative applicant for purposes of the Area 3 franchise. If for any reason the City of Chicago and the alternative applicant should fail to agree on a franchise agreement, Chicago Cable Communications, Inc. may serve as the second acceptable alternative applicant for purposes of the Area 3 franchise.

SECTION 4. Chicago Cable Communications, Inc. is hereby designated as the successful applicant for the preliminary award of a franchise in Area 4 subject to the development and approval of a franchise agreement between the City of Chicago and the applicant, provided, that final approval of such franchise agreement be vested solely in the City Council of the City of Chicago.

SECTION 5. Continental Cable Chicago, Inc. is hereby designated as the successful applicant for the preliminary award of a franchise in Area 5 subject to the development and approval of a franchise agreement between the City of Chicago and the applicant, provided, that final approval of such franchise agreement be vested solely in the City Council of the City of Chicago.

SECTION 6. The Cable Administrator for the City of Chicago is hereby authorized to negotiate and draft franchise agreements between the City of Chicago and the above-stated parties for each of the five franchise areas as hereinabove set forth based on the Chicago Cable Communications Ordinance, the Chicago Cable Ethics Ordinance, the Request for Proposals, the proposal bids of successful applicants or their acceptable alternatives, if applicable, in response thereto, the consultant's draft and final evaluation reports and the applicants' comments thereon and the public hearing record.

SECTION 7. The Cable Administrator for the City of Chicago is hereby directed to recommend to the City Council Committee on Finance franchise agreements for each of the five franchise areas on or before March 15, 1983; provided that the Cable Administrator may extend such date with the concurrence of the Committee on Finance.

SECTION 8. If the Cable Administrator for the City of Chicago finds that a mutually acceptable franchise agreement between the City of Chicago and one or more of the successful applicants cannot be reached, he must submit such findings in writing to the City Council Committee on Finance, together with any requests for authorization to enter into franchise agreement negotiation with an acceptable alternative applicant in any given area.

SECTION 9. The final award of franchises in each of the City of Chicago's five franchise areas shall be awarded subsequent to the successful negotiation and execution of franchise agreements between the City of Chicago and the successful applicants or the alternative applicants, if applicable, and the approval of such franchise agreements by the City Council as hereinabove provided.

SECTION 10. This resolution shall not vest any rights or interests regarding the franchises in any of the City of Chicago's five franchise areas referred to herein in those applicants designated as successful applicants and alternative applicants.

SECTION 11. This resolution shall be in full force and effect from and after the date of its passage.

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

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

Nays--Alderman Bloom--1.

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

**Execution of Agreements Authorized between City, Republic
Aluminum, Inc. and Stern Electronics, Inc. for Acquisition
and Redevelopment of Property Located at No. 1725 W.
Diversey Pkwy.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize an execution of agreements between City, Republic Aluminum, Inc. and Stern Electronics, Inc. for the acquisition and Redevelopment of property located at No. 1725 W. Diversey Parkway.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to a resolution dated December 7, 1982 has approved a redevelopment project for the use of Republic Aluminum, Inc., which obligates Republic Aluminum, Inc. to prepare the redevelopment tract for use as a combined manufacturing, assembling and office facility which is expected to result in the additional employment of approximately 67 persons within thirty-six (36) months of closing; and

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; now, therefore,

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

SECTION 1. That the Acting Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to assist Republic Aluminum, Inc., in the acquisition of a parcel of land consisting of approximately 141,327 square feet located at No. 1725 West Diversey Parkway in the City of Chicago, and legally described as follows:

PARCEL No. 1:

Lot 7 (except the East 16.0 feet dedicated for public alley) and all of Lots 8, 9, and 10 in Block 2 in Fullerton's 4th Addition to Chicago, a Subdivision in the North 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian.

Also

PARCEL No. 2:

A strip of land 16.0 feet in width (formerly alley, now vacated) lying south of and adjoining said Lot 7 (except the East 16.0 feet thereof) and all of Lots 8, 9, and 10 in Block 2 in said Fullerton's 4th Addition aforesaid.

Also

PARCEL No. 3:

The North 70.0 feet of Lot 2 in the Northwestern Terra Cotta Company's resubdivision of the part of North East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian.

Also

PARCEL No. 4:

The East 1/2 of that part of North Hermitage Avenue vacated lying South of the South line of Diversey Parkway, and North of the South line of the North 70.0 feet of Lot 2 aforesaid, extended West across said vacated Avenue in Northwestern Terra Cotta Company's Resubdivision of part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian.

Also

PARCEL No. 5:

Those parts of Lot 2 and the vacated Hermitage Avenue, lying West of and adjoining said Lot, in Northwestern Terra Cotta resubdivision aforesaid, which parts of said Lot 2 vacated street are described as: Beginning at a point on the East line of said Lot 2 which is 70.0 feet South of the North east corner thereof and running the West along a line 70.0 feet south of and parallel to the North line of said Lot and said North Line extended a distance of 326.01 feet to a point 5.0 feet East of the West line of said vacated street, a distance of 127.0 feet; thence East, parallel to the North Line of the property herein described, a distance of 326.04 feet to said East line of said Lot 2; and thence North along said east line a distance of 127.0 feet to the point of beginning.

Also

PARCEL No. 6:

Those parts of Lot 3 and of vacated Hermitage Avenue, lying East of and adjoining said Lot, in the Northwestern Terra Cotta Company's Resubdivision aforesaid, which parts of said Lot 3 and vacated street are described as follows: Beginning at the point on intersection of, a Westward extension of a line 70.0 feet South of and parallel to the North line of Lot 2 in said resubdivision with a line 5.0 feet East of and parallel to the West line of said vacated street, and running the South the last mentioned parallel line, a distance of 120.47 feet, thence Northwestwardly along the arc, a distance of 85.97 feet to its intersection with said Westward extension of a line 70.0 feet South of and parallel to said North line of Lot 2, in said resubdivision thence, East along the last above mentioned parallel line, a distance of 44.21 feet to the point of beginning.

Also

PARCEL No. 7:

Those parts of Lot 2 and of vacated Hermitage Avenue lying West of and adjoining said Lot, in Northwestern Terra Cotta Company's Resubdivision aforesaid, which parts of Lot 2 and vacated Hermitage Avenue are described as follows: Beginning at a point on the East line of said Lot 2 which is 197.0 feet South of and parallel to the North Line of said Lot, and said North line extended, distance of 326.04 feet to a point 50 feet east of the West line of vacated Hermitage Avenue; thence South, parallel to said West line of said vacated Street, a distance of 50.0 feet; thence East, parallel to the North line of property herein described a distance of 326.25 feet to said east line of Lot 2; thence North along said East line, a distance of 50.0 feet to the point of beginning.

Also

PARCEL No. 8:

That part of Lot 3 (sometimes called Block 3) in Northwestern Terra Cotta Company's Resubdivision aforesaid, described as follows: Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot 3, with a line 890.0 feet North of and parallel with the South Line of said Lot 3; and running thence West on the last above mentioned parallel line a distance of 189.0 feet; thence North parallel with the East line of said Lot 3, a distance of 42.38 feet; thence West, a distance of 95.33 feet to a point 931.63 feet North of a Westward extension of a Southwardly, along a arc of a circle, having a radius of 142.16 feet, and convex Westerly, and Northerly, and Easterly a distance of 446.62 feet to point on said West line of the East 13.32 feet of said Lot 3, and thence South along said West line of the East 15.32 feet, a distance of 43.83 feet to the point of beginning except there from that part of the foregoing parcel which lies North of a line which is 972 feet North of and parallel with said South line and a Westward extension thereof said Lot 3 (Sometimes also called Block 3), all in Cook County, Illinois.

Also

PARCEL No. 9:

Public Alley adjacent to Lots 1, 3, 4, 5, and 6 in Block 2 in Fullerton's 4th Addition to Chicago, being a subdivision in the North 1/2 of South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

PARCEL No. 10:

Lot 1 in Block 2 in Fullerton's 4th Addition to Chicago, being a subdivision in the North 1/2 of South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

PARCEL No. 11:

Lot 2 in Block 2 in Fullerton's 4th Addition to Chicago, a Subdivision in the North 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

PARCEL No. 12:

Lots 3, 4, 5, and 6 in Fullerton's 4th Addition to Chicago, being a subdivision in the North 1/2 of the South East 1/4 Section of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

and which will obligate Republic Aluminum, Inc. to prepare the redevelopment parcel for use as a combined manufacturing, assembling, and office facility costing approximately \$250,000.00, exclusive of equipment and machinery. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Agreement being in substantially the following form:

*Redevelopment Agreement
(Republic Aluminum, Inc. Redevelopment Project)*

AGREEMENT, made on or as of the ____ day of ____, 1983, between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, having its office at 20 North Clark, 28th Floor, Chicago, Illinois and Republic Aluminum, Inc., an Illinois Corporation, having its principal office located at 4040 Ogden Avenue, Chicago, Illinois.

WITNESSETH:

WHEREAS, The Department of Economic Development of the City of Chicago was established on the Tenth day of February, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial development in the City; and

WHEREAS, The Department of Economic Development of the City of Chicago has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the City Plan for Economic Development, has by resolution dated December 7, 1982 approved a Cooperative Redevelopment Agreement with Stern Electronics, Inc. for the development of a parcel of land consisting of approximately 141,327 square feet located in the vicinity of Diversey and Paulina and commonly known as 1725 West Diversey in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

WHEREAS, The Department of Economic Development of the City of Chicago is in receipt of a copy of a Real Estate Sale Contract dated November 8, 1982 by and between Stern Electronics, Inc. as Seller and Republic Aluminum, Inc. a Buyer, which grants to Republic Aluminum, Inc. the right to purchase the Redevelopment Parcel from Stern Electronics, Inc.; and

WHEREAS, It is the intention of the City of Chicago to cooperate in the acquisition of the Redevelopment Parcel and sale to Republic Aluminum, Inc. which will require an expenditure by the Department of Economic Development of the City of Chicago in an amount of approximately \$70,663.50 in acquisition costs; and

WHEREAS, The City of Chicago and Stern Electronics, Inc. have executed an Agreement on this date which obligates Stern Electronics, Inc. to execute any and all documents necessary in order to convey to Republic Aluminum, Inc. good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately \$799,336.50 to be paid by Republic Aluminum, Inc. plus a sum of approximately \$70,663.50 to be paid by the City of Chicago through the Department of Economic Development (at a price of \$.50 per square foot, to be adjusted by survey at closing) at closing to Stern Electronics, Inc.; and

WHEREAS, The expenditure of the Department of Economic Development is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and the expenditures shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purpose;

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

SECTION I. Consideration

The City of Chicago hereby agrees, in consideration of Republic Aluminum, Inc. executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$70,663.50 to Stern Electronics, Inc. (at a price of \$.50 per square foot, to be adjusted by a survey at closing) to assist Republic Aluminum, Inc. in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

SECTION II. Redevelopment Plan

Republic Aluminum, Inc. does hereby agree that it shall redevelop the Redevelopment Parcel and the improvements thereon, containing approximately 100,000 square feet, with a combined manufacturing, assembling and office facility, and that the cost for such redevelopment will be approximately \$250,000, exclusive of equipment and machinery (of which sum approximately \$100,000.00 of the sale proceeds otherwise due Seller will be retained in an escrow to assure the completion of certain improvements to the Redevelopment Parcel as required under the existing agreement). Plans and specifications for the redevelopment construction on the Property shall be in conformity with all applicable State and local laws and regulations. The Property shall be used in accordance with applicable zoning laws.

SECTION III. Conveyance of Property

- (1) Conveyance of the Property shall be accomplished through and escrow to be established by the parties hereto with the Chicago Title and Trust Company.
- (2) Republic Aluminum, Inc. shall cause the Deed to be filed for recordation in the office of the Recorder of Deeds of Cook County, Illinois.
- (3) The sale and conveyance shall in any event be closed no later than January 31, 1983.

SECTION IV. Evidence of Financing

Republic Aluminum, Inc. shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof not later than 90 days after the execution of this Agreement.

SECTION V. Time for Commencement and Completion Improvements

The construction of the improvements as described in Section II hereof shall be commenced within six months after the closing and shall be completed within 36 months after the closing. Republic Aluminum, Inc. agrees, subject to Section XI hereof, for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that it and its successors and assigns, shall promptly begin and diligently complete the redevelopment through the construction of the improvements thereon as described in Section II hereof, and that the construction shall commence and be completed within the periods specified in this Section. It is intended and agreed, that these agreements and covenants shall be binding for the benefit of the community and the City of Chicago and enforceable by the City of Chicago against Republic Aluminum, Inc. and its successors or assigns.

SECTION VI. Time of the Essence

Time is of the essence of this Agreement.

SECTION VII. Certificate of Completion

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City of Chicago will furnish Republic Aluminum, Inc. with an appropriate instrument so certifying. The certification by the City of Chicago shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Republic Aluminum, Inc. and its successor and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City of Chicago shall refuse or fail to provide the certification, the City of Chicago shall, within 30 days after written request by Republic Aluminum, Inc., provide Republic Aluminum, Inc. with a written statement indicating in adequate detail how Republic Aluminum, Inc. has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City of Chicago for Republic Aluminum, Inc. to take or perform in order to obtain the certification subject to the provisions of Section XIII A hereof.

SECTION VIII. Restrictions on Use

Republic Aluminum, Inc. agrees for itself, and its successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while it and its successors and assigns respectively shall have an interest in the Redevelopment Parcel, they shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Redevelopment Parcel or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City of Chicago against those parties who from time to time have an interest in the Redevelopment Parcel in accordance with administrative or legal proceedings applicable thereto.

SECTION IX. Prohibition Against Transfer of Property

Republic Aluminum, Inc. will not, prior to the completion of the improvements as set forth in Section II, as certified by the City of Chicago, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form of or with respect to this Agreement or the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without the prior written approval of the City of Chicago, except Republic Aluminum, Inc. may mortgage said premises as provided in Section X.

SECTION X. Limitation Upon Encumbrance of Property

Prior to the completion of the improvements as set forth in Section II, as certified by the City of Chicago, neither Republic Aluminum, Inc. nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Redevelopment Parcel, or suffer any encumbrance or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for constructing and equipping the improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price paid by Republic Aluminum, Inc. for the property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, cost and charges, etc., in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

SECTION XI. Mortgages Not Obligated to Construct

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Redevelopment Parcel or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Redevelopment Parcel or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section II or to guarantee such construction or completion; nor shall any covenant or any other provision be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Redevelopment Parcel or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

SECTION XII. Enforced Delay in Performance

Neither the City of Chicago nor Republic Aluminum, Inc. nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcel for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City of Chicago, if the party seeking the extension shall request it in writing of the other party.

SECTION XIII. Remedies

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Prior to Conveyance. In the event that prior to the conveyance of the Property, Republic Aluminum, Inc. assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Property upon tender of conveyance by Stern Electronics, Inc. in conformance with the Real Estate Sale Contract and this Agreement, then this Agreement and rights of Republic Aluminum, Inc. in this Agreement may, at the option of the City of Chicago be terminated by the City of Chicago. In the event that Stern Electronics, Inc. does not tender conveyance or possession of the Property as provided in this Agreement and the Real Estate Sale Contract, then this Agreement, at the option of Republic Aluminum, Inc. shall be terminated.

C. Subsequent to Conveyances. In the event that Republic Aluminum, Inc. shall be in default of or breach this Agreement subsequent to the conveyance under Section III and prior to the completion of improvements under Section II, then the City of Chicago upon written notice within 30 days after discovery of such default or breach shall, unless Republic Aluminum, Inc. shall commence to cure or remedy the default or breach within 60 days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option to recover from Republic Aluminum, Inc. an amount equal to the monies paid by the City of Chicago pursuant to Section I hereof, as well as interest in the sum of 10%, computed from the day of delivery of funds to Republic Aluminum, Inc. made under this Agreement to the day of the return of such funds by Republic Aluminum, Inc. to the City of Chicago.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City of Chicago in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City of Chicago should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City of Chicago with respect to any specific default by Republic Aluminum, Inc. under this Section be considered or treated as a waiver of the rights of the City of Chicago with respect to any other defaults by Republic Aluminum, Inc. under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION XIV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City of Chicago shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City of Chicago shall be personally liable to Republic Aluminum, Inc. or any successor in interest in the event of any default or breach by the City of Chicago or for any amount which may become due to Republic Aluminum, Inc. or its successors or on any obligations under the terms of this Agreement.

SECTION XV. Provisions Not Merged with Deed.

No provisions of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Redevelopment Parcel to Republic Aluminum, Inc. or any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION XVI. Equal Employment Opportunity.

Republic Aluminum, Inc. for itself and its successors and assigns agrees that during the construction of the improvements provided in Section II of this Agreement:

- (1) Republic Aluminum, Inc. will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Republic Aluminum, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Republic Aluminum, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) Republic Aluminum, Inc. will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (3) Republic Aluminum, Inc., will include the provisions of Paragraphs (1) and (2) in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

- (4) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City of Chicago and solely against the party which breaches this covenant.

SECTION XVII. Employment.

Republic Aluminum, Inc. will use its best efforts to increase its total employment to approximately 140 employees at the project location within 36 months of closing.

In Witness Whereof, the City of Chicago has caused this Agreement to be duly executed in its name and behalf by its Department of Economic Development and Republic Aluminum, Inc. has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

EXHIBIT I

PARCEL No. 1:

Lot 7 (except the East 16.0 feet dedicated for public alley) and all of Lots 8, 9 and 10 in Block 2 in Fullerton's 4th Addition to Chicago, a Subdivision in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

PARCEL No. 2:

A strip of land 16.0 feet in width (formerly alley, now vacated) lying south of and adjoining said Lot 7 (except the East 16.0 feet thereof) and all of Lots 8, 9 and 10 in Block 2 in said Fullerton's 4th Addition aforesaid.

Also

PARCEL No. 3:

The North 70.0 feet of Lot 2 in the Northwestern Terra Cotta Company's resubdivision of part of the Northeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian

Also

PARCEL No. 4:

The East $\frac{1}{2}$ of that part of North Hermitage Avenue vacated lying South of the South line of Diversey Parkway and North of the South line of the North 70.0 feet of Lot 2 aforesaid, extended West across said vacated Avenue in Northwestern Terra Cotta Company's Resubdivision of part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian

Also

PARCEL No. 5:

Those parts of Lot 2 and the vacated Hermitage Avenue, lying west of and adjoining said Lot, in the Northwestern Terra Cotta resubdivision aforesaid, which parts of said Lot 2 vacated street are described as: Beginning at a point on the East line of said Lot 2 which is 70.0 feet South of the Northeast corner thereof and running the west along a line 70.0 feet south of and parallel to the North line of said Lot and said North line extended a distance of 326.01 feet to a point 5.0 feet East of the West line of said vacated street, a distance of 127.0 feet; thence East, parallel to the North line of the property herein described, a distance of 326.04 feet to said East line of said Lot 2; and thence North along said East line a distance of 127.0 feet to the point of beginning.

Also

PARCEL No. 6:

Those parts of Lot 3 and of vacated Hermitage Avenue, lying East of and adjoining said Lot, in the Northwestern Terra Cotta Company's Resubdivision aforesaid, which parts of said Lot 3 and vacated street are described as follows: Beginning at the point of intersection of a Westward extension of a line 70.0 feet South of and parallel to the North line of Lot 2 in said Resubdivision with a line 5.0 feet East of and parallel to the West line of said vacated street, and running the South the last mentioned parallel line, a distance of 120.47 feet; thence Northwesterly along the arc, a distance of 85.97 feet to its intersection with said Westward extension of a line 70.0 feet South of and parallel to said North line of Lot 2, in said resubdivision thence, East along the last above mentioned parallel line, a distance of 44.21 feet to the point of beginning.

Also

PARCEL No. 7:

Those parts of Lot 2 and of vacated Hermitage Avenue lying West of and adjoining said Lot, in the Northwestern Terra Cotta Company's Resubdivision aforesaid, which parts of Lot 2 and vacated Hermitage Avenue are described as follows: Beginning at a point on the East line of said Lot 2 which is 197.0 feet South of and parallel to the North Line of said Lot; and said North Line extended, distance of 326.04 feet to a point 50 feet East of the West line of vacated Hermitage Avenue; thence South, parallel to said West line of said vacated street, a distance of 50.0 feet; thence East, parallel to the North line of property herein described a distance of 326.25 feet to said East line of Lot 2; and thence North along said East line, a distance of 50.0 feet to the point of beginning.

Also

PARCEL No. 8:

That part of Lot 3 (sometimes called Block 3) in Northwestern Terra Cotta Company's Resubdivision aforesaid, described as follows: Beginning at the point of intersection of the West line of the east 15.32 feet of said Lot 3, with a line 890.0 feet North of and parallel with the South line of said Lot 3; and running thence West on the last above mentioned parallel line a distance of 189.0 feet; thence North parallel with the East line of said Lot 3, a distance of 42.38 feet; thence West, a distance of 95.33 feet to a point 931.63 feet North of a Westward extension of and Southwardly, along an arc of a circle having a radius of 142.16 feet; and convex Westerly, and Northerly, and Easterly, a distance of 446.62 feet to a point on said West line of the East 13.32 feet of said Lot 3, and thence South along said West line of the East 15.32 feet, a distance of 43.83 feet to the point of beginning except there from that part of the foregoing parcel which lies North of a line which is 972 feet North of and parallel with said South line and a Westward extension thereof said Lot 3 (Sometimes also called Block 3), all in Cook County, Illinois.

Also

PARCEL No. 9:

Public Alley adjacent to Lots 1, 3, 4, 5 and 6 in Block 2 in Fullerton's 4th Addition to Chicago, being a subdivision in the North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

PARCEL No. 10:

Lot 1 in Block 2 in Fullerton's 4th Addition to Chicago, being a subdivision in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ Section 30, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

PARCEL No. 11:

Lot 2 in Block 2 in Fullerton's 4th Addition to Chicago, a Subdivision in the North ½ of the Southeast ¼ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

PARCEL No. 12:

Lots 3, 4, 5 and 6 in Fullerton's 4th Addition to Chicago, being a subdivision in the North ½ of the Southeast ¼ Section of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois..

SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with Republic Aluminum, Inc. a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Republic Aluminum, Inc. to prepare the redevelopment parcel for use as a combined manufacturing, assembling, and office facility, and which will obligate the City of Chicago to execute the necessary documents with Stern Electronics, Inc. in order to cause it to convey to Republic Aluminum good and merchantable title to the redevelopment parcel said Cooperative Redevelopment Agreement being in substantially the following form:

CO-OPERATIVE REDEVELOPMENT AGREEMENT
(REPUBLIC ALUMINUM, INC. REDEVELOPMENT PROJECT)

Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, Illinois and Stern Electronics, Inc., having its office at 700 Chase, Elk Grove Village, Illinois.

WITNESSETH:

WHEREAS, The Department of Economic Development of the City of Chicago was established on the Tenth day of February, 1982, by ordinance of the City Council of the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction or expansion of industrial development in the City; and

WHEREAS, The Department of Economic Development of the City of Chicago has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, has by resolution dated December 7, 1982, approved a co-operative redevelopment project agreement with Stern Electronics, Inc. for the redevelopment of a parcel of land consisting of approximately 141,327 square feet located in the vicinity of Diversey and Paulina and commonly known as 1725 West Diversey in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel");

WHEREAS, The Department of Economic Development of the City of Chicago is in receipt of a copy of a Real Estate Sale Contract dated November 8, 1982, by and between Stern Electronics, Inc., as Seller and Republic Aluminum, Inc., as Buyer, which grants Republic Aluminum, Inc. the right to purchase the Redevelopment Parcel from Stern Electronics, Inc.; and

WHEREAS, It is the intention of the Department of Economic Development of the City of Chicago to cooperate in the acquisition of the Redevelopment Parcel and sale to Republic Aluminum, Inc. which will require an expenditure by the Department of Economic Development of the City of Chicago in an amount of approximately \$70,663.50 in acquisition costs (at a price of \$.50 per square foot to be adjusted by survey at closing); and

WHEREAS, It is the intention of Republic Aluminum, Inc. to purchase the Redevelopment Parcel from Stern Electronics, Inc. for the approximate sum, net of the expenditure by the Department of Economic Development, of \$799,336.50; and

WHEREAS, The expenditures required by the Department of Economic Development of the City of Chicago is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and all expenditures shall be pursuant to the terms of the grant from the United States Department of Commerce from funds obtained thereto or from other funds available for such purposes;

Now, Therefore, It is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. Stern Electronics, Inc., agrees to perform the following:

- a) Use its reasonable efforts to have Republic Aluminum, Inc. execute with the City of Chicago, a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Republic Aluminum, Inc. to improve the Redevelopment Parcel with a combined manufacturing, assembling and office facility of approximately 100,000 square feet and that the cost for such redevelopment will be approximately \$250,000.00 exclusive of equipment and machinery (of which sum approximately \$100,000.00 of the sale proceeds otherwise due Seller will be retained in an escrow to assure the completion of certain improvements to the Redevelopment Parcel, as required under the existing agreement), which it is anticipated by Republic Aluminum, Inc. will result in the employment of approximately 140 persons within 36 months of closing.
- b) Execute the necessary documents in order to convey to Republic Aluminum, Inc. in accordance with the Real Estate Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Real Estate Sale Agreement to the Redevelopment Parcel located in the vicinity of Diversey and Paulina and commonly known as 1725 West Diversey in the City of Chicago as fully described in Exhibit I attached hereto, comprising approximately 141,327 square feet for a sum of approximately \$70,663.50 to be paid by the City of Chicago through the Department of Economic Development (at a price of \$.50 per square foot to be adjusted by survey at closing) plus the sum of approximately \$799,336.50 to be paid by Republic Aluminum, Inc., all of which is to be paid into escrow at closing for the benefit of Stern Electronics, Inc.; provided, however, that neither the City of Chicago nor Republic Aluminum, Inc. shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and Stern Electronics, Inc. has been paid the total price of approximately \$870,000.00.
- c) Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in an escrow to be duly established by the parties with the Chicago Title and Trust Company for the purpose of accomplishing the conveyances as herein provided.

2. The City of Chicago, by and through the Department of Economic Development of the City of Chicago, agrees to perform the following:

- a) Execute with Republic Aluminum, Inc. a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Republic Aluminum, Inc. to improve the Redevelopment Parcel with a combined manufacturing, assembling, and office facility of approximately 100,000 square feet and that the cost for such redevelopment will be approximately \$250,000.00, exclusive of equipment and machinery (of which sum approximately \$100,000.00 of the sale proceeds otherwise due Seller will be retained in an escrow to assure the completion of certain improvements to the Redevelopment Parcel as required under the existing agreement), which it is anticipated by Republic Aluminum, Inc., will result in the employment of approximately 140 persons within 36 months of closing.
- b) Execute the necessary documents with Stern Electronics, Inc. in accordance with the Real Estate Sale Agreement, this agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Real Estate Sale Agreement to the Redevelopment Parcel located in the vicinity of Diversey and Paulina and commonly known as 1725 West Diversey in the City of Chicago as fully described in Exhibit I attached hereto, comprising approximately 141,327 square feet, for the sum of approximately \$70,663.50 to be paid by the City of Chicago through the Department of Economic Development (at a price of \$.50 per square foot, to be adjusted by survey at closing), all of which is to be paid into escrow at closing for the benefit of Stern Electronics, Inc.; provided, however, that neither the City of Chicago nor Republic Aluminum, Inc. shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and Stern Electronics, Inc. has been paid the total price of approximately \$870,000.00.
- c) Execute any and all documents necessary and proper to accomplish the purposes set forth herein and to cause them to be deposited in an escrow to be duly established by the parties with Chicago Title and Trust Company for the purpose of accomplishing the conveyances as herein provided.

3. This Agreement shall not be recorded by either party.

4. The aforesaid agreements between the City of Chicago and Stern Electronics, Inc. are made upon the following express conditions, and in the event any of the contingencies contained in this section are not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

A Redevelopment Agreement shall have been executed by and between the City of Chicago, and Republic Aluminum, Inc. in such form as they may agree which will obligate Republic Aluminum, Inc. to improve the Redevelopment Parcel with a combined manufacturing, assembling, and office facility of approximately 100,000 square feet and that the cost for such redevelopment will be approximately \$250,000.00, exclusive of equipment and machinery (of which sum approximately \$100,000.00 of the sale proceeds otherwise due Seller will be retained in an escrow to assure the completion of certain improvements to the Redevelopment Parcel as required under the existing agreement), which it is anticipated by Republic Aluminum, Inc. will result in the employment of approximately 140 persons within 36 months of closing.

5. It is hereby agreed between the parties that upon due performance by Stern Electronics, Inc. of its obligations set forth in paragraph 1 above, Stern Electronics, Inc. shall have no further obligation to the City of Chicago with respect to the transaction contemplated by this Agreement.

In Witness Whereof, the City of Chicago by and through the Department of Economic Development of the City of Chicago, has caused this Agreement to be duly executed, and Stern Electronics, Inc. has signed and sealed the same on or as of the _____ day of _____, 1983.

(Signature forms omitted for printing purposes.)

SECTION 3. This ordinance shall be effective upon passage thereof.

Execution of Redevelopment Agreement Authorized between City and
Alfred Mossner Company for Specified Improvements Under
Community Development Block Grant Program in Amount
of \$25,000.00.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the execution of a redevelopment agreement between the City and Alfred Mossner Company for specified improvements under the Community Development Block Grant Program in the amount of \$25,000.00.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance establishing the North Loop Redevelopment Project on March 29, 1979, for purposes of redeveloping the northern portion of the downtown business area; and

WHEREAS, The City of Chicago has determined it will share in the relocation costs of businesses required to relocate as a result of the North Loop Redevelopment Project; and

WHEREAS, Alfred Mossner Company is relocating its operations from No. 108 West Lake Street to No. 137 North Wabash Avenue, as a result of said North Loop Redevelopment Project, at which new location Alfred Mossner Company is obliged among other things to construct certain public utility improvements; and

WHEREAS, Year Eight Community Block Grant Development Funds are available to the City of Chicago under the Industrial Retention Program to help underwrite certain costs of private companies such as those being incurred by Alfred Mossner Company; and

WHEREAS, The City of Chicago has agreed to commit Year Eight Community Block Grant Development Funds to Alfred Mossner Company pursuant to the Industrial Retention Program; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate Alfred Mossner Company to make improvements at the facility, and obligate the City to assist Alfred Mossner Company by reimbursing it for the cost of said improvements to a maximum aggregate amount of \$60,850.00, said Redevelopment Agreement being in substantially the form of Exhibit A attached hereto.

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

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

EXHIBIT "A"

This Agreement between the City of Chicago, a Home Rule Unit of Government of the State of Illinois ("City"), by and through its Department of Economic Development with principal offices at No. 20 N. Clark Street, Chicago, Illinois 60602 ("DED"); and Alfred Mossner Company, an Illinois corporation ("Mossner"), having its principal offices at No. 137 N. Wabash Avenue, Chicago, Illinois.

WITNESSETH:

Whereas, The City Council of the City of Chicago ("Council"), passed an ordinance establishing the North Loop Redevelopment Project ("Project"), on March 29, 1979, for purposes of redeveloping the northern portion of the downtown business area; and

Whereas, The City has determined it will share in the relocation costs of businesses required to relocate as a result of the Project; and

Whereas, Mossner is relocating its operation from No. 108 W. Lake Street to No. 137 N. Wabash Avenue ("Facility"), as a result of the aforesaid Project, at which new location Mossner is obliged among other things to construct certain public utility improvements; and

Whereas, Year Eight Community Block Grant Development Funds ("Funds") are available to the City under the Industrial Retention Program (of the CBGD program), to help underwrite certain costs of private companies such as those being incurred by Mossner; and

Whereas, The City has agreed to commit Funds to Mossner pursuant to the Industrial Retention Program.

Now, Therefore, It is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. Mossner agrees to make improvements to the facility consisting of encasing electrical equipment in a cement vault ("Improvements") in accordance with the plans and specifications to be provided by Commonwealth Edison and the City, as required.
2. The City agrees through application of Funds to reimburse Mossner up to a maximum amount of \$25,000 or 50% of actual construction costs incurred, whichever is less, upon receipt from Mossner of written certification that the Improvements have been completed. The certification shall be that the work is completed in accordance with applicable plans to the satisfaction of Mossner, and that has paid the sums set forth therein.

Further, copies of duly executed Mechanic's Lien Waivers shall be affixed to the certification.

3. Upon receipt of certification, and written confirmation by both Commonwealth Edison and the Department of Inspectional Services that the Improvements comply with their respective requirements, and the previously approved plans, DED shall issue or cause to be issued a check to Mossner in an amount not to exceed \$25,000.00.
4. It is expressly agreed by the parties hereto that DED's maximum obligation to reimburse Mossner for the cost of Improvements shall be \$25,000.00, and that Mossner shall be solely responsible for any and all amounts in excess thereof which is or may be required to complete the Improvements pursuant to paragraph 1 herein.

5. Mossner hereby warrants to DED that:
 - a. it is the owner of the facility;
 - b. it has taken all steps required by its articles of incorporation and by-laws to authorize it to enter into and execute this Agreement, and any and all other instruments, documents and agreements related hereto as may reasonably be requested by the parties.
6. Mossner hereby confirms to the City that, as of the date of this Agreement the total costs of the Improvements will be approximately \$60,854.63.
7. Mossner agrees that it will comply with applicable federal, state and local laws and ordinances from time to time in effect, including without limitation the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, applicable ordinances with respect to non-discrimination in the Improvements to be constructed at its facility, and shall include the same conditions in its agreements with contractors engaged to perform said Improvements.
8. In the event Mossner fails to complete or cause to be completed the improvements stated herein by January 15, 1983, the City may in its sole discretion terminate this Agreement without further obligation to Mossner.
9. Notwithstanding anything contained herein to the contrary, neither the City nor Mossner nor any successor in interest of Mossner shall be considered in breach or default of its obligations hereunder in the event of enforced delay to the performance of such obligations due to causes reasonably beyond its control, and without its fault or negligence. The time for the performance of such obligations shall be extended for the period of such enforced delay, providing the party subject to such causes reasonably beyond its control shall give written notice to the other party of the existence of such causes within a reasonable time the same shall arise.
10. No member, official or employee of the City of the DED shall have any personal interest, direct or indirect, in this Redevelopment Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City of the DED shall be personally liable to Mossner or any successor in interest, in the event of any default or breach by the City of DED or for any amount which may become due to Mossner or its successors in interest or on any obligation under the terms of this Agreement.
11. All books, records and other documents relating directly to the receipts and disbursements of the above-described reimbursement shall be subject to the right of access by any duly authorized representative of the DED, of the Secretary of Housing and Urban Development or of the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these funds, and until the final settlement and conclusion of all issues arising out of this reimbursement or under this Redevelopment Agreement.
12. For the duration of this Project any duly authorized representative of the DED or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the project.

13. Any and all notices given or required under this Agreement shall be in writing and placed in the United States Mail, first class and certified, with postage prepaid, and addressed:

IF TO DED: Department of Economic Development
20 North Clark Street
Suite 2800
Chicago, Illinois 60602
Attention: Commissioner

IF TO MOSSNER: Alfred Mossner Company
137 North Wabash Avenue
Chicago, Illinois 60602
Attention: President

14. This Agreement shall be governed as to application and interpretation in accordance with the law of the State of Illinois.

In Witness Whereof, Mossner and the City, by and through its DED, have caused this Redevelopment Agreement to be signed in their names on their behalf as of the _____ day of _____, 19__.

Signature forms omitted for printing purposes.

**Execution of Agreement Authorized between State and
City for Improvement of Morgan Street between
Pershing Rd. and 31st St., also on 35th St.
from Racine Ave. to Martin Luther King Dr.**

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

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 35th Street between Racine Avenue and M. L. King Drive and Morgan Street between Pershing Road and 31st Street described therein, said agreement to be substantially in the following form:

Agreement attached to this ordinance reads as follows:

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 35th Street between Racine Avenue and M. L. King Drive and Morgan Street between Pershing Road and 31st 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 nonessential Interstate highway routes from the Interstate System for substitute highway of 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 cost incurred in connection with the contract construction, city force account construction, construction engineering/supervision and the Railroad force account work 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 the Federal Highway Administration, to let and award the contract for the Project, to enter into an Agreement with the Consolidated Rail Corporation, 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 roadways, 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.

The railway/highway grade crossings on 35th Street at Racine Avenue and on Morgan Street between 38th Street and 38th Place with the Consolidated Rail Corporation, will be improved with a new riding surface, by replacing the existing crossing with a modular, rubberized surface material. The necessary pavement markings and protection devices will also be installed and the existing ballast, ties, and rails will be replaced with new material where necessary. The railroad force account work in conjunction with this Project will be described under a separate agreement and separate Federal project numbers.

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

Contract Construction	\$ 1,650,000
Force Account Construction	1,800,000
Construction Engineering/Supervision	350,100
Railroad Force Account	<u>105,000</u>
TOTAL	\$ 3,905,100

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 \$3,905,100)	\$ 3,319,335
Non-Federal Share (State) (15% of \$3,905,100)	<u>\$ 585,765</u>
TOTAL	\$ 3,905,100

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$644,341, 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.

Executed by the City of Chicago

This _____ day of _____, 198__

The City of Chicago
a Municipal Corporation

[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.

**Amendatory Ordinance Authorized to an Agreement Between
City and the Air Force for Hangar Space at
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize an amendatory ordinance to an agreement between the City of Chicago and the Air Force for hangar space at Chicago-O'Hare International Airport.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to an agreement with the Department of the Air Force, August 21, 1974, as passed by the City Council (C.J.P. pp. 8664-8669), said amendment to be in the following form:

This Supplemental Agreement No. 3 granted by the Secretary of the Air Force, hereinafter referred to as the Government, to the City of Chicago, a political subdivision of the State of Illinois, hereinafter referred to as the Lessee, Witnesseth that:

Whereas, on the 1st day of February 1974 the City of Chicago, was granted Lease No. DACA-45-1-74-6106 for a term of five (5) years, beginning 1 February 1974 and ending 31 January 1979, to use and occupy Bay 4, Building No. 405, located on Chicago-O'Hare Air Reserve Forces Facility, Illinois; and

Whereas, Supplemental Agreement No. 1 dated 7 December 1978, extended the term two (2) years; and

Whereas, Supplemental Agreement No. 2 dated 28 April 1981, extended the term two (2) years; and

Whereas, the lessee has requested the term of the lease be extended for additional five (5) years; and

Whereas, it has been determined that the facilities are available for the extended term and it is in the best interest of the Government to amend said lease.

Now, Therefore, Lease No. DACA-45-1-74-6106 is hereby amended in the following particular, but in no other:

That the term is hereby extended for a period of five (5) years, beginning on 1 February 1983 and ending 31 January 1988.

All other provisions and conditions of said lease shall remain in full force and effect.

In Witness Whereof, I have hereunto set my hand by authority of the Secretary of the Air Force this ____ day of _____ 1982.

[Signature forms omitted for printing purposes.]

CERTIFICATE OF AUTHORITY

I Walter S. Kozubowski, hereby certify that I am the City Clerk of the City of Chicago, the municipal corporation described in and which executed the foregoing agreement with the United States of America; that said municipal corporation is organized under the laws of the State of Illinois; that Thomas Kapsalis and Anthony N. Fratto, who executed said agreement as Commissioner of Aviation and City Comptroller, respectively, of said municipal corporation were then Commissioner of Aviation and City Comptroller of said municipal corporation; and have been duly authorized to execute said instrument on behalf of said corporation; that I know the signatures of said Thomas Kapsalis and Anthony N. Fratto, and that the signatures affixed to such instrument are genuine.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said municipal corporation, this ____ day of _____ A.D. 1983.

[Signature forms omitted for printing purposes.]

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

City Comptroller Authorized to Advertise for Sale
City-Owned Vacant Property Located at Nos.
5506-5514 N. Winthrop Av.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to advertise for sale specified City-owned property located at Nos. 5506-5514 N. Winthrop Avenue.

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

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

Nays--None.

Alderman Sawyer 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 relieve conditions of unemployment and encourage the increase of industry and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development, and the proper co-ordination of industrial facilities with public services, mass transportation facilities and industrial development; (4) to assist low and moderate income persons in leasing decent, safe and sanitary housing which they can afford; (5) to promote the integration of families of varying economic means; and (6) to preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary residential dwelling accommodations which persons and families of low or moderate income, including but not limited to elderly and handicapped persons can afford to lease and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, It is necessary and for the best interest of the City to relieve said shortage of decent, safe and sanitary housing to aid and assist in the development of residential rental housing projects qualifying for grants, subsidies or other assistance under any laws or programs of the federal government or the State of Illinois, or any agency or instrumentality thereof, and to encourage and increase the construction and rehabilitation of housing accommodations within the City, thereby reducing the evils attendant upon the shortage of such housing while at the same time providing for the increased employment, welfare and prosperity of the residents of the City; and

WHEREAS, The City of Chicago has acquired title to numerous parcels of vacant real property located throughout the City pursuant to its responsibility to protect the public health, safety and welfare; and

WHEREAS, Many of the parcels of City-owned vacant real property are suitable for residential development under a United States Housing and Urban Development low and moderate income rental housing program; and

WHEREAS, The City of Chicago desires to sell its vacant real property for the fair market value and thereby return said property to the property tax rolls; and

WHEREAS, In furtherance of the purposes set forth above, the City wishes to sell its property necessary to further the purposes hereinbefore enumerated; and

WHEREAS, The City has entered into negotiations with Edgewater Venture, an Illinois Limited Partnership, for the sale of Nos. 5506-5514 N. Winthrop Avenue; now, therefore,

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

SECTION 1. It is hereby determined and declared that the purpose of this Ordinance is (a) to provide for and promote the public health, safety and welfare; (b) to relieve conditions of unemployment and encourage the increase of industry and commercial activity and economic development so as to reduce the evils attendant upon unemployment; (c) to provide for an efficient and well-planned urban growth and development and the proper coordination of industrial facilities with public services, mass transportation and industrial development; (d) to assist low and moderate income persons in leasing decent, safe and sanitary housing which they can afford; (e) to promote the integration of families of varying economic means.

SECTION 2. In order to implement these objectives, the City does hereby agree to sell the property commonly known as Nos. 5506-5514 N. Winthrop Avenue (described in Exhibit A attached hereto) to Edgewater Venture, an Illinois Limited Partnership, or its nominee, for the purchase price of Thirty-nine Thousand Dollars (\$39,000.00), and the City does hereby find and declare that this Ordinance is being enacted pursuant to its home rule unit powers and that this sale is for public purposes as set forth in Section 1 hereof.

SECTION 3. The Contract for Sale between the City of Chicago and Edgewater Venture, an Illinois Limited Partnership, or its nominee, is hereby approved in substantially the form attached hereto as Exhibit B, and the Mayor is hereby authorized to execute, acknowledge and deliver said Contract for Sale, and the documents conveying the same and the City Clerk is directed to attest said documents.

SECTION 4. This ordinance shall become effective immediately upon its adoption.

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

EXHIBIT "A"

Lots 10 and 11 in Block 3 in John Lewis Cochran's Subdivision of the West Half of the North East Quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

CONTRACT OF SALE

This Agreement made as of the _____ day of _____, 1982 by and between the City of Chicago, a municipal corporation (hereinafter referred to as "Seller") and Edgewater Venture, an Illinois Limited Partnership (hereinafter referred to as "Purchaser").

WHEREAS, Seller is the owner of the fee simple title to the parcel of land which is located at Nos. 5506-5514 N. Winthrop Avenue, Chicago, Illinois, the legal description of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, The land shown on Exhibit A hereto is hereinafter referred to as "Real Estate" and the City desires to sell Real Estate to Purchaser, and the Purchaser desires to purchase the Real Estate from City, subject to the terms and conditions of this Contract;

Now, Therefore, it is agreed as follows:

1. Purchase and Sale.

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the said Real Estate, subject to all terms and conditions set forth in this Agreement.

2. Purchase Price.

The Purchase Price of the Real Estate is Thirty-Nine Thousand Dollars (\$39,000.00) which shall be payable in cash or cash equivalent at Closing (as hereinafter defined), plus or minus prorations.

3. Title Insurance.

Seller, at Buyer's cost and expense, has caused to be furnished to Purchaser the title insurance commitment dated October 29, 1982, issued by Chicago Title Insurance Company which covers the Real Estate hereunder.

4. Closing.

The sale of the Real Estate from Seller to Purchaser pursuant to this Agreement shall be closed as soon as practicable after the date of this Agreement at the office of Chicago Title Insurance Company or such other place as is mutually acceptable to the parties, at a time and date which is acceptable to both Seller and Purchaser, but must occur within thirty (30) days after approval of sale by the City Council of the City of Chicago, or on a date which is mutually acceptable to Seller and Purchaser.

At closing shall deliver the following properly executed documents:

1. Quitclaim Deed covering the Real Estate to Purchaser or its nominee.
2. Certified copy of a resolution of the City Council of Chicago authorizing the sale of the Real Estate from Seller to Purchaser pursuant to this Agreement.
3. State, County and City of Chicago transfer declarations.
4. Closing Statement showing the net amount due from Purchaser at closing.

At closing, Purchaser shall deliver to Seller the Purchase Price (plus or minus prorations) in cash or cash equivalent or certified check.

Purchaser shall be entitled to possession of the Real Estate when closing is completed.

5. Taxes.

It is understood that the Real Estate is exempt from real estate taxes for the period prior to closing; because, Seller is a municipal corporation and Seller hereby agrees to reimburse Purchaser for any taxes charged to Purchaser with respect to the Real Estate (or any portion thereof) for the period prior to the closing. The foregoing obligation shall survive the closing of the sale of the Real Estate pursuant to this Agreement.

6. Realtors.

Seller and Purchaser each represents that it has not engaged any broker or realtor to represent it in connection with the sale or purchase of the Real Estate, as set forth in this Agreement and hereby agrees to save the other party harmless and indemnify it from all liability for commissions to any broker in the event its said representation is incorrect.

7. Miscellaneous.

- a. Time is of the essence in this Contract.
- b. All notices or other communications under this Contract shall be in writing and shall be served on the parties at the addresses shown below, by certified mail, return receipt requested:

If to Seller: City of Chicago
 Room 501, City Hall
 Chicago, Illinois 60602
 Att: Comptroller, Real Estate

If to Buyer: Edgewater Venture, an Illinois
 Limited Partnership
 c/o McHugh Levin Associates
 405 N. Wabash Avenue
 Chicago, Illinois 60611

Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation is provided for in this Agreement shall commence with the date that party actually receives such written notice, and the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

- c. This Agreement constitutes the entire Agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning the Real Estate other than those herein set forth. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.
- d. The headings, captions and numbering system are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.
- e. This Agreement shall be governed by the laws of the State of Illinois.

In Witness Whereof, the Seller has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk and the Purchaser has signed and sealed the same on or as of the date first above written.

[Signature forms omitted for printing purposes.]

**Authority Granted to Advertise for Sale Property Held in
Trust for Use of Schools at Various Locations.**

The Committee on Finance submitted separate three proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith, to authorize advertisement for sale of certain parcels of Board of Education property (Held in Trust for the Use of Schools) at various locations.

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

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

Nays--None.

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

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

No. 225 S. Aberdeen St. (Former District 9 Office).

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held December 15, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held December 15, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described:

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

SECTION 1. That the following described property, to-wit:

Lot 7 of Assessor's Subdivision of Block 14 in Canal Trustee's Subdivision of the West half of the West half of the North East quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Also

Lots 5 and 6 in Subdivision of Lot 8 in Assessor's Subdivision of Block 14, aforesaid

which land has a frontage of 189.0 feet on S. Aberdeen Street, 195.95 feet on W. Jackson Blvd., containing approximately 37,035 square feet/0.85 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

—
No. 4950 S. Laporte Av. (Baum School).

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held December 15, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held December 15, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described:

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

SECTION 1. That the following described property, to-wit:

Beginning at the point of intersection of the West line of South Laporte Avenue and the North line of West 50th Street; thence Westerly along the said North line of West 50th Street a distance of 234.0 feet; thence Northerly and parallel to the said West line of South Laporte Avenue a distance of 129.0 feet; thence Easterly and parallel to the said North line of West 50th Street a distance of 234.0 feet to the said West line of South Laporte Avenue, thence Southerly along the West line of South Laporte Avenue a distance of 129.0 feet to the point of beginning containing 30,186 square feet all in the Northeast quarter (N.E. 1/4) of Section Nine (9); Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian; all in the City of Chicago, County of Cook and State of Illinois.

which land has a frontage of 129.0 feet on S. Laporte Avenue 234.0 feet on West 50th Street, contains approximately 30,186 sq. ft./0.69 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. That the report and recommendation of the Department of Planning be adopted and said proposed disposition of the former Baum School located at No. 4950 S. Laporte Avenue be approved with the stipulation that local groups interested in maintaining or utilizing the structure be given preference in the conveyance of the property.

SECTION 4. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 5. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.

—
No. 1233 W. 109th Pl. (Katharine L. Bates School).

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held November 10, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held November 10, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 48 inclusive and vacated alley adjoining said Lots in Block 12 in Jernberg's Subdivision of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

which has a frontage of 597.85 feet on W. 109th Place, 597.85 feet on W. 110th Street, 265.6 feet on S. Throop Street, and 265.66 feet on S. Racine Avenue, contains 149,248 square feet/3.42 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. That the report and recommendation of the Department of Planning be adopted and said proposed disposition of the former Katharine Lee Bates School and site located at 1233 W. 109th Place be approved with the stipulation that local groups interested in maintaining or utilizing the structure be given preference in the conveyance of the property.

SECTION 4. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 5. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.

**Amendatory Ordinance Concerning Adjacent Neighbors Land
Acquisition Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, concerning the Adjacent Neighbors Land Acquisition Program.

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

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

Nays--None.

Alderman Sawyer 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. An Ordinance passed March 6, 1981, shown at pages 584-585 of the Journal of Council Proceedings, as amended July 23, 1982, found at pages 11830-11833 of the Journal of Council Proceedings, is hereby amended by deleting certain language indicated below by brackets and by adding certain language as indicated by *Italics*, as follows:

"SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a Home Rule Unit, does hereby establish the Adjacent Neighbors Land Acquisition Program.

SECTION 2. Definitions: For the purpose of this ordinance, the following terms are defined as follows:

"Adjacent Neighbor": Owner-occupant of improved property immediately adjacent to a City-owned parcel of vacant real property. Said owner-occupant must not be delinquent in payment of *any* property taxes and/or special assessments on said improved property in order to qualify for participation in this program.

"Parcel of Vacant Real Property": An improved parcel of vacant real property within the corporate boundaries of the City of Chicago to which the City of Chicago holds legal title and which is bounded on at least one side with an occupied improved property.

SECTION 3. The Department of Planning shall identify certain parcels of vacant real property to be made available under the Adjacent Neighbors Land Acquisition Program. Parcels identified for this program shall be properties with thirty-five (35) front footage or less in R-1, R-2, R-3, R-4 and R-5 zoning districts as established by Chapter 194A of the Municipal Code of Chicago. Corner parcels and parcels bordered on one side by an alley which meet this criteria, as well as irregularly sized parcels which meet the zoning criterion, shall also be eligible for inclusion in this program.

[SECTION 4. Certain parcels of vacant real property identified by the Department of Planning as eligible for inclusion in the Adjacent Neighbors Land Acquisition Program shall be sold subject to outstanding real property taxes and/or special assessments. Said property taxes and/or special assessments must be paid by the Adjacent Neighbor, selected as successful bidder, by the City Council, and documented proof of said payment provided prior to conveyance of title by the City.]

SECTION [5] 4. All parcels of vacant real property identified by the Department of Planning for inclusion in the Adjacent Neighbors Land Acquisition Program shall be contained in a listing to be maintained in the Municipal Reference Library.

SECTION [6] 5. All parcels of vacant real property identified and listed for the Adjacent Neighbors Land Acquisition Program shall be made available for bidding to the adjacent neighbors as defined in Section 2 of this ordinance. There shall be no minimum bid required of an adjacent neighbor under this program. *Certain parcels of vacant real property identified by the Department of Planning as eligible for inclusion in the Adjacent Neighbors Land Acquisition Program shall be sold subject to outstanding real property taxes and/or special assessments. Said property taxes and/or special assessments must be paid by the adjacent neighbor selected as successful bidder by the City Council and documented proof of said payment provided prior to conveyance of title by the City.*

SECTION [7] 6. The rules, regulations and procedures for the advertising, bidding and sale of City-owned vacant real property under the Adjacent Neighbors Land Acquisition Program shall be established by the Department of Finance. All rules, regulations and procedures so established shall be published and made available from the Department of Finance/Real Estate Division.

SECTION [8] 7. All parcels of real property sold under the Adjacent Neighbors Land Acquisition Program shall be sold subject to [a] restrictive covenants to read as follows:

In consideration of the transfer herein, the grantor and grantee covenant and agree that the grantee(s) and his (their) successors and assigns shall not improve the above described parcel of real property with a permanent structure.

In further consideration of the transfer herein, the grantor and grantee covenant and agree that the grantee(s) and his (their) successors and assigns shall not transfer, assign or otherwise convey the above described parcel of real property except in conjunction with the adjoining lot which is owned by the grantee at the time of closing and is legally described as follows:

It is further agreed that the foregoing covenant shall run with the land and be in full force and effect for a period of [ten] seven years from the date of this deed.

[SECTION 9. An adjacent neighbor, as defined in Section 2 of this ordinance, who submits a bid on a parcel of vacant real property included in the Adjacent Neighbors Land Acquisition Program, shall be required to sign and submit with the bid an agreement which shall restrict the use of the property, and impose requirements upon the Adjacent Neighbor as follows:

The adjacent neighbor shall not improve the vacant real property under this program with a principal structure as defined in Chapter 194A of the Municipal Code of Chicago.

The adjacent neighbor shall immediately clear the vacant real property of all debris.

Failure to comply with the restrictions and requirements of this agreement for a period of five years from and after the date of closing of the sale shall result in the City of Chicago taking the necessary legal action to ensure compliance with provisions of said agreement.]

SECTION 8. Failure to comply with the restrictions and requirements contained in the deed described herein for the seven year period from the date of the deed may result in forfeiture.

SECTION [10] 9. [This ordinance shall be in full force and effect upon passage.] The terms contained in this ordinance shall not be applied retroactively to former sales."

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

**Authority Granted to Advertise for Sale City-Owned
Property Located at No. 3823 S. Indiana Av.**

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. 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 11 in Picket's Resubdivision of Lots 1 to 19 in Holmes Subdivision of Lots 1 to 19 in Holmes Subdivision of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3823 S. Indiana Boulevard, Permanent Tax No. 17-34-324-009).

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

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

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

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

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

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

The Committee on Finance to which had been referred (December 27, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

Nays-- None.

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

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

FREE PERMITS.

St. Joseph Hospital

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to St. Joseph Hospital, No. 2900 N. Lake Shore Drive for installation of a General Electric Angiography Unit by Pora Construction Co., 625 Seegers Road, Des Plaines, IL 60016 on the premises known as No. 2900 N. Lake Shore Drive.

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

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

Hospitals.

Augustana 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:

Augustana Hospital
No. 411 W. Dickens Avenue.

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

—
Bethany Methodist 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:

Bethany Methodist Hospital
No. 5025 N. Paulina Street.

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

—
Chicago Center 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:

Chicago Center Hospital
No. 426 W. Wisconsin Street.

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

—
Henrotin 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:

Henrotin Hospital
No. 111 W. Oak Street.

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

—
Martha Washington 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:

Martha Washington Hospital
No. 4055 N. Western Avenue.

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

—
Ravenswood Hospital Medical Center.

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

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

Ravenswood Hospital Medical Center
No. 4550 N. Winchester Avenue.

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

—
Ridgeway 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:

Ridgeway Hospital
No. 520 N. Ridgeway Avenue.

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

—
St. Joseph 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. Joseph Hospital
No. 2900 N. Lake Shore Drive.

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

—
Sydney R. Forkosh Memorial 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:

Sydney R. Forkosh Memorial Hospital
No. 2544 W. Montrose Avenue.

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

—
Homes.

Bethany Methodist Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bethany Methodist Home, No. 4950 N. Ashland Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Convalescent Home of the First Church of Deliverance.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Convalescent Home of the First Church of Deliverance, No. 4314 S. Wabash Avenue is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Covenant Retirement Center.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Covenant Retirement Center, No. 2725 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Grace Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Grace Convalescent Home, No. 2800 W. Grace Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

Misericordia Home (South).

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home (South), No. 2916 W. 47th Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

Northwest Home for the Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Northwest Home for the Aged, No. 6300 N. California Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

Norwood Park Home.

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

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

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

St. Paul's House.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Paul's House, No. 3831 N. Mozart Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

LICENSE FEE EXEMPTIONS.

*Dispensaries.**Infant Welfare Society of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Infant Welfare Society of Chicago, No. 1931 N. Halsted Street, is hereby exempted from payment of the annual license fee provided therefore in Section 118-4, for the year 1983.

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

—
*Dr. William M. Scholl College of
Podiatric Medicine.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of the City of Chicago and in accordance with favorable investigation by the Board of Health, the Dr. William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street, is hereby exempted from payment of the annual license fee provided therefore in Section 118-4, for the year 1983.

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

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

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

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Christ Evangelical Lutheran Church, No. 3253 W. Wilson Avenue	P1-108866 (Fuel Burn.)	\$ 60.00
Edgebrook Evangelical Covenant Church, No. 6355 N. Spokane Avenue	B1-119754 (Bldg.)	23.00

McCormick Theological Seminary No. 5555 S. Woodlawn Avenue	B1-210483 (Bldg.) F4-217203 (Mech. Vent.) A1-206877 (Elev.)	\$ 34.50 25.00 23.00
Our Lady of the Angels Church No. 3808 W. Iowa Street	P1-112662 (Fuel Burn.)	150.00
St. Elizabeth Hospital No. 1431 N. Claremont Avenue	Internal Inspection No. 3	20.00

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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

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

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

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

Nays--None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses, or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department

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

Roger McCullough, Firefighter, Hook & Ladder No. 19; injured July 7, 1982	\$ 207.50
Nicholas Metropoulis, Firefighter, Hook & Ladder No. 15; injured November 5, 1982	120.00
Michael Murphy, Firefighter, Engine Co. No. 71; injured November 23, 1982	56.00
Lawrence Pavlik, Firefighter, Engine Co. No. 29; injured November 28, 1982	219.60
Walter Rucinski, Lieutenant, 2nd District Relief; injured November 17, 1982	426.30
Michael Rucker, Firefighter, Truck No. 20; injured March 29, 1982	58.00
Norman Sachman, Engineer, Engine Co. No. 7; injured September 18, 1982	30.00
Daniel Sullivan, Firefighter, Engine Co. No. 93; injured July 14, 1981	120.00
Robert Williams, Firefighter, Hook & Ladder No. 33; injured November 19, 1982	58.00
David Busch, Paramedic, Ambulance, No. 36; injured April 30, 1980	35.00
Steve Bybee, Relief Lieutenant, Squad No. 5; injured August 2, 1982	557.00
James Connors, Lieutenant, Engine Co. No. 38; injured July 24, 1977	20.00
Ann Conroy, Paramedic, Ambulance No. 27; injured August 2, 1982	128.00
William Dade, Firefighter, Engine Co. No. 116; injured November 20, 1982	169.00
David Delaney, Firefighter, Truck No. 32; injured November 12, 1982	134.10
Martin Doherty, Lieutenant, Engine Co. No. 126; injured November 19, 1982	1,110.85
Edward D. Doocy, Firefighter, Truck No. 44; injured September 13, 1982	30.00
Michael Gordon, Engineer, Engine Co. No. 50; injured January 10, 1982	20.00
James Higgins, Battalion Chief, Battalion No. 1; injured March 9, 1982	65.00
Herbert Johnson, Firefighter, Engine Co. No. 117; injured August 8, 1982	109.85
Kevin Kennelly, Firefighter, Hook & Ladder No. 49; injured September 4, 1982	168.30
Janeen P. Kessell, Paramedic, Ambulance No. 39; injured October 29, 1982	68.75
Steven Knott, Paramedic, 4th District Relief; injured September 3, 1982	101.00
Christopher Koster, Paramedic, Ambulance No. 4; injured May 18, 1982	117.00
Christopher Koster, Paramedic, Ambulance No. 4; injured September 30, 1982	183.00

Thomas Koujourian, Firefighter, Squad No. 4; injured October 30, 1982	\$ 173.00
Gary Larson, Firefighter, Engine Co. No. 59; injured November 17, 1982	63.00
Christopher Loper, Firefighter, Engine Co. No. 43; injured October 8, 1982	1,096.25
Francis G. McAuliff, Firefighter, Engine Co. No. 89; injured August 31, 1982	198.50
Henry Grant, Jr., 297459 District 1; injured October 4, 1982	181.00
Wayne A. Griffin, 304470, Gang Crimes Enforcement - West; injured October 31, 1982	112.50
William L. Grivetti, 307731, District 10; injured October 6, 1982	94.50
John Gruber, Jr., 307429, District 24; injured October 31, 1982	98.90
Eileen T. Guest, 308870, Recruit Training; injured October 22, 1982	45.00
Margaret C. Hall, 314727, District 5; injured October 10, 1982	75.00
John Haugh, 327761, District 22; injured October 22, 1982	207.70
Harry H. Haymaker, 332166, District 16; injured October 2, 1982	116.50
Fred F. Herr, Jr., District 8; injured June 11, 1981	25.00
Richard Hradisky, 360502, Public Transportation M.T.S.; injured October 24, 1982	70.00
Michael M. Hughes, 362891, District 7; injured August 22, 1982	95.00
Dan T. Zelazo, 890198, District 20; injured October 16, 1982	174.00
Lylia M. Balicki, 024414, Recruit Training; injured July 12, 1982	30.00
Jeff D. Collier, 135155, District 6; injured September 29, 1982	68.00
Sandra J. Ervin, 225472, District 2; injured October 9, 1982	93.00
Ronnie C. Evans, 227971, District 13; injured October 17, 1982	65.00
Charles E. Fenner, 236118, Area No. 1, Property Crimes; injured October 8, 1982	108.00
David Figlioli, 238706, District 25; injured October 18, 1982	128.50
Joseph M. Follmer, 252163, District 20; injured October 11, 1982	68.10
Maurice D. Ford, 253034, Internal Affairs Division; injured August 31, 1982	265.00
Mark W. Forrest, 254051, District 23; injured October 5, 1982	147.00
Terrence Franzen, 258463, District 6; injured October 10, 1982	170.40
William W. Frapolly, 258489, District 13; injured August 6, 1982	159.00
Michael P. Gahan, 264551, District 10; injured October 2, 1982	96.00

Fernando A. Garcia, 268958, District 23; injured October 19, 1982	\$ 59.00
Fernando A. Garcia, 268958, District 23; injured October 28, 1982	97.00
Ruben Garza, Jr., 271088, Gang Crimes Enforcement - South; injured July 21, 1982	173.00
James T. Geers, 275273, District 10; injured October 21, 1982	67.50
Tom A. Gianopulos, 278560, District 25; injured October 23, 1982	80.00
Joseph T. Gillespie, District 1; injured October 16, 1982	385.20
Edward F. Grabarek, 295045, District 20; injured October 16, 1982	90.00
Bernard J. Graf, 295862, Special Operations Group - North; injured October 3, 1982	55.00
Doris J. Graham, 296091, District 2; injured October 9, 1982	68.00

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:

Larry Webb, Paramedic, Ambulance No. 22; injured August 11, 1982	\$ 165.00
Charles Rhodes, 683844, Violent Crimes; injured October 9, 1982	198.00
Robert Schaller, 723381, Public Transportation; injured October 15, 1982	70.00
Eugene H. Seyfert, 739219, District 13; injured July 16, 1982	87.90
Thomas J. Swan, 792786, Youth Division; injured June 28, 1982	310.00

Dale S. Altman, 009689, Youth Division; injured June 28, 1982	\$ 198.00
Robert Archer, 016190, District 17; injured January 17, 1982	393.00
William F. Baldree, 024082, Violent Crimes; injured October 9, 1982	270.00
Barry D. Batson, 033105, District 11; injured October 19, 1982	834.00
Ernest J. Bernhauser, 044549, Recruit Training; injured October 23, 1982	136.00
Anthony M. Bernichio, 044570, District 8; injured October 12, 1982	105.00
James E. Brown, 079470, District 20; injured September 14, 1982	55.00
Paul R. Brugger, 082149, District 13; injured October 8, 1982	352.00
Salvatore Cutrano, 164539, Enforcement Section; injured September 17, 1982	769.00
Edward Danaher, 169366, District 9; injured October 4, 1982	481.15
Michael Davis, 173776, Enforcement Section; injured September 17, 1982	435.00
Lawrence Duggan, 209694, Gang Crimes; injured October 15, 1982	151.00
John Elliott, 221548, Public Transportation; injured October 15, 1982	227.00
Donald Farrell, 232672, District 14; injured October 25, 1982	432.25
Thomas W. Finnelly, 240561, Gang Crimes; injured October 15, 1982	166.00
William J. Flaherty, 245300, District 21; injured May 27, 1982	489.00
James F. Fornuto, 254000, District 7; injured October 25, 1982	120.50
Robert R. Fronczak, 261881, District 16; injured October 13, 1982	53.75
Dennis A. Galvin, 267685, District 14; injured October 25, 1982	100.75
Gerald V. Harper, 322358, District 21; injured October 5, 1982	66.00
Michael A. Harris, 324933, District 2; injured April 8, 1982	2,883.85
Robert J. Herr, 341294, Recruitment Training; injured October 23, 1982	297.00
Terry G. Hillard, 346275, Government Security; injured October 15, 1982	33.00
Darlene D. Hudson, 361474, District 21; injured October 22, 1982	59.20

Placed on File--A COMMUNICATION CONCERNING THE
MONTHLY PROGRESS REPORT ON SEWER BOND ISSUES.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works transmitting the Monthly Progress Report on Sewer Bond Issue Projects for the month of November, 1982.

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

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

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

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows: 0

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--46.

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:

Damage to Vehicles

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>
Lucille Harris 3842 S. King Drive Chicago, Illinois 60653	5-21-82 3842 S. King Drive	\$ 200.00
Maggie M. Barnes 5753 S. Seeley Avenue Chicago, Illinois 60636	7-21-82 5753 S. Seeley Avenue	207.00

Damage to Vehicles

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Checker Taxi Company Incorporated, c/o Soll & Dinkes, 179 W. Washington Street Chicago, Illinois 60602	4-7-82 W. Wacker and S. Adams Street	\$ 165.00

Richard A. Zalatoris
538 W. Belden Avenue
Chicago, Illinois 60614

1-14-82
Lake Shore Drive at Schiller

\$ 233.00

—
Damage to Property

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Andre Austin 11761 S. Lowe Avenue Chicago, Illinois 60628	11-24-81 11761 S. Lowe Avenue	\$ 425.00
Thelma Hicks 546 W. 65th Street Chicago, Illinois 60621	11-15-82 546 W. 65th Street	250.00

—
Damage to Property

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Irene McGray 4130 S. Berkeley Avenue Chicago, Illinois 60653	6-10-82 4130 S. Berkeley Avenue	\$ 600.00
Auto-Owners Insurance and Dr. Joseph J. Plikaitis 422 N. Northwest Highway Park Ridge, Illinois 60068	1-16-82 6318 W. Irving Park Road F13-254-82	175.00
Billie B. Schwartz 420 Fullerton Parkway Apt. 105 Chicago, Illinois 60614	3-29-82 Devon near Bell Avenue	30.00

—
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>
Valerie Bulinski 5415 Sheridan Road Apt. 4305 Chicago, Illinois 60640	1-22-82 100 ft. N. of Halsted Street	\$ 385.00
Anthony Psarakis 309 S. Halsted Street Chicago, Illinois 60606	3-20-82 715 W. Gladys	178.00

January 7, 1983

REPORTS OF COMMITTEES.

14819

James Kudelis 2420 N. 78th Avenue Elmwood Park, Illinois 60635	4-7-82 City Garage No. 9	\$ 547.00
American Ambassador Casulty Company and Melvin Brown, 900 Skokie Boulevard Northbrook, Illinois 60062	3-8-82 79th and Langley	506.36
Walter Leak 175 E. Delaware Place Apt. 7606 Chicago, Illinois 60611	2-9-82 875 N. Rush Street	193.00
Ronald and Barbara Hayes 12550 S. Wentworth Avenue Chicago, Illinois 60628	5-21-82 125th and Wentworth	425.00
Robert R. Valentine 136 E. 107th Street Chicago, Illinois 60628	5-31-82 9615 S. King Drive	160.00
Sandra Davis 1159 N. Cleveland Avenue Chicago, Illinois 60610	7-4-82 Lake Shore Drive Beach	101.00
Allstate Insurance Company and Homer Brown P.O. Box 127 Skokie, Illinois 60077	6-21-82 5021 S. Wabash Avenue	248.23
Orange Ray, Jr. 746 E. 47th Street Chicago, Illinois 60653	8-2-82 11500 S. on I 57	500.00
Homer S. Wilkerson 1865 W. 108th Place Chicago, Illinois 60643	6-1-82 10829 S. Wood Street	153.00
Emilia Bania 5536 S. Moody Avenue Chicago, Illinois 60638	6-5-82 3201 S. Western Avenue	100.00
Underwriters Adjusting Company and DeVilbiss Co., 200 S. Wacker Drive Chicago, Illinois 60606	4-19-82 4035 N. Cicero Avenue 255 7H 8927	332.15
David M. Smith 6371 LaCosta Apt. 105 Boca Raton, Florida 33433	8-1-82 Garage No. 5	234.00
Emily R. Morris 6308 N. Ridgeway Avenue Chicago, Illinois 60659	7-27-82 Monticello and Rosemont	75.00
Frances Lester 9955 S. Yates Avenue Chicago, Illinois 60617	6-5-82 1601 East 95th Street	130.00

Judith Lesser 7344 N. Hoyne Avenue Chicago, Illinois 60645	7-7-82 N. LaSalle exit of Lake Shore Drive	\$ 191.00
Bernard Milstein 868 Swallow Court Deerfield, Illinois 60015	6-21-82 Grand J. Parking Inc.	189.00
Julia P. Bell 7258 S. East End Avenue Chicago, Illinois 60649	8-19-82 120 N. LaSalle Street	185.00
Joseph P. Bazzoni 162 N. State Street Chicago, Illinois 60601	8-25-82 G & J Parking Garage	460.00
Allstate Insurance Company and Kenneth Nicka P.O. Box 127 Skokie, Illinois 60077	7-27-82 56th Street 418 115592 2	979.00
William Jones 11740 Sangamon Chicago, Illinois 60643	7-9-82 11728 S. Sangamon	125.00
Rudolph Freeman Sr. 7300 S. Rhodes Chicago, Illinois 60619	2-19-81 70th and St. Lawrence 72nd and Rhodes	50.00
Mary Ann Finnegan 2970 N. Lake Shore Drive Chicago, Illinois 60657	5-19-82 Van Buren at Green	369.00
Eleonore S. Dobija 3701 W. 65th Street Chicago, Illinois 60629	7-26-82 71st and S. Oakley	169.00
Derek C. Wilson 7437 S. Jeffrey Chicago, Illinois 60649	9-13-82 52nd and Lake Shore Drive	85.00
Sheila Hunt 3706 S. Wentworth Avenue Chicago, Illinois 60609	4-23-82 3236 S. Prairie Avenue	100.00
Sylvia Dziura 209 Fredrick Drive Albert Lea, Minnesota 56007	6-23-82 5253 S. Central Avenue	62.00
Annette B. Collins 10536 S. Prairie Avenue Chicago, Illinois 60628	9-15-82 10121 S. Prairie	104.00
Anthony Brooks 5343 S. Justine Chicago, Illinois 60609	11-7-82 5850 S. Ashland Avenue	65.00

Damage to Vehicle.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Cathy M. Joseph 7625 W. Forest Preserve Avenue Chicago, Illinois 60634	8-4-82 4909 W. Addison Street	\$ 42.00

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

The Committee on Finance submitted the following report:

CHICAGO, January 5, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred May 27, 1982, and subsequently, sundry claims as follows:

Compensation for Various Refunds

(May 27, 1982)	John Pirillis
(June 30, 1982)	Dorothy C. Rosprim
(July 15, 1982)	Leo Zawrdzki
(July 15, 1982)	Jerome Silverman
(July 22, 1982)	Jim McLaughlin
(July 23, 1982)	J. H. Smolensky
(Sept. 15, 1982)	Spitzer's Office Interiors, Inc.
(Nov. 12, 1982)	Rose Zak

Compensation for Personal Injury

(Oct. 6, 1982)	Lillian Truncale
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Compensation for Property Damage

(Sept. 15, 1982)	Mrs. Jack V. Hapke
(Oct. 6, 1982)	Mary T. Lord
(Oct. 27, 1982)	Wisniewski, Victoria and Patricia Markiewicz

Compensation for Damage to Vehicles

(Sept. 15, 1982)	John S. Romuk
(Oct. 15, 1982)	Marion Myers
(Oct. 27, 1982)	Jesse Blount
(Dec. 8, 1982)	Simmie L. Ward

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

COMMITTEE ON EDUCATION.

Approval Given to Mayor's Appointment of Mr. Leon Jackson as Member of Board of Education.

The Committee on Education submitted the following report:

CHICAGO, December 29, 1982.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on December 1, 1982) appointing Mr. Leon Jackson as a member of the Board of Education for a term ending April 30, 1983, replacing Ms. Joyce Hughes, resigned, begs leave to recommend that Your Honorable Body *approve* the said appointment of Mr. Leon Jackson.

This recommendation was concurred in by 7 members of the Committee, with no dissenting vote.

Respectfully submitted,
(Signed) MARIAN HUMES,
Vice-Chairman.

On motion of Alderman Sawyer the committee's recommendation was *Concurred In* and said appointment of Mr. Leon Jackson was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Barden, Kellam, Sheahan, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--39.

Nays--Alderman Streeter--1.

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, Cancellations of Warrants for Collection and Water Rate Exemptions, Etc.

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

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

***Referred*--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.**

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Majerczyk (12th Ward)	First east-west alley south of Archer Avenue between S. Kedzie and S. Sawyer Avenues -- westerly;
Mell (33rd Ward)	First north-south alley east of N. California Avenue Between W. Medill and W. Belden Avenues -- southerly.

***Referred*--PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES AT ALL TIMES
ON PORTION OF S. WESTERN AVENUE**

Alderman Marzullo (25th Ward) presented a proposed ordinance to limit the parking of vehicles to 30-minute periods on the east side of S. Western Avenue between W. Fillmore and W. Grenshaw Streets; which was *Referred to the Committee on Traffic Control and Safety*.

***Referred*--PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES DURING
SPECIFIED HOURS AT SPECIFIED LOCATIONS.**

Alderman Rittenberg (40th Ward) presented a proposed ordinance to limit the parking of vehicles to 60-minute periods on the 4600 block of N. Rockwell Street between 8:00 A. M. and 4:00 P.M.-- Mondays through Fridays; which was *Referred to the Committee on Traffic Control and Safety*.

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

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

<i>Alderman</i>	<i>Location and Distance</i>
Burke (14th Ward)	S. Damen Avenue, at No. 4737 (except for handicapped); W. 50th Street (south side), at No. 2509 (except for handicapped);

Sherman (21st Ward)	W. 95th Street (south side), at No. 305 (side entrance of home) except for handicapped);
Stemberk (for the 23rd Ward)	S. Newcastle Avenue, at No. 5447 (except for handicapped);
	S. Pulaski Road (east side) from W. 53rd to S. 54th Streets (Tow-Away Zone for trucks only)
Frost (34th Ward)	S. Eggleston Avenue, at No. 11521 (except for handicapped);
Farina (36th Ward)	East-west alleys bounded by W. North, W. Wabansia, N. Nashville and N. Natoma Avenues;
Damato (37th Ward)	W. Crystal Street, at No. 5147 (8 feet) (except for handicapped);
	W. Haddon Avenue, at No. 4306 (except for handicapped);
	N. Lawler Avenue, at No. 1455 (8 feet) (except for handicapped);
	W. Thomas Street, at No. 4421 (except for handicapped);
Laurino (39th Ward)	N. Elston Avenue (east side), at No. 4635 (except for handicapped);
Rittenberg (40th Ward)	W. Leland Avenue (south side), T-intersection at N. Washtenaw Avenue;
Pucinski (41st Ward)	N. Reserve Avenue (east side), at No. 5211 (except for handicapped);
Orr (49th Ward)	W. Estes Avenue, at No. 1834 (except for handicapped).

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

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

Alderman

Location, Distance and Time

Farina (36th Ward)

N. Natchez Avenue (east side) from No. 1821 north to W. Cortland Street --7:00 A.M. to 7:00 P.M. -- Mondays through Fridays;

Pucinski (41st Ward)

N. East River Rd. (west side) between W. Higgins and W. Lawrence Avenues -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.

Referred--PROPOSED ORDINANCE TO AMEND PROHIBITION
AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS
ON PORTION OF N. NATCHEZ AV.

Alderman Farina (36th Ward) presented a proposed ordinance to amend the ordinance passed by the City Council on February 15, 1978, page 7317 of the Journal of the Proceedings of said date by striking therefrom; N. Natchez Avenue (east side) in the 1800 block from 7:00 A.M. to 4:00 P.M. on Mondays through Fridays; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO ESTABLISH RESIDENTIAL
PERMIT PARKING ZONE FOR VEHICLES AT ALL TIMES
ON PORTION OF N. NASHVILLE AV.

Alderman Farina (36th Ward) presented a proposed ordinance to establish a residential permit parking zone for vehicles at all times in the 1600 block of N. Nashville Avenue (both sides), which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC SIGNS.

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

<i>Alderman</i>	<i>Location and Type of Sign</i>
Vrdolyak (10th Ward)	Northwest corner of S. Escanaba Avenue and E. 98th Street -- "Stop";
	Southeast corner of Exchange Avenue and E. 98th Street -- "Stop";
	Northwest corner of S. Manistee Avenue and E. 97th Street -- "Stop";
	E. 96th Street and S. Avenue L -- "4-Way Stop";
	Southeast corner of E. 97th Street and S. Muskegon Avenue -- "Stop";
Stemberk (for the 23rd Ward)	W. 51st Street and S. Ridgeway Avenue -- "4-Way Stop";
	S. Troy Street and W. 23rd Street -- "3-Way Stop";
Cullerton (38th Ward)	W. Henderson Avenue (one-way street westerly) and N. Mobile Avenue -- "3-Way Stop";
Pucinski (41st Ward)	W. Hayes Avenue and S. Sayre Avenue (east and westbound) -- "Stop";
Schulter (47th Ward)	W. Grace Street and N. Oakley Boulevard -- "4-Way Stop";
Stone (50th Ward)	W. North Shore Avenue and N. Maplewood Avenue -- "Stop";
	W. North Shore Avenue and N. Sacramento Avenue -- "2-Way Stop".

Referred--PROPOSED ORDER TO INSTALL AUTOMATIC
TRAFFIC CONTROL SIGNALS.

Alderman Rittenberg (40th Ward) presented a proposed order to consider the installation of amber blinking lights at the intersection of W. Winona Street and N. California Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

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:

<i>Alderman</i>	<i>Claimant</i>
Evans (4th Ward)	Joshua A. Barras, M. A.
Stemberk (for the 23rd Ward)	Southtown Economist
Mell (33rd Ward)	H.B. Sorensen
Farina (36th Ward)	John R. Romuk
Clewis (45th Ward)	Andrew Kouchoukos.

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 ORDINANCES FOR GRANTS OF
PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Emil Wolper d/b/a I. C. Shoe Repair -- to maintain and use as now constructed vaulted areas for the purpose of a shoe parlor beneath the intersection of North Michigan Ave. and East Randolph St.

American National Bank and Trust Co. of Chicago, not individually but as Trustee U/T 50282 -- to construct, maintain and use vaulted areas in conjunction with the building located at No. 30 North Michigan Ave.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred--PROPOSED ORDINANCE TO ESTABLISH BUS STAND
ON PORTION OF S. BRAINARD AV.

A proposed ordinance for the establishment of a bus stand on S. Brainard Avenue (east curb) from the west property line of S. Brandon Avenue to a point 100 feet west thereof.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN MADRZYK (13th Ward):

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Lawrence Metz of 3939 W. 61st Street, Chicago, have celebrated their Golden Wedding Anniversary on June 15, 1982; and

WHEREAS, Mr. and Mrs. Metz are dedicated parents of two daughters and a son and grandparents of eleven grandchildren; and

WHEREAS, Mr. and Mrs. Metz are strong symbols of family unity and community participants; and

WHEREAS, Mr. and Mrs. Metz are active members of the Senior Citizens Organization at Saint Nicholas of Tolentine Church and also Mr. Metz is a member of Alderman Madrzyk's 13th Ward Senior Citizens Council; now, therefore;

Be It Resolved, That the Mayor and the Members of the City Council in a meeting assembled this 7th day of January, 1983, congratulate Mr. and Mrs. Lawrence Metz on the occasion of their Golden Wedding Anniversary and extend their best wishes for continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Lawrence Metz.

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

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

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to First Federal Savings and Loan Association of Chicago, to maintain and use as now installed a twenty (20) inch conduit encased in concrete containing three and one-half (3½) inch electric conduits and one (1) one-inch electric conduit diagonally under and across the east-west public alley north of W. 62nd Place at a point one hundred twenty (120) feet west of the west line of S. Kedzie Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to First Federal Savings and Loan Association of Chicago to maintain and use an existing canopy attached to the building or structure located at No. 6222 S. Kedzie Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BURKE (14th Ward):

A proposed resolution reading as follows:

WHEREAS, John R. Baber retired from the Federal Bureau of Investigation on January 3, 1983, after having served with the Bureau for 32 years; and

WHEREAS, John R. Baber will be honored by his many colleagues and friends at a retirement dinner to be held at the Chicago Yacht Club on January 10, 1983; and

WHEREAS, John R. Baber was born on September 13, 1932 in Charlottesville, Virginia; and

WHEREAS, John and his wife, Barbara are the proud parents of two children; and

WHEREAS, Following his graduation, John received his first job with the Federal Bureau of Investigation and worked his way up the ladder to success and became a Special Agent on February 13, 1961 serving such locations as Philadelphia, Pennsylvania; Milwaukee, Wisconsin; and Alexandria, Virginia field offices; and

WHEREAS, In June of 1973, he was transferred to the F.B.I. headquarters working in the White Collar Crime Section of the Criminal Investigative Division and later was reassigned to the Inspection Division where he was promoted to Chief of the Governmental Fraud Unit; and

WHEREAS, On January 10, 1979, Mr. Baber was appointed Assistant Special Agent assigned to the Chicago District where he served with great distinction until his retirement and his career can be looked to by all his colleagues with great pride and envy; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council in meeting assembled this 7th day of January, 1983, do hereby congratulate Mr. Baber on the occasion of his retirement from the Federal Bureau of Investigation and extend to him, his wife and family every good wish for continued good health and success in the years to come; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City Council as a lasting symbol of our respect and admiration.

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

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

**Congratulations Extended to Mrs. Bertha Goldberg on the
Occasion of Her 75th Birthday.**

Also a proposed resolution reading as follows:

WHEREAS, Mrs. Bertha Goldberg, an outstanding citizen of this great City of Chicago will celebrate her 75th birthday January 11, 1983; and

WHEREAS, Bertha Goldberg has loyally and faithfully served this City as a teacher of the handicapped in the public school system as an educator at Von Humboldt, Grant and Bell Schools; and

WHEREAS, Bertha Goldberg has contributed her time and talent as President of the Lowell School P.T.A. and officer of Roosevelt High School P.T.A.; and

WHEREAS, Bertha Goldberg has been active in community affairs in the Rogers Park and Humboldt Park Areas, as President of the Adolph Krauss Womens Chapter of B'nai B'rith, and various posts in the Association for the Jewish Blind and other numerous charitable and philanthropical organizations; and

WHEREAS, Bertha Goldberg having been born in Argentina and having immigrated to Chicago at an early age, has so contributed to our great City; and

WHEREAS, Bertha Goldberg, has demonstrated as daughter, wife, mother, grandmother, and great grandmother the qualities or dedication to family, community, and country that embody the highest traditions of our great City; now, therefore,

Be It Resolved, That we, The Mayor and Members of the City Council of the City of Chicago, gathered here this 7th day of January, 1983, do hereby offer our congratulations to Mrs. Bertha Goldberg on the occasion of her 75th birthday, as well as our best wishes to this fine citizen for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Bertha Goldberg.

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

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

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred--PROPOSED ORDINANCE TO ADD NEW CHAPTER 25.2 TO
MUNICIPAL CODE TO BE KNOWN AS "CHICAGO PUBLIC
SAFETY EMPLOYEE LABOR RELATIONS ORDINANCE".

A proposed ordinance to amend the Municipal Code of the City of Chicago by the addition of a new Chapter 25.2, to be known as the "Chicago Public Safety Employee Labor Relations Ordinance".
-- *Referred to the Committee on Finance*.

Presented by

ALDERMAN RAY (27th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to American National Bank, as Trustee U/T No. 49223, to maintain and use as now constructed an elevated roadway, a steel-edged loading platform, and vaulted space. -- *Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF BUS PASSENGER
SHELTERS AT SPECIFIED LOCATIONS.

Also two proposed orders for the installation of bus passenger shelters at the following locations, which were *Referred to the Committee on Local Transportation*, as follows:

Southeast corner of S. Damen Avenue and W. Jackson Boulevard;
Northwest corner of S. Damen Avenue and W. Van Buren Street.

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO
MAINTAIN EXISTING CANOPY.*

A proposed order for issuance of a permit to Lakeview Trust & Savings Bank, U/T No. 4724 to maintain and use an existing canopy attached to the building or structure located at No. 3330 N. Ashland Avenue.
-- *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN RITTENBERG (40th Ward) and Others:

*Referred--PROPOSED RESOLUTION URGING CITY COUNCIL TO
INTERVENE IN ILLINOIS COMMERCE COMMISSION
PROCEEDINGS CONCERNING PEOPLE'S
GAS, ETC.*

A proposed resolution (presented by Aldermen Rittenberg, Volini and Orr) urging the City Council of Chicago to intervene in the Illinois Commerce Commission proceedings concerning People's Gas, etc. -- *Referred to a Special Joint Committee composed of the members of the Committee on Finance and the Committee on Public Utilities.*

Presented by

ALDERMAN NATARUS (42nd Ward):

**Chicago Library Board Memorialized to Acquire Specific
Land for Construction and Erection of
Regional Library.**

A proposed resolution reading as follows:

WHEREAS, The Near North Side of the City of Chicago represents one of the most cosmopolitan areas of the City from the standpoint of race, color, creed, ethnic group, economic status and religious persuasion, and is in dire need of the vital services which would be afforded by the erection of a Regional Library; and

WHEREAS, The site known as the southwest corner of N. Clark Street and W. Chestnut Street represents a site which is of sufficient size, possesses superior parking facilities, and is located near the junction of north-south and east-west Chicago Transit Authority service transportation; and

WHEREAS, Said site would serve as an anchor for the surrounding community, and would provide psychological impetus to commence the further accelerated economic development in the surrounding area; now, therefore;

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council in meeting assembled this 7th day of January, 1983, A.D. do hereby memorialize the Chicago Library Board to acquire the site known as the southwest corner of W. Chestnut Street and N. Clark Street, commonly known as "the Chestnut Street Post Office" for the construction and erection of a Regional Library.

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

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

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

The First National Bank of Chicago, J. H. Oughton, Jr., and S. E. Parr, Jr., not individually but solely as Co-Trustees under William D. Boyce Trust Agreements dated July 24, 1908, December 29, 1919 and October 8, 1923, to maintain and use as now constructed a vault used for storage and plumbing supplies incidental to the maintenance of the building, under the first north-south ten-foot public alley west of N. Dearborn Street adjoining the premises known as the northwest corner of N. Dearborn Street and W. Illinois Street;

American Medical Association, a New York corporation, to maintain and use two (2) subsurface vaults used for storage.

Referred--PROPOSED ORDERS FOR PERMITS TO
MAINTAIN EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

National Sporting Goods Association, at No. 145 E. Superior Street;

Lettuce Entertain You Enterprises, Inc., at Nos. 21-25 E. Chestnut Street.

Referred--PROPOSED ORDER FOR PERMIT TO ERECT
ILLUMINATED SIGN.

Also a proposed order to issue a permit to All - Sign Corporation for the erection of an illuminated sign at No. 51 W. Ontario. -- *Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERMAN MERLO (44th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Harbor House Condominium Association, to maintain and use as now constructed a vaulted area in conjunction with its property located at No. 3200 N. Lake Shore Drive. --*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Barry Condominium Assoc. to maintain and use two existing canopies attached to the building or structure located at No. 3100 N. Sheridan Road. - *Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN ORR (49th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.*

A proposed order for issuance of a permit to Renaissance Realty of Rogers Park, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 7765 N. Sheridan Road.
-- *Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--PROPOSED RESOLUTION CALLING FOR INVESTIGATION OF
CHICAGO POLICE DEPARTMENT'S HANDLING OF
CRIME STATISTICS.*

A proposed resolution (presented by Aldermen Orr, Volini, Davis, Bloom, Oberman, Stemberk and Streeter) calling for an investigation of the Chicago Police Department's handling of statistics: "The Killing of Crime". --*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

**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 BLOOM (5th Ward):

Albert Merritt Billings Hospital, No. 950 E. 59th Street.

Chicago Lying - In Hospital, No. 5841 S. Maryland Avenue.

Illinois Central Community Hospital, No. 5800 S. Stony Island Avenue.

Parent Cooperative for Early Learning, Inc., No. 5300 S. South Shore Drive.

Silvain and Arma Wyler Children's Hospital, No. 950 E. 59th Street.

BY ALDERMAN BRADY (15th Ward):

Holy Cross Hospital, No. 2701 W. 68th Street.

BY ALDERWOMAN BARDEN (16th Ward):

Saint Bernard Hospital, No. 326 W. 64th Street (4).

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

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Nursery, No. 1849 N. Hermitage Avenue (2).

BY ALDERMAN FARINA (36th Ward):

Shriners Hospital for Crippled Children, No. 2211 N. Oak Park Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, No. 345 E. Superior Street.

Saint Chrysostom Day Care Center, No. 1424 N. Dearborn Parkway.

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, No. 2300 N. Children's Plaza.

Howard Brown Memorial Clinic, No. 2676 N. Halsted Street.

Cancellation of Warrants for Collection:

BY ALDERMAN BRADY (15th Ward):

Beth Jacob Congregation, No. 6601 S. Kedzie Avenue--boiler and fuel burning equipment inspection.

Lawn Manor Hebrew Congregation, No. 3149 W. 66th Street--mechanical ventilation inspection.

BY ALDERMAN CLEWIS (46th Ward):

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--special departmental services performed.

APPROVAL OF JOURNAL OF PROCEEDINGS.**JOURNAL (October 27, 1982).**

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on October 27, 1982 as follows:

Page 13195 - by deleting the word "east" appearing in the seventeenth line from the bottom of the page and inserting the word "west" in lieu thereof.

The motion *Prevailed*.

JOURNAL (December 15, 1982).

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on December 15, 1982 as follows:

Page 14126 - by inserting the language *Be It Further Ordered*, That the Commissioner of Water is authorized to pay to the following-named claimant the respective amount set opposite her name, said amount to be in full and final settlement of claim at the location stated, with said amount to be charged to the activity and account specified as follows: Account No. 200.8220.935

Department of Water.

<i>Name</i>	<i>Location</i>	<i>Amount</i>
Mary Jean Givens 8132 S. Muskegon Avenue Chicago, Illinois 60617	4251 W. Jackson Boulevard	\$ 300.00

immediately after the thirty-ninth line from the top of the page.

The motion *Prevailed*.

JOURNAL (December 27, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, December 15, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Chapter 193, Section 193-11 (d)(1) of Municipal Code Amended
Concerning Use of Term "Landlord".

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of the Proceedings of December 27, 1982, pages 14573-14574, recommending that the City Council pass a proposed ordinance to amend Chapter 193, Section 193-11(d)(1) of the Municipal Code concerning the use of the term "Landlord".

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of the City of Chicago, Chapter 193, Section 193-11(d)(1) is hereby amended by deleting the language in brackets as follows:

193-11(d)(1) The term "Landlord" as used in this Section includes any owner or lessor of a building [of seven or more dwelling units,] and any agent or other person acting under the authority or claiming to act under the authority of any owner or lessor of a building [of seven or more dwelling units].

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

Chapter 194A, Article 7.4-1 of Municipal Code Amended Concerning
Outdoor School Bulletin Boards.

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of the Proceedings of December 27, 1982, page 14574, recommending that the City Council pass a proposed ordinance to amend Chapter 194A, Article 7.4-1 of the Municipal Code concerning outdoor school bulletin boards.

On motion of Alderman Roti 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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, Article 7.4-1 be and is hereby amended by the addition of paragraph 8 to read as follows:

(8) High School Bulletin Boards, subject to the following:

- a. That there shall not be more than one bulletin board per lot and no bulletin board shall exceed 55 square feet in area nor be closer than 8 ft. to any other zoning lot;
- b. That the copy thereon shall be limited to the name of the school, including emblems or logo, if any, and to announcements of scheduled events of the school;
- c. That such signs cannot be erected in any front or side yard nor exceed a height of 20 ft. above the curb level.

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

**Chicago Zoning Ordinance Amended to Reclassify
Area Shown on Map No. 18-1.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of December 27, 1982, page 14576, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

On motion of Alderman Roti 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, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-1 in the area bounded by

a line 30 feet south of the Chicago and Western Indiana Belt Railroad right-of-way; a line 1043.02 feet east of the west line of vacated S. California Avenue; W. Columbus Avenue; and the west line of vacated S. California Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above-described.

SECTION 2. That this ordinance shall be in force and effect from and after its passage and due publication.

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings December 27, 1982, pages 14575-14578, recommending that the City Council pass twenty proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Roti moved to *Concur In* the committee's recommendations and each of the twenty proposed ordinances was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Business District symbols and indications as shown on Map No. 1-F in the area bounded by

N. Clark Street; W. Lake Street; N. LaSalle Street; and the alley (Haddock Place) next north of and parallel to W. Lake Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 14837 thru 14841
of this Journal.]

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

Reclassification of Area Shown on Map No. 1-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 1-L in area bounded by

(Continued on page 14842)

BUSINESS PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

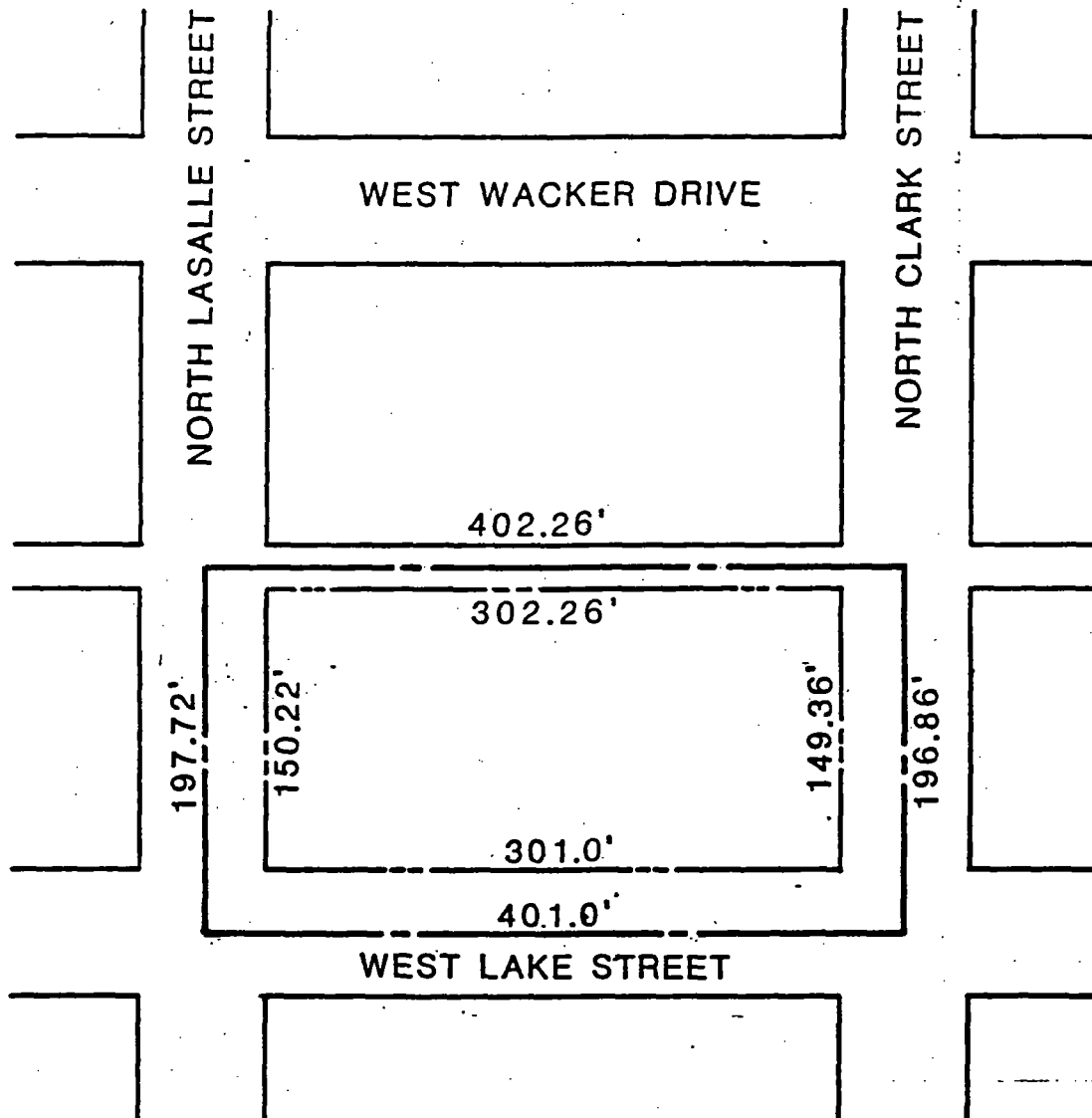
1. The area delineated herein as "Business Planned Development" is owned or controlled by North Loop Transportation Center Limited Partnership, an Illinois limited partnership.
2. The Applicant or its successors, assignees or grantees shall obtain all official reviews, approvals, licenses and permits.
3. The following shall be permitted within the area delineated herein as "Business Planned Development": Office, Business, Mercantile, Assembly, Off-Street Parking and related areas.
4. Off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review and the approval of the Department of Planning.
5. Any dedication or vacation of streets, any release of easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees or on behalf of the City of Chicago.
6. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 14 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated herein as "Business Planned Development" subject to the review and approval of the Department of Planning.
8. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
9. The information in the table attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Business Planned Development" and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development shall be subject to the North Loop Guidelines for Conservation and Development as adopted by the City Council of the City of Chicago on October 22, 1981 and the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

Applicant: North Loop Transportation
Center Limited Partnership

Date: January 13, 1982

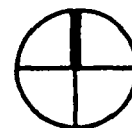
BUSINESS PLANNED DEVELOPMENT

PROPERTY LINE AND RIGHT OF WAY MAP



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE



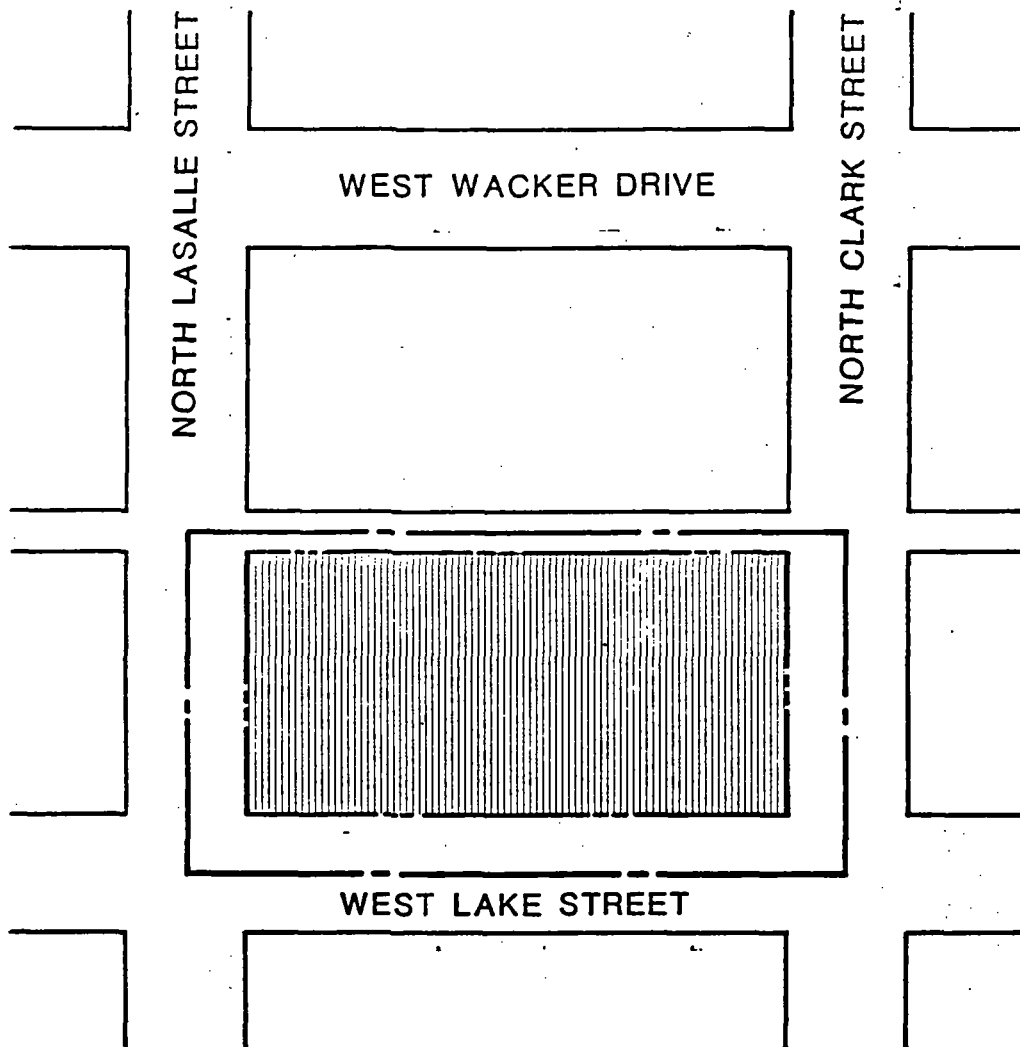
NORTH

APPLICANT: NORTH LOOP TRANSPORTATION CENTER
LIMITED PARTNERSHIP

DATE: JANUARY 13, 1982

BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN

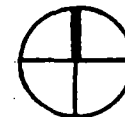


LEGEND

--- PLANNED DEVELOPMENT BOUNDARY

--- PROPERTY LINE

 OFFICE, BUSINESS, MERCANTILE, ASSEMBLY,
OFF-STREET PARKING USES



NORTH

APPLICANT: NORTH LOOP TRANSPORTATION CENTER,
LIMITED PARTNERSHIP

DATE: JANUARY 13, 1982

BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Uses	Maximum Floor Area Ratio	Minimum Numbers Of Off-Street Parking Space
Square Feet	Acres			
45,166	1.04	Office, Business, Mercantile, Assembly Off-Street Parking	15.40	1260

Gross Site Area:	Net Site	45,166	(1.04 acres)
	Public Rights-of-Way	34,072	(.78)
	Total	<u>79,238</u>	<u>(1.82)</u>

Minimum Number of Off-Street Parking Spaces = 1260

Minimum Number of Off-Street Loading Spaces = 6

Maximum F.A.R. = 15.40

Maximum Percentage of Land Coverage = 100%

Minimum Periphery Setbacks = 0

APPLICANT: NORTH LOOP TRANSPORTATION CENTER
LIMITED PARTNERSHIP

DATE: JANUARY 13, 1982

(Continued from page 14836)

W. Lake Street; N. Lamon Avenue; the alley next south of W. Lake Street; and North Lavergne Avenue,

to those of an M1-1 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 1-L in the area bounded by

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

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by

W. Marble Place; S. State Street; W. Adams Street; and S. Dearborn Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 14843 thru
14850 of this Journal.]

SECTION 2. That this ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 4-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-J in area bounded by

W. 16th Street; the alley next east of and parallel to S. Homan Avenue; a line 50 feet south of and parallel to W. 16th Street; and S. Homan Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

(Continued on page 14851)

BUSINESS PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

1. This Plan of Development, consisting of fourteen (14) statements, an "Existing Zoning" map, a "Boundary and Property Line" map, a "Generalized Land Use Plan," a "Preferential Street Map," and a "Plan of Development Use, Bulk Regulations and Data" table, stipulates the controls applicable to the area delineated in this plan as the "Business Planned Development," and no others shall apply. This Plan demonstrates that the proposed use and development of the delineated area is in accordance with the intent and purpose of the Chicago Zoning Ordinance, is in substantial conformity with the requirements thereof, and satisfies the criteria for approval as a Planned Development.
2. Legal title to the area delineated herein as "Business Planned Development," except that portion in public rights-of-way, is presently owned by Chicago Title and Trust Company, not individually, but as Trustee under Trust Agreement dated March 11, 1982, and known as Trust No. 1081500; the disclosure of economic interest in said Trust as required by Section 99.9-3.1 of the Chicago Zoning Ordinance has been filed with the City of Chicago.
3. The Applicant or its successors, assignees or grantees, or such other person or party as may then own or control the area delineated herein, shall obtain all official reviews, approvals, licenses and permits.
4. The following shall be permitted within the area delineated herein as "Business Planned Development": general office, business, and related commercial, financial and service-type uses, including restaurants and uses accessory to such uses.
 - a. Floor area in the building equal to at least 75% of the net site area shall be devoted to retail, restaurant and other non-office commercial, financial and service-type uses;
 - b. The entire enclosed ground floor area in the building, exclusive of building lobbies, elevator lobbies, pedestrian circulation areas, mechanical spaces, exit stairs, and other building service areas, shall be devoted to retail, restaurant, and other non-office commercial, financial and service-type uses.

APPLICANT: DEARBORN LAND COMPANY

ADDRESS: 40 West Adams Street, Chicago, IL (also known as
140 S. State Street)

DATE: September 14, 1982

- c. Except for building entrances, the entire ground level frontage of the building along State Street, to a depth of at least 60 feet from the State Street right-of-way, shall be devoted to retail, restaurant, and other commercial and service-type uses, but not to offices or financial institutions; and
 - d. Uses permitted at the ground level pursuant to Paragraphs 4(b) and 4(c), above, shall be generally orientated toward Adams, Dearborn and the enclosed pedestrian circulation route.
- 5. Provision shall be made during hours in which the building is open for enclosed, street level pedestrian circulation between State Street and Dearborn Street and for a pedestrian route at the first level below grade interconnecting the subway stations located at the northeast and northwest corners of the site.
 - 6. Except for building entrances, there shall be no ground floor setback of the building permitted from the State Street right-of-way, provided that a 10-foot maximum setback shall be permitted along the Marble Place right-of-way between State Street and Dearborn Street.
 - 7. Off-street loading facilities shall be provided in compliance with this Plan of Development. Ingress and egress to such off-street facilities shall be from one or more of the following: Marble Place and Dearborn Street. No such ingress or egress shall be from State Street or Adams Street.
 - 8. Any dedication or vacation of streets and alleys or easements or grants of privilege or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or the person or party then in ownership or control of the area delineated herein.
 - 9. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within paved areas required for such access. There shall be no access to off-street parking from State Street.

APPLICANT: DEARBORN LAND COMPANY

ADDRESS: 40 West Adams Street, Chicago, IL (also known as
140 S. State Street)

DATE: September 14, 1982

10. Business and business identification signs and temporary signs, including but not limited to construction and marketing signs, may be permitted within the area delineated herein as "Business Planned Development" subject to the review and approval of the Department of Planning.
11. For purposes of Maximum F.A.R. calculations, mechanical equipment floor space in the building shall not be counted as Floor Area.
12. The height of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as heretofore established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
13. No portion of any structure within 60 feet of the State Street right-of-way shall exceed 210 feet in height above curb level.
14. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as heretofore promulgated by the Commissioner of the Department of Planning.
15. The existing improvements located on the subject property shall not be demolished until the applicant, its successors and assigns are prepared to commence construction of the new building after the existing improvements are razed and the site is cleared.

The applicant, its successors and assigns shall utilize best efforts to lease a majority of the ground floor area of the existing improvements on the subject property to parties engaged in retail uses and other such uses as are permitted in the B6-7 zoning district classification of the Chicago Zoning Ordinance until such time that the salvaging of fixtures and the demolition of the existing improvements are scheduled to commence.

The aforesaid restrictions and requirement shall not apply in the event of casualty.

APPLICANT: DEARBORN LAND COMPANY

ADDRESS: 40 West Adams Street, Chicago, Illinois (also known as 140 S. State Street)

DATE: September 14, 1982

AMENDED: November 18, 1982

PLAN OF DEVELOPMENT USE, BULK REGULATIONS AND DATA

Site	Area	General Description of Land Use	Maximum F.A.R.	Maximum % of Land Coverage
Ft.	Acres			
66,768	1.53	General office, business and related commercial, financial and service-type uses, including restaurants and uses accessory to such uses.	32.31	100% at Ground Level*

Gross Site Area = Net Site Area (1.532 acres) + Area in Public Right-of-Way
= 2.35 Acres

Minimum Off-Street Loading Spaces: 10 spaces, each 10' x 25' in dimension

Minimum Off-Street Parking Spaces: 237

Minimum Ground Floor Setbacks at Property Lines: 0 (zero)

Maximum Permitted Ground Floor Setback along Marble Place: 10'

*Maximum % of Land Coverage Above a Plan 210 feet in Height Above State Street
Curb Level: 83%

Height Restriction: No portion of any structure within 60 feet of the State
Street right-of-way shall exceed 210 feet in height above
curb level

Permitted Use Requirements:

- Floor area in the building equal to at least 75% of the net site area shall be devoted to retail, restaurant and other non-office commercial, financial and service-type uses;
- The entire enclosed ground floor area in the building, exclusive of building lobbies, elevator lobbies, pedestrian circulation areas, mechanical spaces, exit stairs, and other building service areas, shall be devoted to retail, restaurant, and other non-office commercial, financial and service-type uses.
- Except for building entrances, the entire ground level frontage of the building along State Street, to a depth of at least 60 feet from the State Street right-of-way, shall be devoted to retail, restaurant, and other commercial and service-type uses, but not to offices or financial institutions; and
- Uses permitted at the ground level pursuant to Paragraphs (b) and (c) above, shall be generally orientated toward Adams, Dearborn and the enclosed pedestrian circulation route.

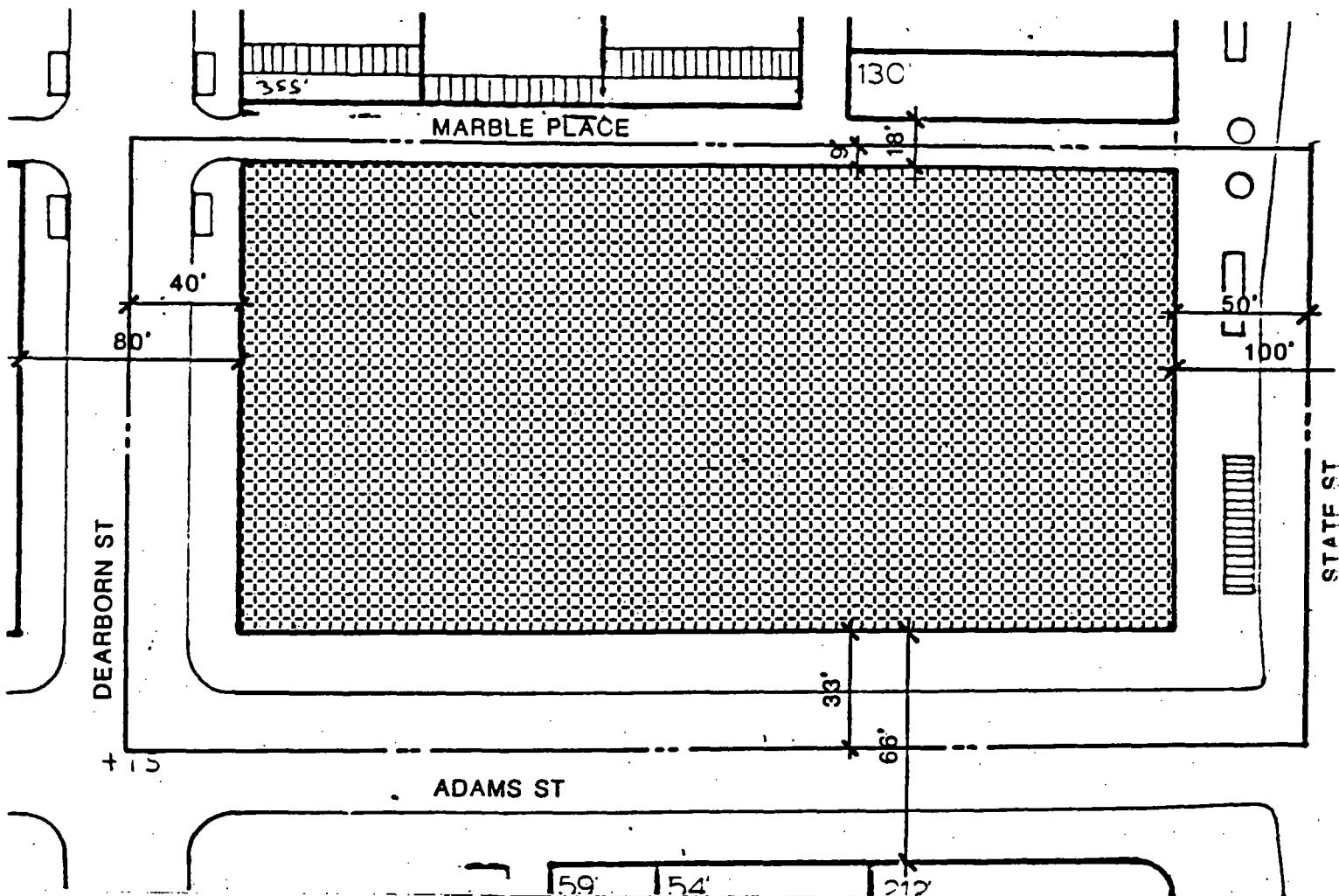
APPLICANT: DEARBORN LAND COMPANY

ADDRESS: 40 West Adams Street (also known as 140 S. State Street)

DATE: September 14, 1982

AMENDED: November 18, 1982

GENERALIZED LAND USE PLAN



LEGEND

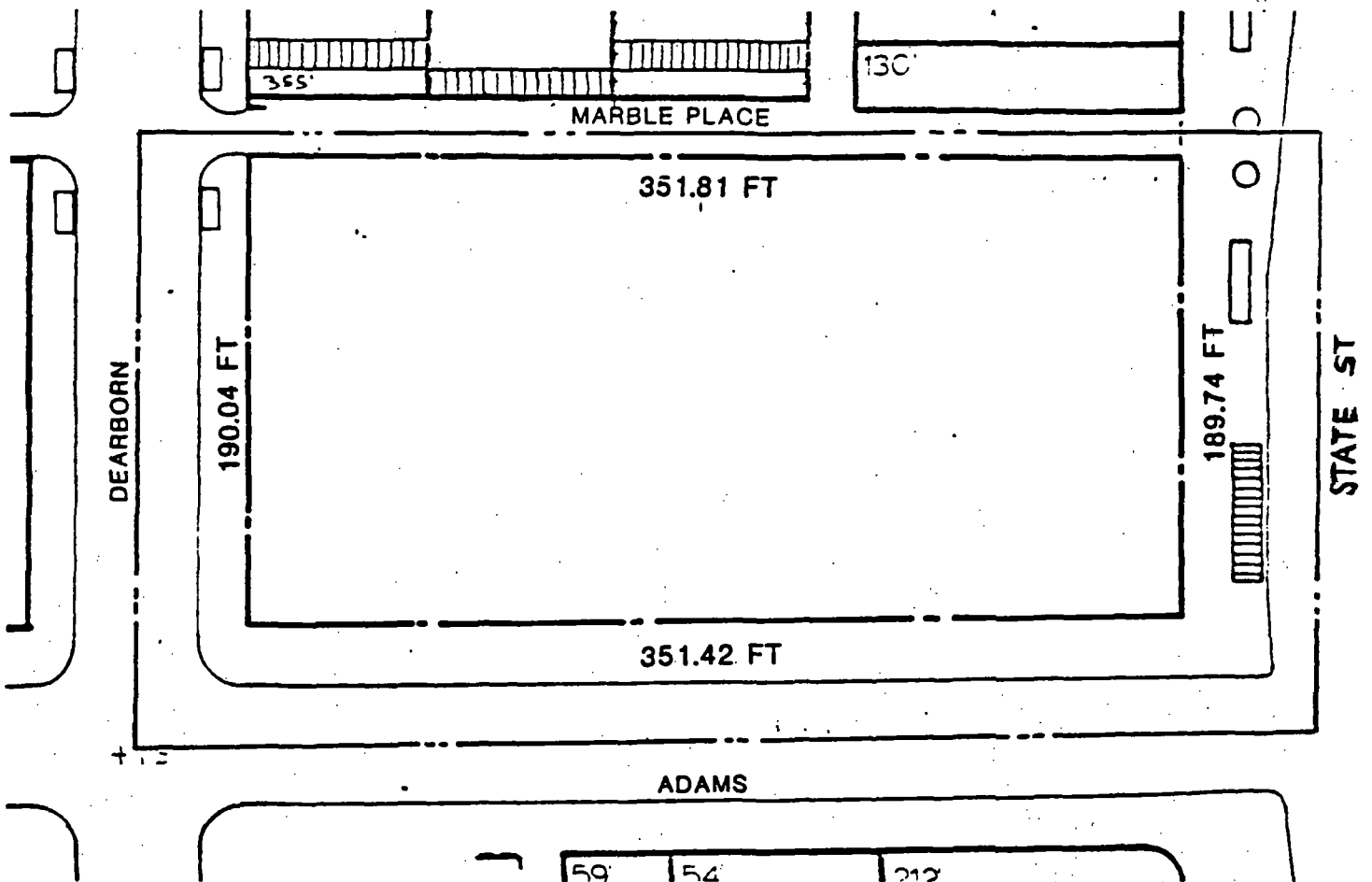
- PROPERTY LINE
- - - PLANNED DEVELOPMENT BOUNDARY
-  GENERAL OFFICE, BUSINESS & RELATED COMMERCIAL FINANCIAL & SERVICE TYPE USES, INCLUDING RESTAURANTS & USES ACCESSORY THERETO

Applicant: DEARBORN LAND COMPANY

Address: 40 W. ADAMS STREET
(also known as 140 S. State St.)

Date: September 14, 1982

BOUNDARY AND PROPERTY LINE MAP



LEGEND

-  PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY

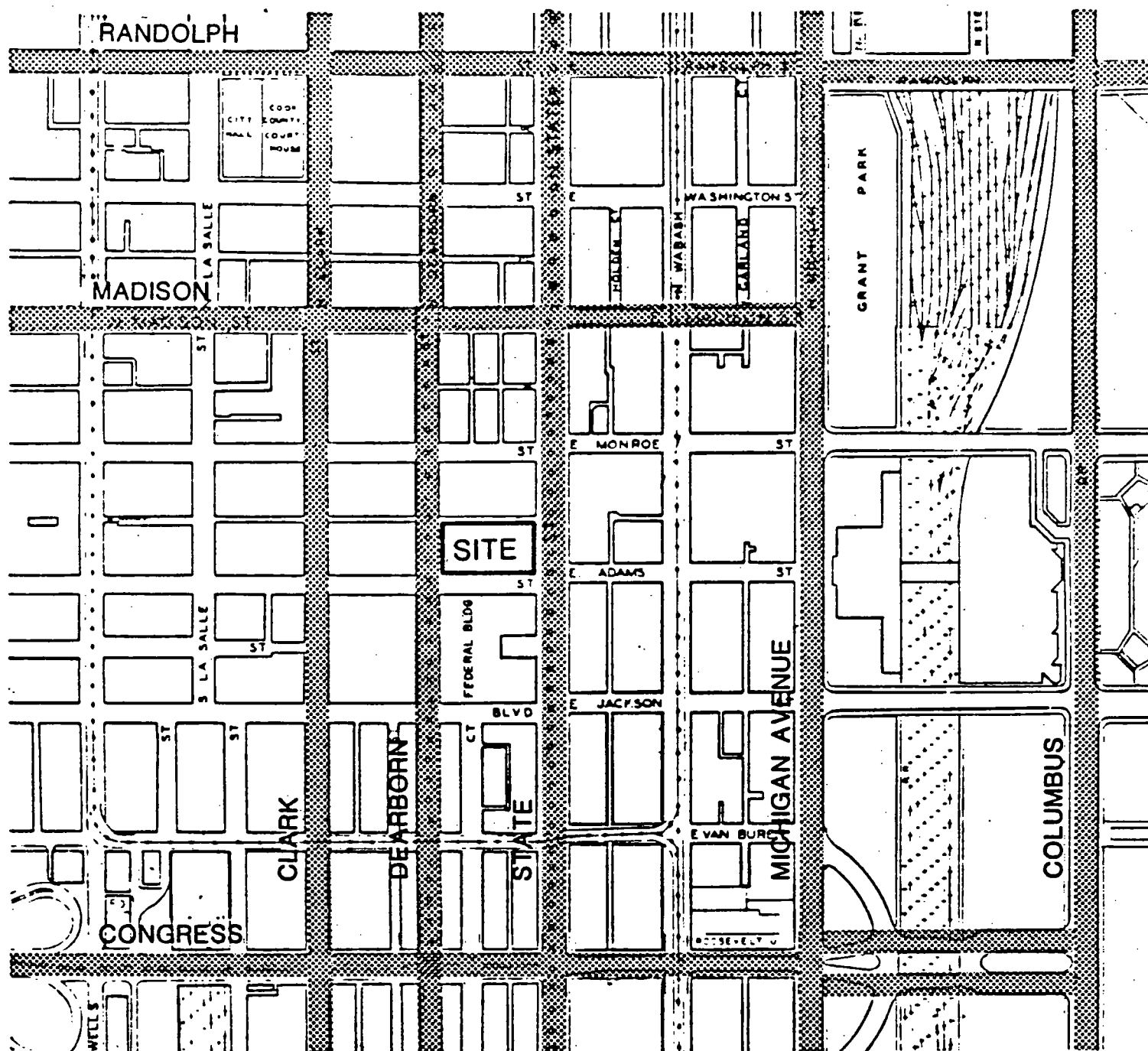
Applicant: DEARBORN LAND COMPANY

Address: 40 W. ADAMS STREET
(also known as 140 S. State St.)

Date: September 14, 1982

Date: September 14, 1982

PREFERENTIAL STREET MAP



LEGEND



PREFERENTIAL STREETS

Applicant: DEARBORN LAND COMPANY

Address: 40 W. ADAMS STREET
(also known as 140 S. State St.)

Date: September 14, 1982

Continued from page 14842)

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

Reclassification of Area Shown on Map No. 7-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 7-K in area bounded by

W. Diversey Avenue; C.M. St.P. & P. Ry. R.O.W.; C.M. St.P. & P. Ry. Side Track; a line 298.50 feet north of and parallel to W. Diversey Avenue; and N. Pulaski Road,

to those of a C3-4 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-O.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 9-O in area bounded by

W. Addison Street, a line 59 feet east of and parallel to N. Ozark Avenue; the alley next south of and parallel to W. Addison Street; and N. Ozark Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-J in area bounded by

W. 55th Street; S. Kedzie Avenue; the alley next north of and parallel to W. 56th Street; the alley next west of and parallel to S. Kedzie Avenue; W. 59th Street; S. Christiana Avenue; the alley next north of and parallel to W. 59th Street; the alley next west of and parallel to S. Sawyer Avenue; W. 57th Street; the alley next west of and parallel to S. Spaulding Avenue; the alley next south of and parallel to W. 55th Street; and S. Spaulding Avenue,

to those of an R2 Single Family Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-I in the area bounded by

a line 200 feet north of and parallel to W. 79th Street; S. Western Avenue; a line 125 feet north of W. 79th Street and a line 117 feet west of and parallel to S. Western Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 20-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 20-K in the area bounded by

a line 195 feet south of and parallel to W. 79th Street; a line 885 feet east of and parallel to S. Cicero Avenue; a line 295 feet south of and parallel to W. 79th Street; a line 785 feet east of and parallel to S. Cicero Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 24-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1, Local Retail District symbols and indications as shown on Map No. 24-I in area bounded by

a line 325 feet south of and parallel to W. 101st Street; S. Western Avenue; a line 445 feet south of and parallel to W. 101st Street; and the alley next west of and parallel to S. Western Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 26-A.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence and B4-1 Restricted Service Districts symbols and indications as shown on Map No. 26-A in the area bounded by

a line 149 feet 113/8 inches north at E. 106th St.; the alley next west of S. Avenue N; a line 75 feet north at E. 106th St.; S. Avenue N; E. 106th St.; and S. Avenue O,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

—
No. 735 W. Chicago Av.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the ground northwest of and on the same lot as the existing five-story printing plant located at No. 735 W. Chicago Avenue, Chicago, Illinois.

SECTION 2. The Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

—
No. 229 E. Lake Shore Dr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 229 E. Lake Shore Drive.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

—
Nos. 1350-1360 N. Lake Shore Dr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at Nos. 1350-1360 N. Lake Shore Drive.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

—
No. 1400 N. Lake Shore Dr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 1400 N. Lake Shore Drive.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

—
No. 1550 N. Lake Shore Dr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 1550 N. Lake Shore Drive.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

—
No. 2800 N. Lake Shore Dr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 7-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 2800 N. Lake Shore Drive.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

No. 1130 S. Michigan Av.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 1130 S. Michigan Avenue.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

No. 945 S. Park Terr.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the Residential Planned Development symbols and indications as shown on Map No. 2-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish at No. 945 S. Park Terrace.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

**Issuance of Permits Authorized for Erection
of Illuminated Signs.**

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of December 27, 1982, pages 14579-14585, recommending that the City Council pass twenty-seven proposed orders (under separate committee reports) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

On motion of Alderman Roti said proposed orders were *Passed* by yeas and nays as follows:

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

Nays--None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Federal Signal Corporation, No. 140 E. Tower Drive, Burr Ridge, Illinois, for the installation of an illuminated sign 8'0" x 25'0" (120 square feet) on private property located at No. 2401 N. Austin Avenue (10-Minute Oil Service Featuring Pennzoil).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, Illinois, for the erection of a double face illuminated sign 10'0" x 12'8" (127 square feet) in dimension, on the premises known as No. 2940 N. Ashland Avenue/Jewel-Osco.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric Company, No. 2713 Jackson, South Chicago Heights, Illinois, for the rehanging of existing sign 12'9" x 14'0" (100 square feet) at No. 5153 W. Chicago Avenue - McDonald's.

Said permit shall be issued and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., No. 754 N. Clark St. (Clark & Chicago Streets), Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 48' Height 14'
Height Above Grade/Roof (to top of sign) 50'
Total Square Foot Area 1,344

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinances) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Arrow Sign Company, Inc., No. 401 N. Trumbull Avenue, Chicago, Illinois 60624, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at East Side Plaza -southwest corner of S. Avenue O and E. 118th Street. Service Merchandise, Dominicks, Walgreens:

Dimensions: Length 16' Height 37' 3"
Height Above Grade/Roof To Top Of Sign 37-¼ feet
Total Square Foot Area 596 sq. ft.

Such signs shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Signal Corporation, No. 140 E. Tower Drive, Burr Ridge, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 4744 W. 81st Street, B/W 10-minute Oil Service.

Dimensions: 8'0" Height 15'0"
Height Above Grade/Roof To Top Of Sign 25'
Total Square Foot Area 120'

Such signs shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a permit to Best Neon Sign Company, No. 6801 S. Bell Avenue, for the erection of an illuminated sign, 2'0" x 4'0" in dimension, on the structure known as Woodlawn A.M.E. Church, No. 6456 S. Evans Avenue.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a permit to Chicago Heights Carrier Electrical Contractor, No. 2713 Jackson, South Chicago Heights, Illinois, for the erection of an illuminated sign, 18'0" x 19'8" x 195.78 sq. ft., in dimension, on private premises for McDonald's, No. 1541 W. Garfield Boulevard, Chicago, Illinois.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to A. M. Carson Signs/Chicago Heights Carrier Electric Co., No. 2713 Jackson, South Chicago Heights, Illinois, for the installation of an illuminated sign 18'0" x 19'8" (195.75 sq. ft.) in dimension on the premises known as No. 3601 W. Grand Avenue (McDonald's).

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric Sign Co., No. 2713 Jackson, South Chicago Heights, Illinois, for the erection of an illuminated sign, 18'0" x 19'8" (195.75 sq. ft.) on the premises known as No. 3601 W. Grand Avenue/McDonald's.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinance of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., No. 300 N. State Street - Suite 5706, Chicago, Illinois 60610 for the erection

of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 1714 S. Halsted Street sign is for local and national advertising.

Dimensions: Length 58'0" Height 18'0"
Height Above Grade/Roof to Top of Sign 78'0"
Total Square Foot Area 1,044

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Arrow Sign Company, Inc., No. 401 N. Trumbull Avenue, Chicago for the erection of an illuminated sign, 12'0" x 3'0" x 36 square feet, in dimension, on the front lawn of the Passionist Monastery, No. 5700 N. Harlem Avenue.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Federal Sign/Division Federal Signal Corporation, No. 140 E. Tower Drive, Burr Ridge, Illinois, for the installation of an illuminated sign 36'0" x 12'0", to project over the sidewalk on No. 9 W. Kinzie Street.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, Illinois for the erection of an illuminated sign, 48' x 14' x 672 sq. ft., in dimension, to project over private property in the parking lot at rear of No. 600 N. LaSalle Street.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 2053 N. Milwaukee Avenue, Jewel Food Store.

Dimensions: Length 16'0" Height 8'0"
Height Above Grade/Roof to Top of Sign 23'0"
Total Square Foot Area 128'

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Service is hereby directed to issue a permit to A. M. Carson Signs/Chicago Heights Carrier Electric Co., No. 2713 Jackson, South Chicago Heights, Illinois, for the installation of an illuminated sign 12'9" x 14'0" (100 sq. ft.) in dimension, on the premises known as No. 5133 W. North Avenue (McDonald's).

Said permit shall be issued and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corp. No. 140 E. Tower Drive, Burr Ridge, Illinois 60521 Butler Walker Oil Company, No. 6750 North Western, Chicago, Illinois 60645 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 8'0" Height 15'0"
Height Above Grade/Roof (to top of sign) 25'0"
Total Square Foot Area 120 Square Feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Buildings is hereby directed to issue a permit to Grate Signs, Inc., No. 4044 W. McDonough, Joliet, Illinois, for the installation of an illuminated revolving sign, 8'0" x 16'0" in dimension, on the premises known as No. 5351 S. Pulaski Road (Fair Muffler Shops).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of Inspectional Services is hereby authorized and directed to issue a sign permit to D/F Grate Signs, No. 4044 W. McDonough, Joliet, Illinois for the installation of an illuminated sign (double faced) 24'0" x 11'0" (130 sq. ft.) to project over the sidewalk at No. 5315 S. Pulaski Road (Green Light Restaurant and Lounge).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 5320 S. Pulaski Road, Jewel/Osco.

Dimensions: Length 12'8" Height 10'0"
Height Above Grade/Roof to (top of sign) 23'10"
Total Square Foot Area 128'

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a permit to Triangle Sign Company, Inc., No. 2724 S. Wentworth Avenue, Chicago, Illinois for the erection of an illuminated sign, 48 feet x 14 feet x 672 sq. ft., in dimension, to project over private property at No. 601 N. Wells Street.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a permit to Federal Signs, No. 140 E. Howard, Burr Ridge, Illinois 60521, for the erection of an addition to an existing sign, 3 feet high x 9 feet 3 inches wide, in dimension, to project over private property at Janson's Drive In, No. 9900 S. Western Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson Ltd./Chicago Heights Carrier Electric, 10 E. Sauk Trail, No. 2713 Jackson, South Chicago Heights, Illinois for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 6158 S. Western Avenue, McDonald's.

Dimensions: Length 12 feet 9 inches Height 14 feet
Height Above Grade/Roof to Top of Sign 54 feet
Total Square Foot Area 100 feet

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Ahern Sign Company, No. 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 5011 W. 63rd Street, Ray Buick.

Dimensions: Length 11 feet Height 11 feet
Height Above Grade/Roof to Top of Sign 36 feet
Total Square Foot Area 137 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., No. 1130 N. State Street, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 48 feet Height 14 feet
Height Above Grade/Roof to Top of Sign 35 feet
Total Square Foot Area 1,344 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., No. 1160 N. State Street, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 30 feet. Height 10 feet
Height Above Grade/Roof to Top of Sign 45 feet
Total Square Foot Area 300 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric, No. 2713 Jackson, South Chicago Heights, Illinois, for the installation of two illuminated signs 12 feet 9 inches x 14 feet (100 sq. ft.) and 8 feet x 2 feet (16 sq. ft.) on the premises known as No. 6560 S. Stony Island Avenue (McDonald's).

Said permits shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

*Failed to Pass--PROPOSED ORDINANCE FOR AMENDMENT OF CHICAGO
ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 9-L.
(Adverse Committee Recommendation).*

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of the Proceedings of December 27, 1982, pages 14578-14579, recommending that the City Council *Do Not Pass* a proposed ordinance, for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

Alderman Roti moved to *Concur In* the committee's recommendation. The question thereupon became: "*Shall the proposed ordinance Pass, notwithstanding the Committee's adverse recommendation?*" and the question being so 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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--47.

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

Said proposed ordinance which *Failed to Pass*, proposed to amend the Chicago Zoning Ordinance to reclassify a particular area, and is summarized as follows:

Reclassification of Area Shown on Map No. 9-L.

An ordinance to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District, the area bounded by

a line 90 feet north of and parallel to W. Eddy Street; N. Cicero Avenue; a line 146 feet 2 1/4 inches west of and parallel to N. Cicero Avenue (Map No. 9-L).

At this point in the proceedings Alderman Roti moved to postpone consideration of an ordinance amending Chapter 86 of the Municipal Code regarding qualifications for supervising electricians, deferred and published in the Journal of the Proceedings of December 27, 1982, pages 14571-14573, until the next succeeding regular meeting of the City Council on January 18, 1983.

The motion *Prevailed*.

**Ordinances Authorizing Execution of Video Game Room Concession
License Agreements between M & R Games, Inc. and City; and
Electronics, Inc. and City for Premises Located at
Chicago-O'Hare International Airport.**

On motion of Alderman Frost, the City Council took up for consideration the reports of the Committee on Finance, deferred and published in the Journal of Proceedings of December 27, 1982 pages 14526-14527 and 14542-14555 and on pages 14526 and 14528-14541, recommending that the City Council pass proposed ordinances authorizing the execution of video game room concession license agreements between M & R Games, Inc. and the City of Chicago and between Electronics, Inc. and the City for premises located at Chicago-O'Hare International Airport.

After debate on the said proposed ordinances, Alderman Frost *moved the Previous Question*.

The motion *Prevailed*.

Thereupon, on motion of Alderman Frost, the said proposed ordinances seemed to have *Failed to Pass* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Kellam, Stemberk, Ray, Hagopian, Martinez, Mell, Frost, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Clewis, Schuster, Stone--24.

Nays--Aldermen Bloom, Bertrand, Huels, Madrzyk, Streeter, Kelley, Marcin, Natarus, Oberman--9.

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

Alderman Kelley 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 said proposed ordinances were *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Kellam, Stemberk, Nardulli, Ray, Hagopian, Martinez, Gabinski, Frost, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Clewis, Schuster, Stone--26.

Nays--Aldermen Bloom, Bertrand, Huels, Madrzyk, Streeter, Kelley, Marcin, Natarus, Oberman, Volini--10.

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

The following are said ordinances as passed:

M & R Games Inc. and City of Chicago.

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner

of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between M & R Games Inc., and the City of Chicago for certain premises at Chicago O'Hare International Airport, said agreement to be in the following form:

[Agreement printed on pages 14864 - 14877 of this Journal.]

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

Electronics, Inc. and City of Chicago.

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Electronics, Inc., and the City of Chicago for certain premises at Chicago O'Hare International Airport, said agreement to be in the following form:

[Agreement printed on pages 14878 - 14891 of this Journal]

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

MISCELLANEOUS BUSINESS.

Presence of Visitors Noted.

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of a group of students from St. Gregory School. The students were warmly applauded and the Mayor invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Friday, the seventh, (7th) day of January, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the eighteenth (18th) day of January, 1983, 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.

(Continued on page 14892)

VIDEO GAME ROOM CONCESSION LICENSE AGREEMENT

This Agreement made this _____ day of _____, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and M & R GAMES, INC., an Illinois corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field (hereinafter referred to as "Airports"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Video Game Room areas with certain rights in the Airports Terminal Buildings; and

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

Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby demise unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport:

Space No. 2A-242-U1, consisting of 630 square feet, in Terminal 2;

as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating a Video Game Room concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Video Game Room on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor hereby grants to Licensee the right of first refusal to operate any game room areas that may be made available on the Concourse level adjoining the Terminal Building in which this Licensee is granted said License. Such additional areas will be subject to all the terms and covenants provided herein and shall be identified in Exhibits attached hereto and made a part hereof.

Article II

Term

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on _____.

In the event that air transportation operations are discontinued at one or more of the airports covered by this Agreement, then the terms and conditions of this Agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III

Fixed and Minimum Fees

A. Minimum and Percentages to be paid. During the term of this Agreement, Licensee agrees to pay Licensors the sum of \$16.00 per square foot per year for the demised area, with payment equal to one twelfth the fixed license fee of Eight Hundred Forty-and No/100 Dollars (\$840.00), due each month, in advance. In addition, as percentage license fee, Licensee agrees to pay Licensors a sum equal to 50% of gross receipts derived by Licensee from operation of O'Hare International Airport, provided, however the minimum percentage fee in the first year is to be One Hundred Thousand and No/100 Dollars (\$100,000.00) and in subsequent years to be 80% of the percentage fee of the previous year, but in no event to be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per year.

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

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum percentage fee for that month.

Licensee shall furnish a separate monthly report certified by an officer of Licensee of gross sales at each location at Chicago O'Hare International Airport, to the City Comptroller and the Commissioner of Aviation.

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

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

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) refunds made to customers due to dissatisfaction.

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

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

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

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by M & R Games, Inc., for the year ended _____ relating to the Video Game Room concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and M & R Games, Inc., dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

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

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

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require.

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

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

Article IV

General Description of the Concession

A. Merchandise. Licensee shall have the right at Chicago O'Hare International Airport to operate a Video Game Room concession. Licensee shall engage in no other business activity on the airports or premises.

Licensee shall be permitted to install and operate coin-activated game machines or devices of that kind, nature or type.

B. Specialty and/or Ethnic Shops/Other Video Game Room Concession. Licensor reserves the right at any time to enter into agreements with others including duty-free operators for the operation at the Airports of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to video game room, subject to the covenants of Article I, B herein.

Article V

Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present concession areas on the upper level at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the agreement by the City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Should enlarged and/or additional Video Game Room areas be needed during the first year of this agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

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

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

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

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

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

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

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

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor, however, Licensee may deduct such cost from the first payment made of additional percentage fee.

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

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

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

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

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

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public at least twelve (12) hours a day from 8:00 A.M. to 8:00 P.M., seven days per week, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for longer periods as directed in writing by said Commissioner of Aviation.

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

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

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

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

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

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

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

Article VII

Service to be Performed by the Licensor

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

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

Article VIII

Quality and Price Control

A. Services. Licensor agrees that Licensee's services, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; subject, however, to disapproval by the Commissioner of Aviation if, in the opinion of said parties, the

selection of games offered is inadequate in general or at any particular concession location, if the charges and rates are excessive or if any of said items is found to be objectionable for display and/or use in a public facility. The Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of the Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by the Licensor, under the provisions of Article XXIII.

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

Article IX

Cancellation by Licensee

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

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

Article X

Property Rights Upon Termination

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

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

Article XI

Damage or Destruction of Premises

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

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

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

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

Article XII

Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

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

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

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

Article XIII

Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concessions at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV

Indemnity

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

Article XV

Inspection

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

Article XVI

Ingress and Egress

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

Article XVII

Assignment and Subletting

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

Article XVIII

Signs

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

Article XIX

Redelivery

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

Article XX

Concessionaire's Bond

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI

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

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

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

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

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

Non-Discrimination in the use of the Premises by Licensee

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

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

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

Article XXII

Non-Waiver

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

Article XXIII

Default

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

Article XXIV

Independence of Agreement

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

Article XXV-

Rules, Regulations, Laws, Ordinances and Licenses

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

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

Article XXVI

Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 8707 Skokie Boulevard, Skokie, Illinois 60077 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII

Paragraph Headings

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

Article XXVIII

Invalid Provisions

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

Article XXIV

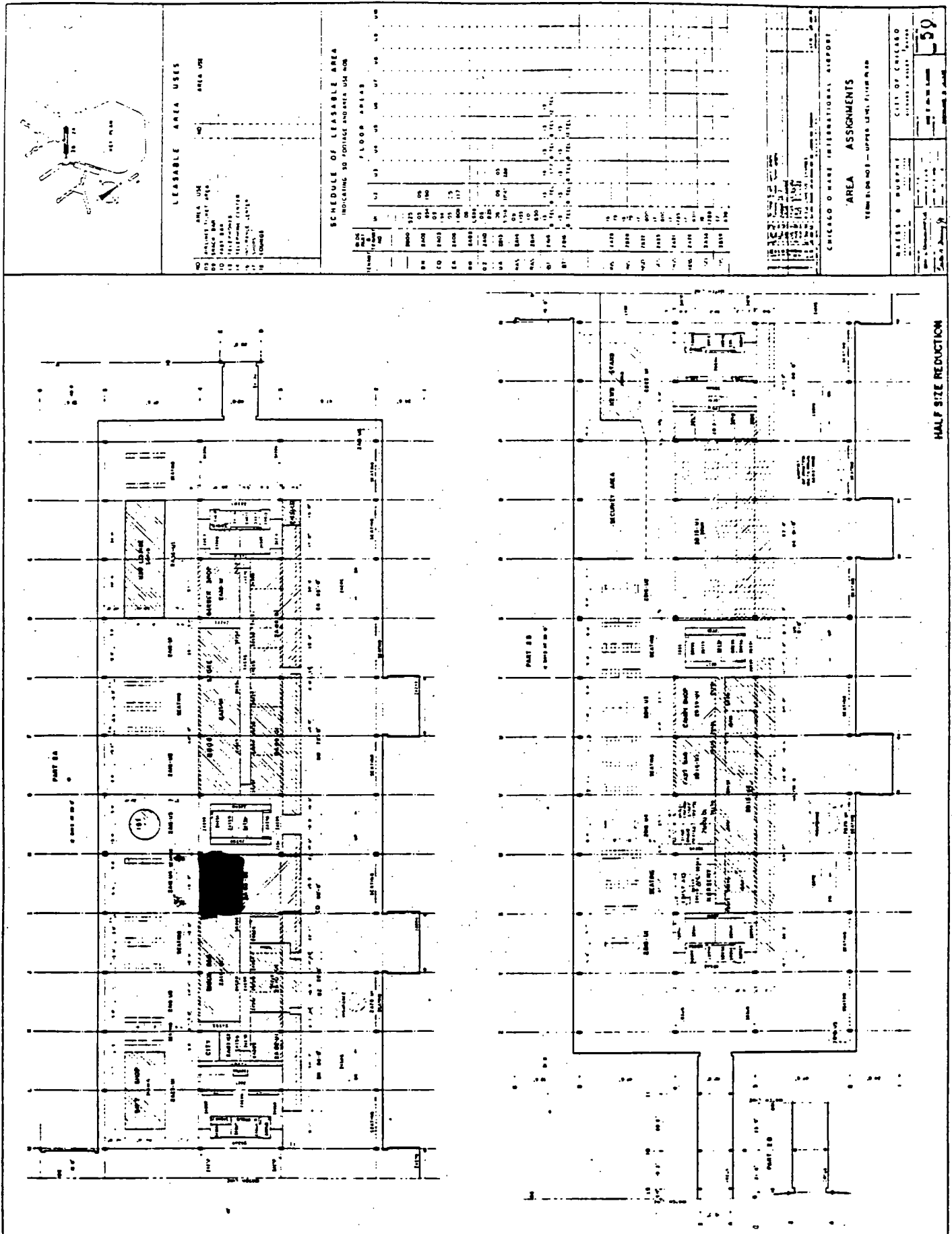
Prohibition of Recordation

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

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

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

[Signature forms omitted for printing purposes.]



VIDEO GAME ROOM CONCESSION LICENSE AGREEMENT

This Agreement made this _____ day of _____, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and ELECTRONICS, INC., an Illinois corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field (hereinafter referred to as "Airports"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Video Game Room areas with certain rights in the Airports Terminal Buildings; and

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

Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby demise unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport:

Space No. 3A-00-U3, consisting of 630 square feet, in Terminal 3;

as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating a Video Game Room concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Video Game Room on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor hereby grants to Licensee the right of first refusal to operate any game room areas that may be made available on the Concourse level adjoining the Terminal Building in which this Licensee is granted said License. Such additional areas will be subject to all the terms and covenants provided herein and shall be identified in Exhibits attached hereto and made a part hereof.

Article IITerm

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on _____.

In the event that air transportation operations are discontinued at one or more of the airports covered by this Agreement, then the terms and conditions of this Agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III

Fixed and Minimum Fees

A. Minimum and Percentages to be paid. During the term of this Agreement, Licensee agrees to pay Licensor the sum of \$16.00 per square foot per year for the demised area, with payment equal to one twelfth the fixed license fee of Eight Hundred Forty-and No/100 Dollars (\$840.00), due each month, in advance. In addition, as percentage license fee, Licensee agrees to pay Licensor a sum equal to 50% of gross receipts derived by Licensee from operation of O'Hare International Airport, provided, however the minimum percentage fee in the first year is to be One Hundred Thousand and No/100 Dollars (\$100,000.00) and in subsequent years to be 80% of the percentage fee of the previous year, but in no event to be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per year.

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

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum percentage fee for that month.

Licensee shall furnish a separate monthly report certified by an officer of Licensee of gross sales at each location at Chicago O'Hare International Airport, to the City Comptroller and the Commissioner of Aviation.

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

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

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) refunds made to customers due to dissatisfaction.

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

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

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

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Electronics Inc., for the year ended _____ relating to the Video Game Room concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and Electronics, Inc., dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

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

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

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require.

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

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

Article IV

General Description of the Concession

A. Merchandise. Licensee shall have the right at Chicago O'Hare International Airport to operate a Video Game Room concession. Licensee shall engage in no other business activity on the airports or premises

Licensee shall be permitted to install and operate coin-activated game machines or devices of that kind, nature or type.

B. Specialty and/or Ethnic Shops/Other Video Game Room Concession. Licensor reserves the right at any time to enter into agreements with others including duty-free operators for the operation at the Airports of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to video game room, subject to the covenants of Article I, B herein.

Article V

Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present concession areas on the upper level at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the agreement by the City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Should enlarged and/or additional Video Game Room areas be needed during the first year of this agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

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

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

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

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

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

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

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

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor, however, Licensee may deduct such cost from the first payment made of additional percentage fee.

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

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

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

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

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

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public at least twelve (12) hours a day from 8:00 A.M. to 8:00 P.M., seven days per week, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for longer periods as directed in writing by said Commissioner of Aviation.

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

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

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

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

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

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

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

Article VII

Service to be Performed by the Licensor

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

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

Article VIII

Quality and Price Control

A. Services. Licensor agrees that Licensee's services, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; subject, however, to disapproval by the Commissioner of Aviation if, in the opinion of said parties, the

selection of games offered is inadequate in general or at any particular concession location, if the charges and rates are excessive or if any of said items is found to be objectionable for display and/or use in a public facility. The Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of the Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by the Licensor, under the provisions of Article XXIII.

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

Article IX

Cancellation by Licensee

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

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

Article X

Property Rights Upon Termination

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

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

Article XI

Damage or Destruction of Premises

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

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

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

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

Article XII

Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

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

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

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

Article XIII

Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concessions at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV

Indemnity

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

Article XV

Inspection

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

Article XVI

Ingress and Egress

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

Article XVII

Assignment and Subletting

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

Article XVIII

Signs

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

Article XIX

Redelivery

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

Article XX

Concessionaire's Bond

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI,

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

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

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

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

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

Non-Discrimination in the use of the Premises by Licensee

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

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

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

Article XXII

Non-Waiver

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

Article XXIII

Default

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

Article XXIV

Independence of Agreement

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

Article XXV

Rules, Regulations, Laws, Ordinances and Licenses

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

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

Article XXVI

Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 1405 West Diversey Parkway, Chicago, Illinois 60614 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII

Paragraph Headings

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

Article XXVIII

Invalid Provisions

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

Article XXIV

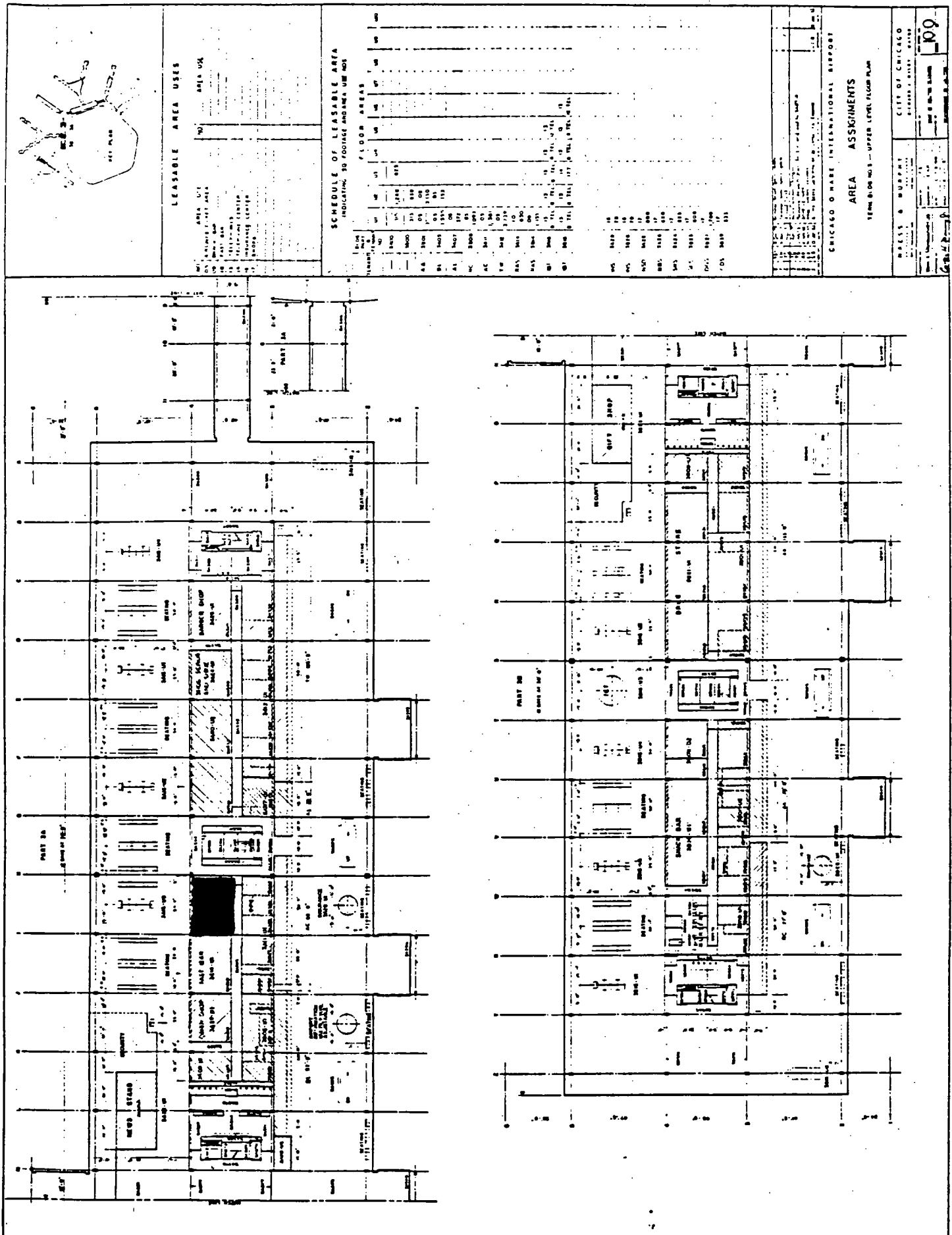
Prohibition of Recordation

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

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

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

[Signature forms omitted for printing purposes.]



(Continued from page 14863)

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, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--47.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, January 18, 1983, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.