

COPY



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

Regular Meeting—Wednesday, November 9, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr.

Absent--Aldermen Majerczyk, Stemberk, Laurino, Stone.

Call to Order.

On Wednesday, November 9, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--44.

Quorum present.

On motion of Aldermen Madrzyk, Cullerton and Schulter, respectively, it was ordered noted in the Journal that Aldermen Majerczyk, Laurino and Stone were absent due to illness.

Invocation.

Alderman Danny K. Davis, 29th Ward, opened the meeting with prayer.

Tribute to Late George Stanley "Papa Bear" Halas.

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, George Stanley Halas, Sr., founder and owner of the Chicago Bears National Football League Club, died at the age of 88 in his Chicago home following a long illness against which he struggled mightily and valiantly, on October 31, 1983; and

WHEREAS, George Halas, better known as "Papa Bear" lived and worked his entire life in the City of his birth, Chicago, where he nurtured the Chicago Bears and professional football into the immensely popular sports and entertainment industry we know today; and

WHEREAS, George Halas, the son of a shopkeeper and tailor, grew up on Chicago's west side, attended Crane Technical High School and the University of Illinois at Champaign-Urbana, where he distinguished himself as a three sport letterman in football, basketball and baseball; and

WHEREAS, While serving in the Navy during World War I, Mr. Halas played on a football team comprised of former college athletes, and that experience inspired him to create a professional football league that would draw on the talents of former collegiate players; and

WHEREAS, After a brief but notable career in professional baseball, Mr. Halas turned his attention to the development of a professional football circuit, initially convincing A. E. Staley, owner of a Decatur, Illinois starch works, to finance a team, and on September 17, 1920, Mr. Halas was one of seven men who gathered in a Canton, Ohio, automobile showroom to form the American Professional Football Association, the forerunner of the National Football League; and

WHEREAS, With George Halas as coach, the Decatur Staleys compiled a 12-1 record in 1920, their first season. The following year, the Staley's moved to Chicago's Wrigley Field, and in 1922 the team became the Chicago Bears, with Mr. Halas as owner, coach and player; and

WHEREAS, In his capacities as coach and player over five decades, Mr. Halas led the Chicago Bears, "The Monsters of the Midway," to five of their seven NFL Championships; compiled an all-time coaching record of 320 wins, 148 losses and 31 ties for a .673 winning percentage; garnered numerous individual, team and league records; and was responsible for several major rules changes and game innovations which directly contributed to the excitement and popularity of the professional football style of play; and

WHEREAS, Throughout their splendid gridiron history, Chicago Bear teams have included many of the game's prominent players including Red Grange, Bronko Nagurski, Sid Luckman, Gale Sayers, Dick Butkus and Walter Payton, and 20 former Bear players, including Mr. Halas, are enshrined in the professional football Hall of Fame; and

WHEREAS, George Halas, one of the nation's leading sports figures, always recognized his duty as a citizen and Chicago civic leader, serving again in the Navy during World War II, and later on numerous boards and committees where he generously contributed his time, energy and talents for the betterment of the City he loved; and

WHEREAS, George Halas, generally acknowledged as "the father of the National Football League" throughout his life displayed the kind of grit, determination, hard work, loyalty, generosity and compassion that are synonymous with the City of Chicago; and

WHEREAS, George Halas advised, "Never go to bed a loser" and to the last he lived all the days of his life fully and fiercely, saying "I play to win. I always have played to win. I always shall play to win. I speak no praise for the good loser, the man who says; 'Well, I did my best.' "; and

WHEREAS, George Halas was a loving husband, father and grandfather, and he is survived by his daughter, Mrs. Virginia McCaskey, and 13 grandchildren; now, therefore,

Be It Resolved, That the Mayor of Chicago and the Members of the City Council assembled this 9th day of November, 1983 hereby express their heartfelt condolences to the family of George S. Halas, Sr., the members of the Chicago Bears football team and organization, and the many friends of Mr. Halas; and

Be It Further Resolved, That we hereby express our deep appreciation to George Halas, our "Papa Bear," who inspired and delighted us with his accomplishments both on and off the football field, established a unique and proud Chicago tradition, and left the nation a rich and enduring legacy; and

Be It Further Resolved, That a copy of this resolution be suitably prepared and presented to the family of George S. Halas, Sr., as a token of the admiration, respect and gratitude of the Mayor of Chicago, the Members of the City Council, and the citizens of Chicago.

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

On motion of Alderwoman Volini (seconded by Alderman Frost) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Honorable Harold Washington, Mayor, then spoke regarding the "greater than life" stature of George Halas and called him an innovator and pathfinder. He typified the "City of Big Shoulders". The Mayor then introduced Mrs. Virginia McCaskey, Mr. Halas' daughter, who was accompanied by Michael Howlett. Mrs. McCaskey was presented with a framed parchment of the resolution about her father. She thanked the Mayor and the City Council for the honor accorded her father and spoke of her father as a citizen of Chicago.

At this point in the proceedings Alderman Burke asked that the Mayor, and City Council congratulate

Alderman Kotlarz on having just taken the oath as an attorney after passing his Bar exams. The alderman also mentioned and introduced his wife Ann who also had just taken the oath.

**Philanthropists Bernard Mitchell, A. N. Pritzker and Arthur Rubloff
Recognized for Generous Contributions to University of
Chicago Medical Center.**

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Three illustrious Chicagoans are the principal benefactors of the University of Chicago Medical Center's Renewal Campaign, with \$22.5 million pledged for the construction of new patient care facilities completed and dedicated in 1983; and

WHEREAS, Bernard Mitchell's inspired generosity provided \$14.5 million to build the Bernard Mitchell Hospital; and

WHEREAS, A. N. Pritzker has added \$3 million to previous family contributions established to benefit the Division of the Biological Sciences and the Pritzker School of Medicine; and

WHEREAS, Arthur Rubloff contributed \$5 million to create the Rubloff Intensive Care Tower; and

WHEREAS, Each of these three philanthropists has stimulated the generosity of others, generating many hours of volunteer service and millions of dollars to improve the quality and dignity of life for all Chicagoans; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago assembled this 9th day of November, 1983, hereby recognize the singular, generous philanthropy of each man, Bernard Mitchell, A. N. Pritzker and Arthur Rubloff, and the value of their gifts totaling \$22.5 million presented to the University of Chicago Medical Center's Renewal Fund.

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

On motion of Alderman Bloom (seconded by Alderman Natarus) the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Alderman Hutchinson introduced exchange students from Quebec, Canada who are affiliated with Mendel High School. The guests were warmly applauded.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

***Referred*--PROPOSED ORDINANCE CEDING CITY'S AUTHORITY
TO ISSUE MORTGAGE REVENUE BONDS TO ILLINOIS
HOUSING DEVELOPMENT AUTHORITY, ETC.**

Honorable Harold Washington, 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

November 9, 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 Housing, I herewith transmit an ordinance ceding the City of Chicago's authority to issue mortgage revenue bonds to the Illinois Housing Development Authority for the year 1983 remaining after the reservation of \$10,000,000 for the issuance of home improvement bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO SUPPLEMENT ORDINANCE
PROVIDING FOR ISSUANCE OF INDUSTRIAL REVENUE
BOND FOR JOHN O. BUTLER CO.

Honorable Harold Washington, 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

November 9, 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 supplementing a November 13, 1981 ordinance providing for the issuance of an industrial revenue bond in the amount of \$5,500,000 for the construction of a project by John O. Butler Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
FIRST AMENDMENT TO LOAN AGREEMENT FOR EnBRCO, INC.

Honorable Harold Washington, 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

November 9, 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 authorizing the execution and delivery of a First Amendment to the Loan Agreement for the EnBrco., Inc. industrial revenue bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT
AGREEMENT, ETC. REGARDING ISSUANCE OF LAND
WRITE-DOWN FOR HELIX, LTD.

Honorable Harold Washington, 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

November 9, 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 approval of a Redevelopment Agreement and a cooperative Redevelopment Agreement regarding the issuance of a Land Write-Down in the amount of approximately \$21,130 to assist Helix Ltd. in the acquisition of property, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute the aforesaid agreements on behalf of the City. The proposed project will create approximately forty-eight (48) new jobs in Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION
OF REDEVELOPMENT AGREEMENT FOR MADISON
STREET PARTNERSHIP.

Honorable Harold Washington, 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

November 9, 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 authorizing the Acting Commissioner of Economic Development to enter into and execute a Redevelopment Agreement on behalf of the City of Chicago by which the City will loan \$350,000.00 to Madison Street Partnership for the purchase of capital equipment as a part of a business expansion program at facilities located at 832-856 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF
APPLICATION WITH H.U.D. FOR U.D.A.G. IN AMOUNT OF
\$1,000,000.00 WHICH CITY WILL LOAN TO RELIANCE
BUILDING ASSOC.

Honorable Harold Washington, 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

November 9, 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 Planning, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development from which the City will loan \$1,000,000.00 to Reliance Building Associates, an Illinois limited partnership, to assist in the rehabilitation of the Reliance Building into a mixed use commercial/rental complex, and in the event the application is accepted, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION
WITH H.U.D. FOR U.D.A.G. IN AMOUNT OF \$1,430,000.00
WHICH CITY WILL LOAN TO RIVER HOUSE ASSOC.

Honorable Harold Washington, 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

November 9, 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 Planning I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development from which the City will loan \$1,430,000.00 to River House Associates to assist in construction of a 9-story mixed use commercial/residential building along the west side of the North Branch of the Chicago River just south of the Fulton Street bridge in the West Town Community, and in the event the application is accepted, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

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COMMUNICATIONS, ETC.

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*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF
APPLICATION WITH H.U.D. FOR U.D.A.G. IN AMOUNT OF
\$718,500 WHICH CITY WILL LOAN TO 310 PEORIA
BUILDING CORP.

Honorable Harold Washington, 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

November 9, 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 Planning I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development from which the City will loan \$718,500 to the 310 Peoria Building Corporation to assist in the rehabilitation and expansion of a vacant structure at 310 South Peoria Street and in the event the application is accepted, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*TWO PROPOSED RESOLUTIONS CONCERNING
REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS AND EMERGENCY JOBS ACT FUND
TO CITY'S EMERGENCY FOOD PROGRAM.

Honorable Harold Washington, 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

November 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Human Services and the Budget Director, I transmit herewith two resolutions concerning the reprogramming of Community Development Block Grant Funds and Emergency Jobs Act Funds to the City's Emergency Food Fund Program.

Your favorable consideration of these resolutions will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*TWO PROPOSED ORDINANCES TO ESTABLISH NEW
ENTERPRISE ZONES IN SPECIFIED LOCATIONS.

Honorable Harold Washington, 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

November 9, 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 two ordinances establishing two new enterprise zones in the City of Chicago.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION AND
RECONVEYANCE OF PROPERTIES FOR URBAN HOMESTEADING
PROGRAM.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 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 Housing, I am transmitting herewith copies of an ordinance, "Authorizing Acquisition and Reconveyance of Properties for the Urban Homesteading Program."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF
ROOSEVELT-WESTERN BLIGHTED COMMERCIAL AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 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 approving the designation of the Roosevelt-Western Blighted Commercial Area.

November 9, 1983

COMMUNICATIONS, ETC.

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Also enclosed are certified copies of the Resolution adopted by the Commercial District Development Commission at a meeting on July 26, 1983 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) HAROLD WASHINGTON,
Mayor.

*Referred--*TWO PROPOSED ORDINANCES TO APPROVE DESIGNATION OF
71st-JEFFERY BLIGHTED COMMERCIAL AREA, ETC.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 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 copies of ordinances approving the designation of the 71st-Jeffery Blighted Commercial Area, and approving the Redevelopment Plan for the 71st-Jeffery Blighted Commercial Area.

Also enclosed are certified copies of the Resolutions adopted by the Commercial District Development Commission at meetings on July 26 and October 18, 1983 authorizing the Commissioner to request City Council approval of the ordinances referred to above.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE SALE OF
NO. 9723 S. JEFFERY TO MS. DORIS REDD.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 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 Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Sale of 9723 South Jeffery to Ms. Doris Redd."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE TRANSFER OF PARCEL ROW-1
IN PROJECT 87TH AND MACKINAW TO DEPT. OF PUBLIC WORKS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition and Disposition:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Department of Urban Renewal, I transmit herewith an ordinance approving the transfer of Parcel ROW-1, Project 87th and Mackinaw to the Department of Public Works.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF EASEMENT
AGREEMENT BETWEEN CITY AND COMMONWEALTH EDISON CO.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition and Disposition:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Fire Commissioner, I transmit herewith an ordinance approving and authorizing the execution of an Easement Agreement by the Mayor on behalf of the City of Chicago, with Commonwealth Edison Company.

The Agreement will provide an easement for driveway purposes adjacent to the Fire Station at 3401 North Elston Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
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:

*Referred--*BIDS FOR SALE OF CITY-OWNED AND BOARD OF
EDUCATION PROPERTY.

The City Clerk transmitted communications from Walter K. Knorr, City Comptroller, under dates of October 28 and 31, 1983, which read as follows:

City-Owned Property.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at Nos. 110-120 N. LaSalle Street, Parking Site No. 8, which was authorized by ordinance passed September 26, 1979, page 929, Council Journal.

Transmitted herewith seven (7) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at No. 320 N. LaSalle Street, Parking Site No. 9, which was authorized by ordinance passed September 26, 1979, page 929, Council Journal.

Transmitted herewith seven (7) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at Nos. 200-218 E. Grand Avenue/533-537 N. St. Clair Street, Parking Site No. 10, which was authorized by ordinance passed September 26, 1979, page 929, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at No. 3542 W. Fullerton Avenue, Fire Station, which was authorized by ordinance passed July 27, 1983, page 879, Council Journal.

Transmitted herewith eleven (11) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at No. 540 W. Washington Boulevard, Fire Station, which was authorized by ordinance passed July 27, 1983, page 879, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to an advertisement for sale of City-owned property at No. 4002 W. Wilcox Street, Fire Station, which was authorized by ordinance passed July 27, 1983, page 879, Council Journal.

Board of Education Property.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to an advertisement for sale of City-owned property at No. 8101 S. LaSalle Street, Hookway School, for the Board of Education which was authorized by ordinance passed for the Board of Education.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

City-Owned Property.

*Nos. 110-120 N. LaSalle St.
(Parking Site No. 8).*

Downtown Parking Stations, Inc., 188 W. Randolph Street, Suite 1905, Chicago, Illinois 60601: Amount bid \$1,375,000.00, deposit check \$137,500.00 (certified check);

Charles L. Strobeck, c/o Strobeck, Reiss & Company, 134 S. LaSalle Street, Suite 1600, Chicago, Illinois 60603: Amount bid \$2,500,000.00, deposit check \$250,000.00 (cashier's check);

*No. 320 N. LaSalle St.
(Parking Site No. 9).*

Allright Parking Chicago, Inc., 444 N. Michigan Avenue, Chicago, Illinois 60611: Amount bid \$7,000,000.00, deposit check \$700,000.00 (cashier's check);

320 North LaSalle Street Parking Garage Partnership, 208 S. LaSalle Street, Suite 1630, Chicago, Illinois 60604: Amount bid \$5,455,000.00, deposit checks \$272,750 and \$272,750, totalling \$545,500 (cashier's checks);

General Auto Service, P.O. Box 6615, Chicago, Illinois 60680: Amount bid \$2,550,000.00, deposit check \$255,000.00 (cashier's check);

W. H. Johnson, 3301 S. Laramie Avenue, Chicago, Illinois 60650: Amount bid \$4,150,000.00, deposit check \$415,000.00 (certified check);

James Pappas and John Daros, c/o Alfred W. Wieher, Attorney, 180 N. LaSalle Street, Suite 1720, Chicago, Illinois 60601: Amount bid \$3,000,000.00 deposit check \$300,000.00 (cashier's check);

320 LaSalle Joint Venture, 111 E. Wacker Drive, Chicago, Illinois 60601: Amount bid \$5,650,000.00, deposit check \$565,000.00 (cashier's check);

The Lurie Company, 120 S. LaSalle Street, Chicago, Illinois 60603: Amount bid \$6,010,000.00, deposit check \$601,000.00 (cashier's check);

*Nos. 533-537 N. St. Clair St./Nos. 200-218 E. Grand Av.
(Parking Site No. 10).*

533-37 North St. Clair Street Parking Garage Partnership, 55 E. Monroe Street, Suite 3512, Chicago, Illinois 60603: Amount bid \$1,307,000.00, deposit check \$130,700.00 (cashier's check);

Ohio-St. Clair Garage Corporation, c/o Sam. D. Kaplan, 188 W. Randolph Street, Suite 1905, Chicago, Illinois 60601: Amount bid \$800,000.00 deposit check \$80,000.00 (certified check);

General Auto Service, P.O. Box 6615, Chicago, Illinois 60680: Amount bid \$1,250,000.00, deposit check \$125,000.00 (cashier's check);

Carylon Corporation, 1000 S. Western Avenue, Chicago, Illinois 60612: Amount bid \$2,500,000.00, deposit check \$250,000.00 (certified check);

Mr. LaVon Tarr, 1860 E. 75th Street, Chicago, Illinois 60649: Amount bid \$1,200,427.00, no deposit check enclosed;

Hai Chung, 210 E. Ohio Street, Chicago, Illinois 60606: Amount bid \$1,000,000.00, deposit check \$100,000.00 (cashier's check);

326 S. Wells Corporation, 222 W. Adams Street, Room 1000, Chicago, Illinois 60606: Amount bid \$1,100,000.00, deposit check \$110,000.00 (cashier's check);

*No. 3542 W. Fullerton Av.
(Fire Station).*

Olympic Carpet & Maintenance Company, Inc., c/o Angelo W. Karras, Attorney, 120 W. Madison Street, Chicago, Illinois 60602: Amount bid \$25,000.00, deposit check \$2,500.00 (certified check);

Bennett L. Wintroub, 3551 W. Fullerton Avenue, Chicago, Illinois 60647: Amount bid \$30,000.00, deposit check \$3,000.00 (cashier's check);

Cells Christian Ministry, c/o John W. Mauk, Attorney, 7 S. Dearborn Street, Suite 1207, Chicago, Illinois 60603: Amount bid \$15,000.00, deposit check \$1,500.00 (cashier's check);

Brynn Jon Jensen, 2301 N. Lamon Avenue, Chicago, Illinois 60639: Amount bid \$10,000.00, deposit check \$1,000.00 (personal check);

*No. 540 W. Washington St.
(Fire Station).*

Gene J. Shapiro, 205 W. Randolph Street, Suite 1750, Chicago, Illinois 60606: Amount bid \$160,000.00, deposit check \$16,000.00 (certified check);

Sheppard L. Eisenberg, 2645 Lake Avenue, Wilmette, Illinois 60091: Amount bid \$91,001.00, deposit check \$9,100.10 (treasurer's check);

John C. Melaniphy, Jr., 1 N. LaSalle Street, Chicago, Illinois, 60602: Amount bid \$121,500.00, deposit check \$12,150.00 (certified check);

Clinton Street Partnership, c/o Philip J. Schiller, 33 N. Dearborn Street, Suite 1030, Chicago, Illinois 60602: Amount bid \$175,000.00, deposit check \$17,500.00 (certified check);

540 West Washington Partnership, 111 W. Washington Street, Suite 1320, Chicago, Illinois 60602: Amount bid \$120,024.00, deposit check \$12,002.40 (cashier's check);

John N. Rentas, 880 N. Lake Shore Drive, Apt. 7G, Chicago, Illinois 60611: Amount bid \$140,000.00, deposit checks \$5,000.00 and \$9,000.00, totalling \$14,000.00 (certified check and cashier's check);

George DeLeonardis, c/o McCarthy & Toomey, 111 W. Washington Street, Chicago, Illinois 60602: Amount bid \$85,000.00, deposit check \$8,500.00 (certified check);

Murray L. and Edith Altman, 222 S. Jefferson Street, Chicago, Illinois 60606: Amount bid \$90,000.00, deposit check \$9,000.00 (certified check);

Allen L. Grant and Alan T. Schencker, c/o Grant and Schencker, P.C., 179 W. Washington Boulevard, Chicago, Illinois 60602: Amount bid \$95,000.00, deposit check \$9,500.00 (cashier's check);

Manas Properties, Inc., Attn.: Alan M. Manas, 180 N. Wacker Drive, No. 330 Chicago, Illinois 60606: Amount bid \$130,500.00, deposit check \$13,050.00 (cashier's check);

Future Management, Ltd., P.O. Box 5351, Chicago, Illinois 60606: Amount bid \$300,000.00, deposit checks each \$5,000.00 totalling \$30,000.00 (cashier's checks);

*No. 4002 W. Wilcox St.
(Fire Station).*

Oscar J. Collins, c/o Evergreen Missionary Baptist Church, 1844 W. 13th Street, Chicago, Illinois 60608: Amount bid \$15,500.00, deposit check \$1,550.00 (certified check);

Jesse L. Gray, 3845 W. Adams Street, Chicago, Illinois 60624: Amount bid \$12,500.00, deposit check \$1,250.00 (cashier's check);

West Section Club, 1241 S. Kolin Avenue, Chicago, Illinois 60624: Amount bid \$13,000.00, deposit check \$1,300.00 (treasurer's check);

Norman Jackson, 3029 W. Lexington Street, Chicago, Illinois 60612: Amount bid \$2,000.00, deposit check \$200.00 (money order);

Board of Education Property.

*No. 8101 S. LaSalle St.
(Hookway School).*

R.D. Henton Evangelistic Foundation, 8101 S. LaSalle Street, Chicago, Illinois 60620: Amount bid \$225,000.00, deposit check \$22,500.00 (cashier's check).

Acceptance and Bond Under Ordinance.

Also an acceptance and bond of Children's Memorial Hospital, under an ordinance passed on July 27, 1983 (conduit); filed on November 4, 1983.

**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 October 31, 1983, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 8, 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 October 31, 1983 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 8, 1983.

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:

*Certification as to Amount of City's Contribution to Laborers' and
Retirement Board Employees' Annuity and Benefit Fund.*

A communication from James Capasso, Jr., Secretary, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the city's contribution to the fund for the year 1984.--*Referred to the Committee on Finance.*

Zoning Reclassification of Particular Area.

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

James R. Sneider--to classify as a C1-1 Restricted Commercial District instead of a B5-2 General Service District the area shown on Map No. 22-D bounded by

E. 87th Street; a line 520.0 feet east of and parallel to S. Greenwood Avenue; a line from a point of intersection at 520 feet east of and perpendicular to S. Greenwood Avenue and 434.0 feet south of and perpendicular to E. 87th Street to a point of intersection at 604.80 feet east of and perpendicular to S. Greenwood Avenue and 631.5 feet south of and parallel to E. 87th Street; a line east 631.5 feet south of and parallel to E. 87th Street; a line 295.81 feet east of and parallel to S. Greenwood Avenue; a line 311.50 feet south of and parallel to E. 87th Street; and S. Greenwood Avenue.

Claims Against City of Chicago.

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

Adams Edwin R., Aetna Life & Casualty and Bodins, Inc., American Fire & Cas. and Pathum Mamniparnratna;

Bates Rodman A., Bolden Jimmie, Borum Jonna, Britton James, Burroughs M.T. Mrs.;

Coe Edna L.;

Deis Ronald C., DiSilvestro Theresa;

Farmers Ins. Group and Jeanine Phillips, Fehringer Robert, Ferjan Evonka;

Gonzales Marguerite;

Hambrick Ruth, Harvey Iris E.;

Jewell Lillian;

Kitchens T. Mrs., Kogutkiewicz Rose, Koslowski John J.;

Lewis Darryl, Liberty Mut. and Robert Boisacy, Lombardo Josephine;

Maryland Cas. Co. and John Jacobs, McDowell William, Messina Emil, Mills Elliza Mae, Moore Leon;

Nathaniel Gloria;

Owens Pauline;

Prudential Property & Cas. Ins. Co. and Donald Steckhan;

Quality Systems Corp.;

Rinas Kevin L., Rothschild Henry Mrs.;

Schwarz Lori, Smith Oscar, Standard Mut. Ins. Co. and James Demos, State Farm Ins. and William Ystrom;

Teco Electric Co., Traversa Linda M.;

Valenti Michael V.;

Wagner Josephine D., Washington Clark, Westcott Colleen Sue, Williams Isa M.;

Yonan Cyrus Jr.

Referred--REQUEST FOR PERMIT TO ERECT SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

Also a communication from Chas. B. Sheehan, Jr., President, James D. Ahern & Company, requesting the issuance of permit to erect a double-faced sign/signboard at No. 222 E. 47th Street.--*Referred to the Committee on Zoning.*

Referred--REQUEST BY C.T.A FOR AUTHORITY TO CONSTRUCT AND
MAINTAIN BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

Also a communication from F. E. Barker, Director, Street Traffic Section, Operations Planning Department, Chicago Transit Authority, requesting approval of an ordinance transmitted therewith to construct and maintain three (3) bus passenger shelters at specified locations.--*Referred to the Committee on Local Transportation.*

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Execution of Redevelopment Agreement and Cooperative Redevelopment
Agreement Authorized Between City and Kennicott Brothers Co.
for Project Located at No. 2660 N. Clybourn Av.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement and cooperative redevelopment agreement between City of Chicago and Kennicott Brothers Company, an Illinois corporation for land write-down assistance for a project located at No. 2660 N. Clybourn Avenue.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--44.

Nays--None.

Alderman Burke 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 resolution dated September 14, 1983, has approved a redevelopment project for the use of Kennicott Brothers Company, Incorporated, an Illinois corporation (hereinafter referred to as "Redevelopers"), which obligates the City of Chicago to assist the redevelopers in the acquisition of a redevelopment project tract, and which obligates the redeveloper to rehabilitate and conform the existing improvements located on the redevelopment tract for use as a combined manufacturing, processing, distribution, and office facility, which is expected to result in the additional employment of approximately twelve (12) persons within thirty-six (36) months of closing; and

WHEREAS, The Department of 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 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 which will obligate the City of Chicago to assist the redevelopers in the acquisition of a parcel of land consisting of approximately 147,762 square feet located at 2660 North Clybourn Avenue in the City of Chicago, and legally described as follows:

[Legal description printed on page 3192 of this Journal.]

And which will obligate the redevelopers to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, processing, distribution, and office facility, costing approximately Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 being in substantially the following form:

This Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois ("City"), and Buyer, Kennicott Brothers Company, having its office located at 1317 West Randolph Street, Chicago, Illinois 60607.

W I T N E S S E T H:

Whereas, the DED was established February 10, 1982, by ordinance of the City Council of the City as the successor agency to the Economic Development Commission; and

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

Whereas, The DED 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 DED, pursuant to the Chicago Plan for Economic Development has by resolution dated September 14, 1983 approved a cooperative redevelopment agreement with seller, LaSalle National Bank, not personally but as a trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09, for the development of a parcel of land consisting of approximately 3.39 acres located at 2660 North Clybourn Avenue, Chicago, Illinois, and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of sale and purchase agreement dated July 25, 1983, by and between LaSalle National Bank, as trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09, as Seller and Kennicott Bros. Co. as Purchaser ("Sale Agreement"), which grants to Kennicott Bros. Company the right to purchase the redevelopment parcel from LaSalle National Bank, as trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09; and

Whereas, it is the intention of the City to operate in the acquisition of the Redevelopment Parcel and sale to Kennicott Bros. Company, which will require an expenditure by the DED in the amount of approximately \$73,836.00 in acquisition costs (at a price of \$.50 per square foot to be adjusted by a survey at closing); and

Whereas, the City and LaSalle National Bank, as trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09, have executed an agreement on this date which obligates Kennicott Bros. Co. good and merchantable title to the redevelopment parcel described fully in Exhibit I for the sum of approximately \$676,164.00 to be paid for by the buyer, plus a sum of approximately \$73,836.00 to be paid by the City through the DED (at a price of \$.50 per square foot), at the closing to seller; and

Whereas, the expenditure of the DED 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 and 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 hereby agrees, in consideration of the buyer executing this redevelopment agreement and agreeing to be bound by its terms, to pay the sum of approximately \$73,836.00 (at a price of \$.50 per square foot to be adjusted by survey at closing) to seller to assist buyer 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

Buyer shall rehabilitate and conform the existing improvements located on the redevelopment parcel for its use as a combined manufacturing, processing, distribution and office facility of approximately 147,762 square feet costing approximately \$750,000.00 exclusive of equipment and machinery. Any plans and specifications for renovation or rehabilitation of 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

(Continued on page 3193)

A TRACT OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE) WITH THE EXTENSION NORTHEASTERLY OF THE CENTER LINE OF A 17 INCH WALL OF A BRICK BUILDING, SAID INTERSECTION BEING 1137.93 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 30 AND BEING ALSO 1162.94 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; AND RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 129.50 FEET TO A POINT 1008.43 FEET SOUTHEASTERLY OF SAID INTERSECTION OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE WITH THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 30; THENCE SOUTHWESTERLY A DISTANCE OF 730.79 FEET TO A POINT 1296 FEET SOUTH AND 71.67 FEET EAST OF THE NORTH AND WEST LINES RESPECTIVELY OF SAID SOUTHEAST 1/4 OF SECTION 30; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 08 MINUTES FROM NORTHEASTERLY TO SOUTHEASTERLY WITH LAST DESCRIBED COURSE A DISTANCE OF 117.47 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 40 MINUTES 30 SECONDS FROM NORTHWESTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE A DISTANCE OF 160.68 FEET, SAID LINE ALSO BEING THE CENTER LINE OF COLUMNS AND SAME EXTENDED SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 36 MINUTES 30 SECONDS FROM SOUTHWESTERLY TO SOUTHEASTERLY A DISTANCE OF 3.44 FEET; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF COLUMNS AND ITS EXTENSIONS SOUTHWESTERLY AND NORTHEASTERLY A DISTANCE OF 92.20 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 46 MINUTES FROM SOUTHWESTERLY TO SOUTHEASTERLY WITH LAST DESCRIBED COURSE ALSO BEING THE SOUTHEASTERLY FACE OF A ONE STORY BRICK BUILDING AND ITS EXTENSION NORTHWESTERLY A DISTANCE OF 61.22 FEET TO THE NORTHWESTERLY FACE OF A ONE STORY CONCRETE BLOCK BUILDING; THENCE NORTHEASTERLY PERPENDICULAR TO LAST DESCRIBED COURSE A DISTANCE OF 13.78 FEET; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY FACE OF SAID CONCRETE BLOCK BUILDING AND ITS EXTENSION NORTHEASTERLY A DISTANCE OF 200.18 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 96 DEGREES 49 MINUTES 08 SECONDS FROM SOUTHWESTERLY TO SOUTH TO SOUTHEASTERLY WITH LAST DESCRIBED COURSE A DISTANCE OF 51.53 FEET TO A POINT ON THE EXTENSION OF THE SOUTHWESTERLY FACE OF A 12 INCH WALL; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 83 DEGREES 40 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE A DISTANCE OF 53.17 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 138.60 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 120 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 219.35 FEET TO THE SOUTHEASTERLY FACE OF A 17 INCH WALL TO A BRICK BUILDING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY FACE OF SAID WALL AND PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 6.42 FEET TO THE CENTER LINE OF SAID 17 INCH WALL; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF SAID WALL AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 1.88 FEET; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID WALL AND ALONG THE SAME EXTENDED A DISTANCE OF 113.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 147,130 SQUARE FEET OR 3.38 ACRES

(Continued from page 3191)

(a) Conveyance of the property shall be accomplished through an escrow to be established by the parties heretowith.

(b) Buyer shall cause the deed to be filed for recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall in any event be closed no later than ____.

Section IV. Evidence of Financing

Buyer 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 of Improvements

The construction of the improvements as described in Section II hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing. Buyer 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 preparation of the improvements thereon as described in Section II hereof, and that any construction and all preparation of the improvements 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 and enforceable by the City against buyer and its successors and 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 will furnish buyer with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction and termination of the covenants in this agreement with respect to the obligations of buyer and its successors 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 shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by buyer, provide buyer with a written statement indicating in adequate detail, how buyer 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 for buyer to take or perform in order to obtain the certification subject to the provisions of Section XIII hereof.

Section VIII. Restriction on Use

Buyer 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, it shall not discriminate upon the basis of color, race, 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 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

Buyer will not, prior to the completion of the improvements as set forth in Section II, as certified by the City, 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 prior written approval of the City, except buyer 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, neither buyer 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 purpose only of obtaining, (a) funds to the extent necessary for constructing and equipping and improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price by buyer for the property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs, 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 nor buyer, 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 forced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request 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 or in breach of this agreement, or any of its terms or conditions, by any party thereto, 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 sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not 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, buyer 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 seller in conformance with the sale agreement and this agreement, then this agreement and rights of buyer in this agreement, at the

option of the City be terminated by the City. In the event that seller does not tender conveyance or possession of the property as provided in this agreement and the sale agreement, then this agreement, at the option of the buyer shall be terminated.

C. Subsequent to Conveyances. In the event that buyer 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 upon written notice within thirty (30) days after discovery of such default or breach shall, unless buyer shall commence to cure or remedy the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option to recover from buyer an amount equal to the monies paid by the City pursuant to Section I hereof, as well as interest in the sum of ten (10%) percent, computed from the day of delivery of funds to buyer made under this agreement to the day of return of such funds by buyer to the City.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach 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 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 the 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 with respect to any specific default by buyer under this section be considered or treated as a waiver of the rights of the City with respect to the particular default except to the extent specifically waived in writing.

Section XIV. Conflict of Interest; City's Representative Not Individually Liable

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

Section XV. Provision Not Merged with Deed

No provision of this agreement is intended to or shall be merged by reason of any deed transferring title to the redevelopment parcel to buyer or any successor in interest and any such deed shall not be deemed to affect or impair the provision and covenants of this agreement.

Section XVI. Equal Employment Opportunity

Buyer for itself and its successors and assigns, agrees that during the construction of the improvements provided in Section II of this agreement:

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

(b) Buyer 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 color, race, religion, sex or national origin.

(c) Buyer will include the provisions of Paragraphs (a) and (b) 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.

Section XVII. Employment

Buyer will use its best efforts to increase its total employment to approximately 95 employees at the project location with thirty-six (36) months of closing.

In Witness Whereof, the City has cause this agreement to be duly executed in its name and behalf by the DED and buyer has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

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 the redevelopers a redevelopment agreement in such form and for such consideration that they may mutually agree to obligate the redevelopers to rehabilitate and conform the existing building on the redevelopment parcel for use as a combined manufacturing, processing, distribution, and office facility, and which will obligate the City of Chicago to execute the necessary documents with LaSalle National Bank, not personally, but as trustee under trust agreement dated July 15, 1958 and known as Trust No. 10-8810-09, in order to cause it to convey to the redevelopers good and merchantable title to the redevelopment parcel, said cooperative redevelopment agreement being in substantially the following form:

This Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois, ("City"), and LaSalle National Bank, as trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09, having its offices at 135 South LaSalle Street, in the City of Chicago, Illinois, as seller.

WITNESSETH:

Whereas, the DED was established on February 10, 1982, by ordinance of the City Council of the City of Chicago; and

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

Whereas, the DED 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 DED of the City, pursuant to the Chicago Plan for Economic Development, has by resolution dated the 14th day of September, 1983, approved a co-operative redevelopment project agreement with seller for the redevelopment of a parcel of land consisting of approximately 3.39 acres located at 2660 N. Clybourn Avenue, Chicago, Illinois, and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED of Chicago has received a copy of sale and purchase Agreement ("Sale Agreement"), dated July 25, 1983, by and between LaSalle National Bank, as trustee under trust agreement dated July 15, 1958, and known as Trust No. 10-8810-09, as seller, and Kennicott Brothers Company, as purchaser, which grants Kennicott Brothers Company the right to purchase the redevelopment parcel from seller; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the redevelopment parcel by and sale to Kennicott Brothers Company, which will require an expenditure by the DED in an amount of approximately \$73,836.00 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 Kennicott Brothers Company to purchase the redevelopment parcel from seller for the approximate sum net of the expenditure by the DED, of \$676,164.00; and

Whereas, the expenditure required by the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce from funds obtained pursuant 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. Seller agrees to perform the following:

(a) Use its reasonable efforts to have buyer execute with the City a redevelopment agreement in such form and for such consideration as it may mutually agree to obligate buyer to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility of 147,762 square feet at a cost of approximately \$750,000.00, exclusive of equipment and machinery, which, it is anticipated by the buyer, will result in the employment within the ensuing thirty-six (36) months of approximately 16 additional persons.

(b) Execute the necessary documents in order to convey to buyer in accordance with the sale agreement, this agreement and the redevelopment agreement, good and merchantable title as set forth in the sale agreement to the redevelopment parcel located at 2660 North Clybourn Avenue, Chicago, Illinois, as fully described in Exhibit I hereto attached, comprising of approximately 3.39 acres for a sum of approximately \$73,836.00, (at a price of \$.50 per square foot to be adjusted by survey at closing), to be paid by the City, through the DED, plus the sum of approximately \$676,164.00 to be paid by the buyer, all of which is to be paid into escrow at closing for the benefit of the seller; provided, however, that neither the City nor buyer shall have any legal or equitable interest in the redevelopment parcel until the sale has closed and seller has been paid the total price of approximately \$750,000.00.

(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

2. The City, by and through the DED, agrees to perform the following:

(a) Execute with buyer a redevelopment agreement in such form in such consideration they may mutually agree to obligate buyer to rehabilitate and conform the existing improvement located on the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 147,762 square feet, exclusive of equipment and machinery, which, it is anticipated by buyer, will result in the employment within thirty-six (36) months of closing of approximately 16 additional persons.

(b) Execute the necessary documents with seller in order to cause it to convey to buyer in accordance with the sale agreement, this agreement and the redevelopment agreement, good and merchantable title as set forth in the sale agreement to the redevelopment parcel located at 2660 North Clybourn Avenue, Chicago, Illinois, as fully described in Exhibit I hereto attached, comprising of approximately 3.39 acres for the sum of approximately \$676,164.00, plus a sum of approximately \$73,836.00 (at a price of \$.50 per square foot to be adjusted by survey at closing) to be paid by the City, through the DED, all of which is to be paid into an escrow at closing for the benefit of the seller; provided, however, that neither the City nor buyer shall have any legal or equitable interest in the redevelopment parcel until the sale has closed, and seller has been paid the total price of approximately \$750,000.00.

(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 _____, 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 and seller 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) A redevelopment agreement shall have been executed by and between the City and buyer in such form as they may agree which will obligate buyer to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 147,762 square feet, costing approximately \$750,000.00 exclusive of equipment and machinery, which is anticipated by buyer to result in the additional employment of approximately ____ additional persons within thirty-six (36) months of closing.

5. It is hereby agreed between the parties that upon due performance by seller of its obligations set forth in paragraph 1 above, seller has no further obligation to the City with respect to the transaction contemplated by this agreement.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED SEPTEMBER 9, 1983 UNDER
TRUST NO. 10-8810-09.

This instrument is executed by LaSalle National Bank, not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Bank are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Bank by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

ROBERT MIER, Acting Commissioner
Department of Economic Development

LASALLE NATIONAL BANK, as
Trustee under Trust Agreement
dated July 15, 1958 and known
as Trust No. 10-8810-09, and
not personally

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

**Execution of Redevelopment Agreement Authorized Between City and
Lincoln Park Health Center Partnership for Acquisition and
Rehabilitation of Property at No. 2437 N. Southport Av.**

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

WHEREAS, The City Council of the City of Chicago, by ordinance passed August 10, 1983, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Sheffield community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-83-AA-17-0133 which provides for a loan of grant funds to LaSalle National Bank, as trustee for the benefit of Lincoln Park Health Center Partnership as developer, in the amount of \$1,441,000.00 to assist in the acquisition and rehabilitation of realty into a geriatric center which will create expanded employment in the Sheffield community; now, therefore,

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

SECTION 1. The Acting Commissioner of Housing 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 obligates the City of Chicago upon the granting of sufficient

security, to lend \$1,441,000.00 of Urban Development Action Grant funds to trustee for the purpose of assisting in the acquisition and renovation of the facility located at 2437 North Southport in the Sheffield community of the City of Chicago; and which redevelopment agreement obligates Lincoln Park Health Center Partnership as sole beneficiary of the aforesaid trust to acquire and rehabilitate the Southport property by expending approximately \$9,300,000.00 in private funds; and further obligates Lincoln Park Health Center Partnership to use its best efforts to create 175 new, permanent job opportunities as represented in the original application for funds, to said Lincoln Park Health Center Partnership.

The Acting Commissioner of the Department of Housing is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the redevelopment agreement, said redevelopment agreement being in substantially the form attached hereto as Exhibit A.

SECTION 2. The amount of \$1,441,000.00 of the funds received by the City of Chicago pursuant to the grant agreement by and between the United States Department of Housing and Urban Development and the City of Chicago is hereby appropriated to be loaned for the Lincoln Park Health Center Partnership.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

[Exhibit A printed on pages 3200 through 3211 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--44.

Nays--None.

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

**Industrial Revenue Bond Authorized for R. P. Weiner and
Co. for Project Located at No. 900 W. 40th St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond in the amount of \$1,300,000 for a construction project by R. P. Weiner and Company located at No. 900 W. 40th Street.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--44.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly constituted and existing municipality and home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

(Continued on page 3212)

EXHIBIT A

REDEVELOPMENT AGREEMENT

AGREEMENT, made in Chicago, Illinois this ____ day of _____, 1983, between the CITY OF CHICAGO ("City") by and through its Department of Housing, having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604 and LINCOLN PARK HEALTH CENTER PARTNERSHIP, an Illinois limited partnership with offices at 900 West Jackson Boulevard, Chicago, Illinois 60607, and LA SALLE NATIONAL BANK, as Trustee under Trust No. 100565.

W I T N E S S E T H:

WHEREAS, the Department of Housing of the City of Chicago has as its primary purpose the maintenance, development and rehabilitation of sound, safe and sanitary housing in the City of Chicago through development and redevelopment activities; and

WHEREAS, it is the intention of Lincoln to rehabilitate a building at 2437 North Southport and to construct 119 apartments, for the elderly and a minimum 79,500 square foot skilled nursing care facility, which together will constitute a geriatric center; and

WHEREAS, the Department of Housing has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to partially finance the rehabilitation of the housing and skilled nursing care facilities; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant Number B-83-AA-17-0133 (the "UDAG Grant") which provides that \$1,441,000.00 may be lent to Lincoln for the above purposes; and

WHEREAS, Lincoln desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein, to lend said amount to Lincoln.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. DEFINITIONS

The following terms shall be defined, for purposes of this Redevelopment Agreement as follows:

1.1 "Property" shall mean the land and building located at 2437 North Southport, Chicago, Illinois.

1.2 "Project" shall mean the Property together with the geriatric center being developed by Lincoln.

1.3 "Lender" shall mean Citibank, N.A. with offices at 200 South Wacker Drive, Chicago, Illinois 60606 ("Citibank"), or the internal funds of Lincoln or any equivalent lenders.

1.4 "Citibank Loan" shall mean the first mortgage construction loan and term loan being made by Lender.

1.5 "Syndication" shall mean the sale of equity interests in Lincoln to persons or entities other than Rudolph Tessler or William Levy prior to the time the Project is placed in service.

1.6 "UDAG Grant Agreement" shall mean the Agreement Numbered _____ and dated _____, 1983 between the Secretary of Housing and Urban Development and the City.

1.7 "La Salle" shall mean La Salle National Bank not personally but as Trustee under Trust Agreement dated January 15, 1979 and known as Trust Number 100565, which Trust is the record title holder of the Property and the beneficiary of which is Lincoln.

1.8 "Project Architect" shall mean Shayman & Salk Co. or any architect substituted by Lincoln.

1.9 "Loan" shall mean collectively the construction loan and permanent loan as hereinafter described.

SECTION II. CONSIDERATION

In consideration of Lincoln executing this Redevelopment Agreement and agreeing to be bound by its terms, the City hereby agrees to loan funds received pursuant to the UDAG Grant in accordance with the terms set forth herein.

SECTION III. LOAN AGREEMENT

3.1 The City shall loan to Lincoln and Lincoln shall borrow from the City, subject to the following terms and conditions, the Loan:

(a) Construction Loan:

(i) The principal amount of the construction loan shall be \$1,441,000.00.

(ii) During the term of the construction loan interest only at the rate of six (6%) percent per annum shall accrue on the outstanding principal balance of the construction loan from time to time. Upon conversion of the construction loan to the permanent loan (as hereinafter provided) accrued interest shall be capitalized and added to the principal balance of the construction loan.

(iii) The construction loan term will commence upon the initial disbursement by the City of Loan proceeds and shall have a maturity date of the last date of the month in which construction of the Project is completed, but in no event later than January 1, 1985, subject to the force majeure provisions set forth in Paragraph 15.1 hereof.

(b) Permanent Loan:

(i) The amount of the permanent loan shall be the aggregate of (x) the principal balance disbursed under the construction loan (which in no event shall exceed \$1,441,000.00) plus (y) interest accrued on the principal amount advanced from time to time under the construction loan as set forth above.

(ii) The term of the permanent loan shall be seven (7) years commencing on the first day of the month following completion of construction of the Project; subject to the right of Lincoln to extend the term in the event of refinancing as hereinafter provided.

(iii) Interest on the permanent loan shall be paid at the rate of six (6%) percent per annum for the first five (5) years of the permanent loan term and at the rate of eight (8%) percent per annum for the balance of the term of the permanent loan.

(iv) During the first two (2) years of the permanent loan term no payment of either principal or interest shall be required. On the commencement date of the third year of the permanent loan term interest which has accrued for the first two years shall be capitalized and added to the principal balance of the permanent loan. Monthly payments of principal and interest on said new balance shall thereafter be made commencing on the first day of the following month based on a twenty (20) year amortization schedule at the interest rates set forth in subparagraph (iii) hereof.

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(v) Upon the maturity of the permanent loan the outstanding principal balance together with all accrued interest thereon shall be due and payable.

(c) Prepayment. Lincoln shall have the right to prepay the outstanding principal balance and accrued interest on the Loan at any time without premium or penalty.

(d) Extension of Loan Term. In the event of a refinancing or refinancings of the Citibank Loan the term of the permanent loan shall be extended to a maturity date equal to the maturity date of such refinanced loan; provided that (i) any such refinancing does not exceed the original principal balance of the Citibank Loan (except as set forth in subparagraph (g) hereof) and (ii) in no event shall the term of the permanent loan be extended in excess of twenty (20) years from the date of commencement of the term of the permanent loan. The City agrees that in the event of any such refinancing or refinancings it shall execute such documents as may be required to reflect the continued subordination of the Loan to any such refinancings.

(e) Participation in Net Cash Flow. During such time as the Loan shall remain outstanding Lincoln agrees that in addition to the payments of principal and interest required under the Loan, Lincoln shall pay the City as additional interest an amount equal to twenty (20%) percent of Net Cash Flow (as hereinafter defined) in excess of \$480,000.00 per calendar year; provided, however, that Lincoln shall not be required to pay the City any such additional interest until such time as cumulative Net Cash Flow for all prior years commencing as of the date hereof shall equal \$480,000.00 per year. Net Cash Flow as defined herein shall mean all operating revenues of Lincoln with respect to the Project less debt service payments, real estate taxes, reasonable operating expenses including a management fee not to exceed four (4%) percent and depreciation expenses.

The determination of Net Cash Flow shall be made by Lincoln's certified public accountant and any payment required to be made to the City by Lincoln hereunder shall be made within 120 days after the expiration of each calendar year during the term of the Loan. In the event the Loan is repaid by Lincoln any and all rights of the City to participate in Net Cash Flow shall terminate.

(f) Due on Sale. The entire outstanding principal balance of the Loan and all accrued interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, dissolution or liquidation of Lincoln, or upon the sale, exchange, transfer, sale under foreclosure or other disposition of the Project.

(g) Participation in Refinancing Proceeds. Lincoln also agrees that in the event of a refinancing of the Citibank Loan in which the Loan is not paid off Lincoln shall pay the City twenty-five (25%) percent of the Net Proceeds (as hereinafter defined) in excess of \$3,200,000.00; provided, however, that this provision shall not be applicable in the event of a call and/or take out provision in the Citibank Loan. In the event of a refinancing under which the Loan is not retired the City agrees to execute such documents as may be required to reflect the continued subordination to any such refinancing loan. Net Proceeds as used herein shall be defined to be all proceeds received by Lincoln from such new loan less (i) the repayment of the first mortgage, if applicable, (ii) the amount of the Loan, (iii) Lincoln's documented reasonable costs of refinancing and (iv) repayment of Lincoln's documented equity contributed to the Project.

(h) Participation in Syndication Proceeds. In the event of a Syndication Lincoln shall pay to the City twenty-five (25%) percent of the Syndication Proceeds (as hereinafter defined) in excess of \$3,200,000.00. Syndication Proceeds as used herein shall be defined as proceeds received by Lincoln from a Syndication less (i) Lincoln's equity in the Project (being the amount of cash invested by Lincoln, the fair market value of the Property and any losses incurred by Lincoln) (ii) Lincoln's documented reasonable costs of syndication, and (iii) repayment of Lincoln's documented equity contributed to the Project.

(i) Additional Terms and Provisions of the Loan:

(i) The Loan shall be evidenced by a Note executed by LaSalle and secured by a junior deed of trust or mortgage in favor of the City executed by LaSalle upon all land, buildings, plant, fixtures, equipment and other assets of Lincoln comprising the Project. The junior deed of trust and mortgage shall also contain standard provisions protecting the interest of a second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the junior deed of trust or mortgage and the unpaid principal balance and interest under the Loan shall be due and payable. The Loan shall only be subordinated to the security interests under the Citibank Loan and any refinancings of the same in accordance with the provisions contained in this Agreement.

(ii) To the extent permitted by law all of the personal property described in the mortgage shall be deemed to be fixtures and part of the Property. As to any part of such personal property not deemed or permitted to be fixtures, the mortgage shall

constitute a security agreement under the Illinois Uniform Commercial Code. As additional security for the Loan, the City shall receive a conditional assignment of the operating leases covering the operation of the Project.

(iii) The mortgage shall also require that Lincoln deliver to the City within 120 days after the expiration of each calendar year annual statements prepared by a certified public accountant reflecting (x) gross income of the Project, (b) Net Cash Flow as defined in this Agreement and (c) any amount due the City in accordance with the terms and provisions of this Agreement.

(iv) The repayment of the Loan and completion of the Project shall be unconditionally and irrevocably guaranteed by Lincoln; provided, however, that Lincoln's liability under such guaranty shall be limited to the assets of Lincoln and the general partners of Lincoln shall not incur any personal liability under said guaranty.

3.2 Conditions Precedent to Disbursement of the Loan. No disbursements of grant funds shall be made by the City until such time as:

(a) Lincoln has certified to the City and the United States Department of Housing and Urban Development that it has sufficient funds on hand or immediately available to it to complete the "Redevelopment Plan" as described herein, and has identified the source of such funds.

(b) All governmental approvals and permits necessary for the Project shall have been obtained.

(c) There shall have been furnished to the City a commitment for title insurance for a current form ALTA Construction Loan Policy ("Title Commitment") issued by Chicago Title Insurance Company or other title insurer acceptable to the City (the "Title Company") in form satisfactory to the City establishing that the Title Company will be prepared, upon completion of the Project, to issue its ALTA-1970 Form Loan Policy (the "Policy") in the amount of the Loan insuring that La Salle is the owner of the Property and that the City shall be the holder of a mortgage lien on the premises of the Project, free of encumbrances other than the Citibank Loan and the exceptions to title set forth on Exhibit "C" attached hereto or otherwise approved by the City.

(d) The City shall have been furnished insurance policies in companies, forms and amounts and with coverages reasonably

satisfactory to the City, insuring the Project against loss or damage by fire or other casualty, under the "all risk" form of coverage with extended coverage and for such other hazards as the City may reasonably require. Said policies shall contain mortgage clauses, satisfactory to City, naming the City as second mortgagee. Such policies shall not be cancellable, terminable or subject to amendment without thirty (30) days' written notice to the City.

3.3 Construction Disbursements. Upon the completion of the conditions precedent set forth in Paragraph 3.2, grant funds shall be drawn and disbursed on the following basis.

(a) Draw requests for loan proceeds shall be made on a monthly draw basis on AIA forms, certified to and approved by the Project Architect or such other certifying official as may be approved by Lincoln and the City.

(b) Disbursements shall be paid out of grant funds by the City in an amount proportionate to the total costs of the Redevelopment Project, including debt and equity financing of NINE MILLION SEVEN HUNDRED SIX THOUSAND SEVEN HUNDRED AND NO/100 (\$9,706,700.00) DOLLARS but in no event greater than a ratio of ONE AND NO/100 (\$1.00) DOLLAR of grant funds for every SIX AND 14/100 (\$6.14) DOLLARS of non-grant funds.

(c) Loan disbursements shall be made on the basis of work completed and in place, a stage basis or a voucher, paid receipts or other evidence of payment or any combination of the same.

(d) Lincoln agrees that it will use the proceeds of the Loan solely for Qualified Rehabilitation Expenditures.

SECTION IV. REDEVELOPMENT PLAN

4.1 Redevelopment Plan. Lincoln shall rehabilitate the Property located at 2437 North Southport, Chicago, Illinois for use as a geriatric center with a 248 bed skilled nursing care facility and 119 apartments for the eliderly, expending approximately \$9,906,700.00 in private funds and approximately \$2,206,700.00 shall be equity funds inclusive of acquisition costs. Lincoln shall diligently pursue the redevelopment of the Property in accordance with the Schedule set forth in Exhibit "D", as amended to the UDAG Grant Agreement. The redevelopment of the Property shall commence on October 15, 1983 and shall be substantially completed on or before December 1, 1984, subject to the force majeure provisions of Paragraph 15.1 hereof.

4.2 Employment. Upon completion of the redevelopment plan, Lincoln shall use its best efforts to establish 175 positions,

of which 41 positions would be filled by low and moderate income persons.

SECTION V. EVIDENCE OF FINANCING

No later than fourteen (14) days after the execution of this Redevelopment Agreement, Lincoln shall furnish the City with evidence reasonably acceptable to the City that Lender has committed to lend to Lincoln the principal sum of \$7,500,000.00 for rehabilitation of the Property. Lincoln shall also furnish to the City evidence reasonably satisfactory to the City that it has available equity funds in an amount not less than \$2,206,700.00 inclusive of acquisition costs of the Property.

SECTION VI. MAINTAINING RECORDS AND RIGHTS TO INSPECT

All books, records and other documents relating directly to the receipt and disbursement of the above described Loan shall be subject to the right of access by any duly authorized representative of the Department of Housing or the Secretary of Housing and Urban Development, or of the Comptroller General of the United States for the purpose of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting the Loan, and until the final settlement and conclusion of all issues arising out of the Loan or under this Redevelopment Agreement or the related UDAG Agreement.

SECTION VII. ACCESS TO PROJECT

For the period set forth in Section IV, any duly authorized representative of the Department of Housing or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Project.

SECTION VIII. NO ASSIGNMENT OR SUCCESSION

No transfer of Loan funds by the City to Lincoln shall be made or be deemed an assignment of the UDAG Grant funds, and Lincoln shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant Agreement.

SECTION IX. HOUSING AND URBAN DEVELOPMENT

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be

deemed "material" within the meaning of said provision, if it cancels or reduces any developmental, construction, job creating, or financial obligation of Lincoln by more than ten (10%) percent; or if it changes the situs or character of the Project, or if it increases any time for performance by more than ten (10%) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

SECTION X. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement or in the UDAG Grant Agreement nor any act of the Secretary of Housing and Urban Development or of the City, or of any of the parties, shall be deemed or construed by any of the parties or by third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of Housing and Urban Development.

SECTION XI. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

SECTION XII. CERTIFICATE OF COMPLETION

Promptly after completion by Lincoln of the Redevelopment Plan described above, the City will furnish Lincoln with appropriate instruments so certifying. The certification by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Lincoln and their successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certificate shall be in such form as will enable it to be recorded. If the City shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by Lincoln provide Lincoln with a written statement indicating in adequate detail how Lincoln 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 Lincoln to make or perform in order to obtain the certificate.

SECTION XIII. RESTRICTIONS ON USE

During the term of the Loan provided for in Section II of this Agreement, Lincoln shall devote the Project as housing for the elderly and for skilled nursing home purposes.

SECTION XIV. MORTGAGEES 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 Property or any part thereof, but not including: (a) any other party who thereafter obtains title to the property from or through such holder; or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself, shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section IV or to guarantee such completion, nor shall any covenant or any other provisions be construed to so obligate such holder to devote the project to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

SECTION XV. DELAY IN PERFORMANCE

15.1 Permitted Extensions. Neither the City nor Lincoln nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of the improvements, in the event of a 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 (including an extension of the maturity date of the construction loan) shall be extended for the period of such delay, as reasonably determined by the City, if the party seeking the extension shall request it in writing of the other party.

15.2 No Waiver By Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action 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; nor shall any waiver in fact made by the City with respect to any specific default by Lincoln under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Lincoln under this Section, or with respect to the particular default except to the extent specifically waived in writing.

SECTION XVI. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the City shall have any personal interest direct, or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or

the interests of any corporation, partnership, or association in which he is directly or indirectly interested, nor be liable to Lincoln or any successor in interest in the event of any default or breach by the City for any amount which may become due to Lincoln or their successors or assigns on any obligation under the terms of this Agreement.

SECTION XVII. EQUAL EMPLOYMENT OPPORTUNITY

Lincoln and its successors and assigns agree that during the term of the Loan:

(a) They will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Lincoln shall take affirmative action to ensure the 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. Lincoln agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Lincoln will in all solicitations or advertisements for employees placed by or on their behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex, or national origin.

(c) Lincoln will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of their contractors so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

SECTION XVIII. AGREEMENT TO SUBORDINATE

The City agrees that it will execute and deliver such further documents as shall be necessary or required in order to subordinate the lien of the Loan to the liens of private lenders, Citibank, N.A. or any authorized replacement lenders pursuant to the

terms of this Agreement. The Department of Housing may execute such documents, it being understood that time is of the essence with respect thereto.

SECTION XIX LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein no general partner of Lincoln shall be personally liable by reason of any default which may occur in the performance of any of the terms hereunder required to be performed by Lincoln and the remedy of the City shall be limited solely to the Project and the assets of Lincoln.

IN WITNESS WHEREOF, the City of Chicago and Lincoln have caused this Agreement to be duly executed as of the day and year first above provided.

CITY OF CHICAGO

Approved as to form and
Legality

Its:

By: _____
Its: _____

LINCOLN PARK HEALTH CENTER
PARTNERSHIP, an Illinois limited
partnership

By: _____
WILLIAM LEVY, General Partner

By: _____
RUDOLPH TESSLER, General Partner

LA SALLE NATIONAL BANK, as Trustee
under Trust Agreement NO. 100565

ATTEST: _____

BY: _____
TITLE: _____

(Continued from page 3199)

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

WHEREAS, As a result of negotiations between the issuer and R. P. Weiner & Co., an Illinois corporation (the "Owner"), contracts have been or will be entered into by the owner for the acquisition, rehabilitation and equipping of an industrial development project (the "Project") to be located at 900 West 40th Street in the City of Chicago, Illinois and it is proposed that the Issuer shall enter into a loan agreement dated as of November 1, 1983 (the "Loan Agreement") with the owner pursuant to which the Issuer shall lend to the owner a portion of the funds required to accomplish such acquisition, rehabilitation and equipping, and the issuer is willing to issue its industrial development revenue bonds to finance the project upon terms which will be sufficient to pay a portion of the cost of the acquisition, rehabilitation and equipping of the project as evidenced by such industrial development revenue bonds, all as set forth in the details and provisions of the loan agreement; and

WHEREAS, It is estimated that the costs of the project, including costs relating to the preparation and issuance of the industrial development revenue bonds, will be not less than \$1,300,000; and

WHEREAS, The project will be of the character and will accomplish the purposes provided by the enabling ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The issuer proposes to sell the industrial development revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bonds (R. P. Weiner & Co. Project) 1983 Series" upon a negotiated basis to the purchaser hereinafter named; now, therefore,

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

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

"Bond Purchase Agreement" means the bond purchase agreement dated as of November 1, 1983 among the Issuer, the owner and the purchaser.

"Indenture" means the indenture of trust dated as of November 1, 1983 between the issuer and the trustee.

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

"Loan Agreement" means the loan agreement dated as of November 1, 1983 between the Issuer and the Owner.

"Mortgage" means the mortgage dated as of November 1, 1983 from the owner to the issuer.

"1983 Series Bonds" means the 1983 Series Bonds authorized to be issued hereunder.

"1983 Series Note" means the 1983 Series Note provided for in Section 4.2 of the loan agreement wherein the owner promises to make installment payments in satisfaction of the owner's debt to the issuer under the loan agreement.

"Ordinance" means this ordinance.

"Owner" means R. P. Weiner & Co., an Illinois corporation.

"Penalty Rate" is defined in the indenture.

"Prime Rate" is defined in the indenture.

"Project" means the industrial development project described in Exhibit A to the loan agreement.

"Purchaser" means Lake Shore National Bank, in its individual capacity.

"Reimbursements" means the reimbursements required to be paid to the holders of the 1983 Series Bonds in the event that interest on the 1983 Series Bonds becomes subject to federal income tax, as provided in the Indenture.

"Security Agreement" means the security agreement dated as of November 1, 1983 from the owner, as debtor, to the issuer, as secured party.

"Trustee" means Lake Shore National Bank as trustee under the indenture, and its successors in trust.

SECTION 2. Authorization of the Project. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the project shall be and is hereby authorized to be financed as described herein. The estimated cost of the project is not less than \$1,300,000, which will be provided by the issuance of the 1983 Series Bonds hereinafter authorized and the loan of the proceeds thereof to the owner. It is hereby found and declared that the financing of the project and the use thereof by the owner as hereinafter provided is necessary to accomplish the public purposes described in the preambles hereto, and that in order to further secure the 1983 Series Bonds, the mortgaging of the project and the assignments of the 1983 Series Note, the security agreement, the loan agreement and the mortgage by the issuer to the trustee is necessary and proper.

SECTION 3. Authorization and Payment of 1983 Series Bonds. For the purposes of financing the cost of the project, there shall be and there is hereby authorized to be issued by the issuer its industrial development revenue bonds (R. P. Weiner & Co. Project) 1983 Series in the aggregate principal amount not to exceed \$1,300,000. The 1983 Series Bonds shall be issued in the forms and denominations set forth in the indenture, shall be dated (except as otherwise provided in the indenture) as of the date of their original issue, shall be numbered as provided in the indenture, shall bear interest on the unpaid principal thereof, on the first day of each month commencing December 1, 1983 to and including May 1, 1991, at a floating rate equal to 73% of the prime rate and shall be payable in eighty-nine (89) equal monthly principal installments of \$10,111.10 each that become due on December 1, 1983 and on the first day of each month thereafter to and including April 1, 1991 and a final payment of \$400,112.10 on May 1, 1991. In the event that interest on the Bonds becomes subject to federal income tax, interest thereon shall thereafter accrue at the adjusted rate and delinquent payments shall bear interest at the penalty rate. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the indenture.

Principal, interest and any premium and reimbursements shall be payable at the principal office of the trustee in Chicago, Illinois, except as otherwise provided in the indenture.

The 1983 Series Bonds may be prepared in typewritten, printed or engraved form.

The 1983 Series Bonds shall be signed by the Mayor by manual or facsimile signature and attested to by the manual signature of the City Clerk of the issuer, and the corporate seal of the issuer shall be affixed thereto or imprinted thereon. The 1983 Series Bonds shall contain a recital that they are issued pursuant to the Enabling Ordinance.

SECTION 4. 1983 Series Bonds Are Limited Obligations. The 1983 Series Bonds, together with any premium, reimbursements and interest thereon, shall be limited obligations of the issuer secured by pledge under the indenture of the loan agreement, the 1983 series note, the security agreement and the mortgage; shall be payable solely from the revenues and receipts derived from the loan agreement and the 1983 Series Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the 1983 Series Bonds proceeds or the income from the temporary

investment thereof or pursuant to the mortgage or the security agreement); and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from such sources, which revenues and receipts shall be used for no other purpose than to pay the principal of, interest on, and any premium and reimbursements on, the 1983 Series Bonds, except as may be expressly authorized otherwise in this ordinance, the indenture or the loan agreement. The 1983 Series Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured and payable as aforesaid.

SECTION 5. Mortgage and Security Agreement. As security for the due and punctual payment of the 1983 Series Note, the owner is executing the mortgage and the security agreement in substantially the forms presented to the governing body of the issuer, which forms are now on file in the official records of the issuer. As security for the due and punctual payment of the principal of, interest, and any premium and Reimbursements on the 1983 series bonds, all rights, title, interest and remedies of the issuer under the loan agreement (except Sections 5.3, 5.8 and 6.3 thereof), the 1983 Series Note, the mortgage and the security agreement will be assigned and pledged to the trustee pursuant to the terms of the indenture.

In conjunction with the above assignments and pledges to the trustee and to provide the trustee with the means to perform its obligations thereunder, the issuer will assign and pledge to the trustee all revenues and receipts derived by the issuer pursuant to the loan agreement and the 1983 Series Note (except any payment made pursuant to the following sections of the loan agreement: (i) Sections 5.3 and 5.8, relating to indemnification of the issuer by the owner, and (ii) Section 6.3, relating to the owner's obligation to pay any attorneys' fees and expenses incurred by the issuer upon the owner's default) and all rights and remedies of the issuer under the loan agreement to enforce payment thereof.

SECTION 6. Sale of the 1983 Series Bonds; Execution of Documents. (a) The sale to the purchaser pursuant to the Bond Purchase Agreement of the 1983 Series Bonds hereby authorized at a purchase price of 100% of the principal amount thereof is hereby approved.

(b) The Loan Agreement, the 1983 Series Note, the Bond Purchase Agreement, the Mortgage, the Security Agreement and the Indenture, in substantially the forms in which the same have been presented to the governing body of the issuer and which are now on file in the official records of the issuer, are hereby authorized and approved.

(c) The Mayor is hereby authorized and directed to execute the Loan Agreement, the Bond Purchase Agreement and the Indenture and to endorse the 1983 Series Note for and on behalf of the issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the issuer.

SECTION 7. Appointment of Trustee. The appointment of Lake Shore National Bank, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

SECTION 8. Performance Provisions. The Mayor, City Clerk and City Comptroller for and on behalf of the issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the 1983 Series Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance; and are hereby further authorized and directed for and on behalf of the issuer, to execute all papers, documents, certificates, financing statements and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the issuer under the Loan Agreement, the Bond Purchase Agreement and the Indenture and to discharge all of the obligations of the issuer hereunder and thereunder.

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

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

SECTION 11. Provisions in Conflict Not Controlling. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby deemed not controlling, and this Ordinance shall be made available to the public by the Clerk in appropriate form upon request at the office of the Clerk.

SECTION 12. Effectiveness. This Ordinance shall be in full force and effect after its passage by an affirmative vote of the City Council and approval in the manner provided by law.

[Bond purchase agreement, indenture of trust, loan agreement, memorandum of agreement, mortgage and security agreement omitted for printing purposes.]

**Authority Granted for Execution of Year IX Community
Development Block Grant Funds Loan for Project
D.A.R.E. Located at No. 5490 S. Cornell Av.**

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

WHEREAS, Disabled Adults Residential Enterprises ("D.A.R.E.") has obtained a commitment from the U. S. Department of Housing and Urban Development ("HUD") in the amount of \$1,257,400 for the purpose of constructing 24 units of housing at 5490 South Cornell Avenue for the physically handicapped; and

WHEREAS, D.A.R.E. requires additional financing in the amount of \$219,500 to remain qualified for the \$1,257,400 HUD commitment; and

WHEREAS, The Department of Housing of the City of Chicago has recommended that the City furnish, from the City's Year IX Community Development Block Grant Funds, the additional financing required by D.A.R.E. (the "Loan"); now, therefore,

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

SECTION 1. That the Loan in an amount not exceeding \$219,500 is hereby approved for D.A.R.E.

SECTION 2. That the Acting Commissioner of the Department of Housing is hereby authorized to execute on behalf of the City the loan agreement between the City, D.A.R.E. and HUD in substantially the form of Exhibit A attached to this ordinance.

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

[Exhibit A printed on pages 3217 thru 3224 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr--44.

Nays--None.

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

**Chapter 25, Section 25-37 of Municipal Code of Chicago Amended
Concerning Mandatory Retirement Age for Sworn Police and
Fire Personnel.**

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

WHEREAS, Present Section 25-37 of the Municipal Code of Chicago provides for the mandatory retirement of policemen and firemen upon attaining the age of sixty-three; and

WHEREAS, The public policy on both the federal and state level as expressed in statutes provides that mandatory retirement before the age of seventy may not be based solely on age, except where such is a bona fide occupational qualification; and

WHEREAS, The Mayor, the City Council and other citizens of the City of Chicago desire to adopt this policy for the sworn members of the Police Department and the members of the uniformed service of the Fire Department, subject to the requirements of the public health, safety, and welfare; now, therefore,

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

SECTION 1. Section 25-37 of the Municipal Code is hereby amended by deleting the language bracketed and adding the language in *Italics*, as follows:

25-37. The age of [sixty-three] *seventy years shall be the maximum age for legal employment of [policemen and firemen] sworn members of the Police Department and members of the uniformed service of the Fire Department in the classified [civil] career service of the City. Every [policeman and every fireman] sworn members of the Police Department and every member of the uniformed service of the Fire Department in the classified [civil] career service of the City who has attained the age of [sixty-three] seventy years shall forthwith and immediately be retired from service. No sworn member of the Police Department or member of the uniformed service of the Fire Department shall be subject to mandatory retirement based on age before attaining the age of seventy, except where the Commissioner of Personnel, in conjunction with the Fire Commissioner or the Police Superintendent and after consultation with members of the City Council Committee on Police, Fire, and Municipal Institutions and the City Council Committee on Administration, Reorganization, and Personnel, determines for a particular title or classification that age is a bona fide occupational qualification reasonably necessary to the normal operation of the Department in which the individual is employed. Nothing in this Section shall preclude the Departments of Police and Fire from maintaining, revising, or establishing additional performance standards, based on factors other than age, for all sworn members of the Police Department and all members of the uniformed service of the Fire Department, which standards must be met in order for sworn members of the Police Department and members of the uniformed service of the Fire Department to remain in the active service of these Departments, the health, welfare, and safety of the public requiring the same.*

SECTION 2. *Within six (6) months of the effective date of this ordinance, the Commissioner of Personnel shall make a report to the City Council with regard to the implementation of this ordinance. The report shall include information concerning personnel actions taken by reason of this ordinance, guidelines established, and other developments which result or are expected to result from the passage of this ordinance.*

SECTION 3. If any provision, clause, sentence, paragraph, or part of this ordinance, or application thereof to any person, public agency, or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair

(Continued on page 3224)

EXHIBIT A TO ORDINANCEA G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 1983, by and among Disabled Adults Residential Enterprises, an Illinois not-for-profit corporation (hereinafter referred to as "Developer"); THE CITY OF CHICAGO, DEPARTMENT OF HOUSING (hereinafter referred to as "CITY"); DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, a body politic and corporate, its predecessors, successors and assigns, (hereinafter referred to as "LENDER").

W I T N E S S E T H:

WHEREAS, Lender has issued its Commitment to make to Developer a first mortgage loan in the principal sum of ONE MILLION TWO HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED and NO/100 DOLLARS (1,257,400.00) (the "Loan") to finance the new construction of a certain property located in the City of Chicago, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the City will issue its Commitment Letter, subject to the Lender's Commitment, (said Lender's Commitment to make the Loan, expiring October 31, 1983 and to be extended if necessary) to Developer to advance funds in the amount of TWO HUNDRED NINETEEN THOUSAND, FIVE HUNDRED and NO/100 DOLLARS (\$219,500.00) to be used by Developer, along with equity funds of Developer and the proceeds of the Loan, to pay for costs of the new construction of the Property; and

WHEREAS, the City requires that Lender, Developer and City enter into this Agreement in order to set forth the rights and obligations of the parties with respect to the use of the funds from City.

NOW, THEREFORE, in consideration of the above premises, the parties hereto mutually agree as follows:

1. At the time of initial closing of the Loan with Lender, (hereinafter referred to as "the Closing"), the City shall deposit for the benefit of Developer, funds in the amount of Two Hundred Nineteen Thousand, Five Hundred Dollars (\$219,500) into the construction loan escrow established pursuant to the terms and conditions of the Construction Loan Escrow Agreement attached hereto as Exhibit "B".

2. Lender and Developer hereby agree that the funds deposited by the City into the Construction Loan Escrow prior to disbursement of any funds of Lender.

3. (a) Developer hereby grants to the City the right to make periodic inspections of the construction work being performed on the Property, said inspections to be made at any reasonable time and upon notice to Developer. If, as a result of any such inspection, the City shall determine in its reasonable judgment, that any such work is in violation of the plans and specifications for the construction of the Project or of the building code of the City of Chicago then the City shall give notice thereof to Developer and Lender, which notice shall be in writing and shall specify the items of work so in violation. Within three (3) days after receipt of such notice, Lender shall confer with the City to review and consider all such items of work in violation as so specified in said notice. If Lender shall concur in the determination of City that any such items of work are not in compliance with the plans and specifications for the construction of the Project or with the building code of the City of Chicago, then Lender shall so notify Developer in writing upon receipt of such Notice from Lender, Developer shall forthwith correct, or cause to be corrected, any and all such items of work in the manner prescribed under the Building Loan Agreement in connection with the Loan.

(b) Upon completion of the construction work in accordance with the terms and conditions of the Construction Contract dated July 5, 1983, (as amended) the general contractor, being A. Borenstein Co., the City shall have the right to inspect and approve said work. Said approval shall not be unreasonably withheld and shall be granted by the City provided that the construction work has been completed substantially in compliance with the terms and conditions of said Construction Contract. Said approval shall be evidenced by a Certificate of Occupancy issued by the Department of Inspectional Services of the City of Chicago and finalization of permits in accordance with the procedures of said Department of Inspectional Services.

4. The City hereby agrees that all payments for the construction work shall be made in accordance with the terms and conditions of said Construction Loan Escrow Agreement.

5. (A) Developer hereby agrees to pay the City, five (5) years from the date of the Closing, an amount equal to \$219,500.00, or so much thereof as may have been advanced pursuant to the City's Commitment Letter, unless Developer's Obligation shall become sooner due as provided in subparagraph 5(B) hereof or shall be satisfied and discharged as provided in subparagraph 5(D) hereof.

(B) In the event that:

(i) All work in connection with the construction of the Project is not completed within twelve (12) months after the commencement of construction or within such additional period of time as may be permitted or allowed by Lender, in Lender's absolute discretion, or

(ii) At any time prior to five (5) years from the date of Closing and without the prior written consent of the City, which consent shall not be unreasonably withheld:

(a) title to the Property shall be conveyed or otherwise transferred, or

(b) there shall be any change in, or substitution or withdrawal of the Developer.

Then, at the option of the City's, and upon written demand by the City of Developer, Developer's Obligation shall become at once due and payable as evidenced by Developer's non-negotiable promissory note evidencing the indebtedness in the amount of \$219,500 at no interest under the terms hereinafter set forth. In the event of default, the note will bear interest at the highest legal rate.

(C) In the event that: (i) all work in connection with the construction of the Project is not completed as provided in subparagraph 5(B) (i) hereof, or (ii) any of the events set forth in subparagraph 5(b) (ii) hereof shall occur or exist prior to five (5) years from the Closing, and in either of such events, the City, at its option, demands payment of Developer's Obligation, then, without further demand or notice to Developer, the City shall be entitled to exercise any and all remedies available, at law or in equity, to the City to enforce collection of Developer's Obligation; provided, however, that:

(i) Recovery upon any judgment taken against the Developer shall be limited to such assets or Project of Developer as may be expressly permitted or allowed by Lender in writing. City shall subordinate any and all of its rights it may have against the Development to the first mortgage lien of the Lender.

(ii) No personal liability shall be asserted or enforced against any of the partners of Developer.

(D) If all work in connection with the construction of the Property shall be completed within twelve (12) months after commencement of the construction or within such additional period of time as may be permitted or allowed by Lender, and, further, if none of the events set forth in subparagraph 5(b) (ii) hereof shall have occurred or existed prior to five (5) years from the Closing, Developer's Obligation shall be deemed to have been fully satisfied and Developer shall be released and discharged of and from any and all liabilities and obligations to the City on account of Developer's Obligation from funds other than surplus proceeds as defined by Lender.

6. To secure the payment of Developer's Obligation, Developer hereby assigns, pledges, transfers and sets over to the City, and grants to the City a security interest in, any and all surplus proceeds resulting from the sale of the Property pursuant to an order or decree of foreclosure or to any contractual right given in connection with the conveyance or transfer of the Property, or any interest therein, to Lender in lieu of foreclosure, but only after payment and satisfaction, in full, of all obligations of Developer to Lender under and in accordance with the documents and instruments evidencing or securing the Loan. Developer will join with the City in executing and, at Developer's own expense, file and refile under the Uniform Commercial Code, such financing statements, continuation statements, and other documents in such offices as the City may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve the City's security interest in such surplus proceeds and Developer hereby authorizes the City to file financing statements and amendments thereto relative to all or any part of the Property without the signature of Developer where permitted by Law. The security interest granted in this Paragraph shall terminate if Developer has repaid the amount due the City within the five (5) year period, at which time, the City shall reassign and release all interest in any and all such surplus proceeds and, if requested by Developer, the City shall execute and deliver to Developer for filing in each office in which any financing statements shall have been filed, a termination statement under the Uniform Commercial Code, releasing the City's interest therein, all without recourse upon or warranty by the City and at the costs and expense of Developer.

Notwithstanding the fact that Developer fulfills the requirements in paragraph 5(d) and the Developer's Obligation is deemed to have been fully satisfied after the five (5) year period, the security interest as stated in this paragraph will remain in effect as a lien against surplus proceeds as defined in this paragraph which shall first be used to satisfy the Developer's repayment of the City's loan.

7. (a) The City requires that all conditions in the Lender commitment for direct loan financing in the amount of \$1,257,400 be satisfied and that closing takes place before and advancement of City funds.

7. (b) The City further requires that all conditions be satisfied, which would qualify Developer as a duly organized not-for-profit, neighborhood-based corporation as defined under 24 CFR 570.204 (a) (2) (ii) Eligible Entities. All other conditions required for HUD authorization under 24 CFR 570.204 (c) (4) will also be met by Developer.

7. (b) (i) Developer agrees no less than 16 of its class II regular members will be residents of the Hyde Park Kenwood neighborhood (neighborhood residents), as outlined in the October 24, 1983 adopted resolution of Developer. These 16 voting members will be in majority, reside in the pertinent neighborhood, and Developer agrees that it will maintain itself as an organization on this basis.

7. (b) (ii) Developer will endeavor to make available a majority of housing units within the twenty-four (24) residential units to residents of the City of Chicago, provided such residents otherwise are qualified for occupancy.

7. (b) (iii) Developer will retain a HUD approved certified property manager who shall agree to consult with community representatives in determining occupancy and other management guidelines.

8. The Developer will use its best efforts to obtain a minimum of \$100,000 from charitable trusts and/or foundations to reduce the City's share from \$219,500 to \$119,500.

9. The Developer will provide all documentation, plans and specifications as required by the City.

10. The City requires that Developer submit information during initial rent-up on occupancy and tenant data as outlined by the City; and submit same on an annual basis.

11. This Agreement shall become effective upon compliance with the procedures set forth in the ordinance of the City of Chicago adopted on May 26, 1983, providing for the development of guidelines and procedures for the allocation of funds made available to the City of Chicago pursuant to the 1983 Emergency Jobs Bill Community Development Block Grant and the Year IX Community Development Block Grant Program.

12. All notices, demands or requests required or desired to be given hereunder shall be in writing and shall be deemed to have been properly given if served in person or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

DEVELOPER: Disabled Adults Residential
Enterprises
6326 West Raven
Chicago, Illinois 60646

THE CITY: Department of Housing
City of Chicago
318 South Michigan
Chicago, Illinois 60604
Attn: Ms. Frankie M. Boylan

LENDER: Department of Housing and
Urban Development
One North Dearborn
Chicago, Illinois 60606

or to such other address as may from time to time be designated by the party to be addressed by notice to the others in the manner hereinabove provided. Any such notice, demand or request mailed as provided in this Paragraph shall deemed to have been given and received on the business day next following the mailing, by United States registered or certified mail, of such notice, demand or request.

IN WITNESS WHEREOF, the parties have executed this Agreement
on the date first above written.

DISABLED ADULT RESIDENTIAL ENTERPRISES

BY: _____
PRESIDENT

BY: _____
SECRETARY

THE CITY OF CHICAGO,
DEPARTMENT OF HOUSING

BY: _____

TITLE: _____

DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____

TITLE: _____

Attest:

TITLE: _____

EXHIBIT "A"
LEGAL DESCRIPTION - 5490 S. CORNELL

The south 40 feet of Lot 8 and the North 20 feet of Lot 9 in Block 1 in Illinois Central Subdivision of the West part of the Southwest 14.09 acres infractional Southwest quarter of Section 12 and the West part of the Northwest 17.93 acres of the fractional Northwest quarter of Section 13, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

also

Lots 1 and 2 in Henry W. Snyder's Subdivision of the South 30 feet of Lot 9 and the North 20 feet of Lot 10 in Block 1 in Illinois Central Subdivision, aforesaid, in Cook County, Illinois.

(Continued from page 3216)

or invalidate the remainder of this ordinance and the application of such provision to other persons, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, part thereof, or circumstances directly involved in the controversy in which such judgment shall have been rendered and to the person, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, part thereof or application thereof not been included.

SECTION 4. This ordinance shall be effective from and after its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--44.

Nays--None.

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

**Chicago Water Revenue Bonds Authorized for Paying
Interim Water Notes for Years 1977 and
1979, and Financing Costs of Other
Capital Improvements of Chicago
Water System.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of City of Chicago Water Revenue Bonds for the purpose of paying Interim Water Notes of 1977 and 1979 and financing the costs of the other capital improvements of the Chicago Water System.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--43.

Nays--None.

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

Alderman Burke then requested that the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to same at 11:55 A.M.

[The ordinance authorizing the issuance of City of Chicago
water revenue bonds is printed on pages 3226
thru 3255 of this Journal.]

**Authority Granted for Issuance of License Fee Exemptions
for Day Care Centers at Sundry Locations.**

The Committee on Finance to which had been referred (April 13, June 28, July 13 and August 17, 1983) sundry proposed ordinances transmitted therewith, to authorize issuance of license fee exemptions for various day care centers, submitted separate reports recommending that the City Council pass said substitute proposed ordinance.

(Continued on page 3256)

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$95,000,000
AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS,
SERIES 1983, OF THE CITY OF CHICAGO, ILLINOIS.

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

WHEREAS, the City of Chicago has heretofore constructed and is presently maintaining and operating a complete waterworks system, known as the Chicago water system (the "Water System"), to meet the needs of its inhabitants and the users thereof and for fire protection, which Water System is operated under the supervision and control of the Department of Water of the City; and

WHEREAS, pursuant to the provisions of Section 11-133-1 et seq. of the Illinois Municipal Code of 1961, as amended, the City has heretofore issued waterworks system certificates of indebtedness (the "Certificates") for the purpose of paying the cost of constructing improvements and extensions to the Water System, which Certificates are (i) payable solely and only from the revenues derived from the operation of the Water System and (ii) currently (as of November 1, 1983) outstanding and unpaid in the aggregate principal amount of \$68,400,000; and

WHEREAS, pursuant to the provisions of Sections 7-67 through 7-74, inclusive, as amended (the "Enabling Ordinance"), of Chapter 7 of the Municipal Code of Chicago (the "Municipal Code") and an ordinance passed by the City Council of the City on June 26, 1975 (the "Series 1975 Bond Ordinance"), the City has heretofore issued Water Revenue Bonds, Series of 1975 (the "Series 1975 Bonds") for the purpose of paying the cost of constructing extensions, improvements, or both, to the Water System, which Series 1975 Bonds are (i) payable solely and only from the revenues derived from the operation of the Water System and (ii) currently (as of November 1, 1983) outstanding and unpaid in the aggregate principal amount of \$13,600,000; and

WHEREAS, pursuant to the provisions of Sections 7-75 through 7-79, inclusive, as amended, of the Municipal Code and ordinances passed by the City Council of the City on November 28, 1977 and December 15, 1982, the City authorized the execution and amendment, respectively, of an Interim Note Financing Agreement dated December 28, 1977 (as amended

on December 28, 1982, the "Interim Financing Agreement") with Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Chicago (the "Banks"), which Interim Financing Agreement provides for the issuance of interim notes (the "Interim Notes") to permit the interim financing of estimated costs and expenses necessary and incident to the construction of improvements, extensions, or both, to the Water System in advance of permanent financing therefor; and

WHEREAS, pursuant to the Interim Financing Agreement, the City issued Interim Notes on December 28, 1977 and November 21, 1979, which were amended December 28, 1982, for the purpose of providing interim financing for the Completed Projects (as hereinafter defined), which Interim Notes are (i) due and payable on November 21, 1984 from the proceeds to be received from the sale of water revenue bonds of the City issued pursuant to the procedures provided for in the Enabling Ordinance for the permanent financing of the Completed Projects or from other moneys legally available for such purpose in the Water Fund of the City and (ii) currently (as of November 1, 1983) outstanding in the aggregate principal amount of \$38,600,725; and

WHEREAS, it is advisable and in the best interests of the City to provide permanent financing for the Completed Projects by prepaying at this time the Interim Notes, the estimated cost of which, including all financing costs and expenses, bond discount and reserves but excluding accrued interest thereon, is the sum of \$45,600,000; and

WHEREAS, it is advisable and in the best interests of the City that necessary improvements and extensions to the Water System be made (the "Projects", as hereinafter defined), the estimated cost of which, including all financing costs and expenses, bond discount and reserves, is the sum of \$49,400,000; and

WHEREAS, the City has determined that it is advisable and necessary at this time to borrow the sum of \$95,000,000 to provide the funds for refinancing of the Completed Projects and construction of the Projects and in evidence thereof to issue its water revenue bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, including particularly the Enabling Ordinance, has the power to issue such bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

ARTICLE I

DEFINITIONS AND FINDINGS

Section 1.1 As used in this Ordinance, the following terms shall have the meanings hereinafter set forth, unless the context shall clearly indicate that some other meaning is intended:

"Authenticating Agent" means American National Bank and Trust Company of Chicago, which is hereby appointed Authenticating Agent and any successor thereto or co-Authenticating Agent appointed by the City.

"Banks" is defined in the preamble to this Ordinance.

"Bond" or "Bonds" means one or more of the Water Revenue Bonds, Series 1983, of the City authorized by and issued pursuant to this Ordinance.

"Bond Registrar" means American National Bank and Trust Company of Chicago, which is hereby appointed Bond Registrar and any successor thereto or co-Bond Registrar appointed by the City.

"Certificates" is defined in the preamble to this Ordinance.

"City" means the City of Chicago, Illinois.

"City Council" means the City Council of the City.

"Clerk" means the City Clerk of the City.

"Comptroller" means the City Comptroller or acting City Comptroller of the City.

"Completed Projects" means and includes the following:

(a) James W. Jardine Water Purification Plant - Phase 1 Project and Phase 2 Project.

(b) Pumping Stations - Phase 1 Project and Phase 2 Project.

(c) South Water Filtration Plant - Phase 1 Project and Phase 2 Project.

(d) Water Distribution System - Phase I Project and Phase 2 Project.

"Debt Service Reserve Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Debt Service Reserve Requirement" means the amount of money equal to the sum of (i) the highest interest requirement of all Certificates and Series 1975 Bonds for any 12-month period, provided, that so long as any Series 1975 Bonds are outstanding, such requirement shall not be less than \$5,962,550, (ii) the highest future principal and interest requirements of all Bonds in any Fiscal Year including and subsequent to the Fiscal Year in which the computation is made and (iii) such other amounts as shall be required in connection with the issuance of Parity Bonds. Any Bonds and Parity Bonds required to be redeemed pursuant to mandatory redemption shall be treated as being due on the dates they are required to be redeemed and not on their stated maturity dates.

"Enabling Ordinance" is defined in the preamble to this Ordinance.

"Fiscal Year" means the period commencing January 1 and ending December 31 of any given year.

"Gross Revenues" means all income and receipts from any source whatsoever, which under generally accepted accounting principles are properly recognized as being derived from the operation of the Water System, including, without limiting the generality of the foregoing, moneys derived from charges imposed for water service and usage and billed on a regular periodic basis and from charges imposed for inspection and permits for connection to the Water System, grants and Investment Earnings.

"Interim Financing Agreement" is defined in the preamble to this Ordinance.

"Interim Notes" is defined in the preamble to this Ordinance.

"Investment Earnings" means all interest received on or profits derived from investments

made with any of the Gross Revenues or any money in the fund and accounts specified in Article III of this Ordinance.

"Matured Water Bond and Interest Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Mayor" means the Mayor of the City.

"Municipal Code" is defined in the preamble to this Ordinance.

"Net Revenues" means that portion of the Gross Revenues remaining after providing sufficient funds for Operation and Maintenance Costs.

"Operation and Maintenance Costs" means all expenses reasonably incurred in connection with the operation, maintenance, renewal, replacement and repair of the Water System, which under generally accepted accounting principles are properly chargeable to the Water System, and not capitalized, including, without limiting the generality of the foregoing, salaries, wages, taxes, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, and all incidental expenses, but excluding any provision for depreciation.

"Outstanding Bonds" means all outstanding and unpaid Bonds, Series 1975 Bonds, Certificates, and Parity Bonds; provided, however, that such term shall not include obligations (i) which have matured and for which moneys are on deposit with designated paying agents therefor, or are otherwise properly available, sufficient to pay all the principal thereof and applicable premium and interest thereon, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity, or as called for redemption, all the principal thereof and applicable premium and interest thereon, or (iii) which are owned by or under the control of the City.

"Parity Bonds" means obligations or bonds which may hereafter be issued in accordance with Article V of this Ordinance and which are payable from Net Revenues on an equal and ratable basis with other Outstanding Bonds.

"Paying Agent" means any person authorized by the City to pay the principal of the Bonds as designated in Section 2.2 of this Ordinance.

"Permitted Investments" means any of the following which at the time are legal investments under the laws of the State of Illinois, including the Municipal Code, for the funds proposed to be invested therein:

- (a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;
- (b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following agencies: Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Land Banks; Federal Home Loan Banks; the Federal National Mortgage Association; the United States Postal Service; the Government National Mortgage Association; the Federal Financing Bank; or any other agency or instrumentality of the United States of America now existing or hereafter created;
- (c) Negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association which has capital of not less than \$100,000,000 or (ii) by certificates of deposit which are fully insured by any federal agency; and
- (d) Repurchase agreements with banks described in clause (c) of this definition and government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, the

underlying securities of which are obligations described in clauses (a) or (b) of this definition, provided that the underlying securities are required to be continuously maintained at a market value not less than the amount so invested.

"Projects" means improvements and extensions to the Water System, including, without limiting the generality of the foregoing, improvements and extensions relating to the James W. Jardine Water Purification Plant, pumping stations, the South Water Filtration Plant, the water distribution system and water meters, or any substitutions or additions thereto or deletions therefrom.

"Project Costs" means total estimated cost of (i) refinancing the Completed Projects and (ii) constructing the Projects, including, without limiting the generality of the foregoing, engineering fees, legal fees, costs of issuance, bond discount, bond insurance premiums and reserves funded from Bond proceeds.

"Rehabilitation and Improvement Reserve Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Series 1975 Bonds" is defined in the preamble to this Ordinance.

"Series 1975 Bond Ordinance" is defined in the preamble to this Ordinance.

"Treasurer" means the City Treasurer of the City.

"Water System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City, and used for water supply, distribution or collection purposes, including the Completed Projects, the Projects and any and all further extensions, improvements and additions to the Completed Projects, the Projects or the Water System.

"Water Fund" means the separate fund designated as the "Water Fund of the Municipality of Chicago" and described in Article III of this Ordinance.

Section 1.2 Pursuant to the provisions of the Enabling Ordinance, a public hearing has heretofore been held on this Ordinance by the Committee on Finance of the City Council, notice of which describing the subject matter hereof was published on October 8, 1983, a date not less than 10 days prior to the date of such public hearing, in the Chicago Tribune, a newspaper published in and having a general circulation within the City.

Section 1.3 In accordance with a covenant of the City in Section 9 of the Series 1975 Bond Ordinance relating to the issuance of additional water revenue bonds on a parity with the Series 1975 Bonds, the City Council hereby finds and determines that the Net Revenues derived from the operation of the Water System for the most recently completed Fiscal Year were at least equal to 125% of the amount constituting the maximum for any succeeding 12-month period of the combined principal and interest requirements on all outstanding Certificates and Series 1975 Bonds and on the Bonds to be issued.

Section 1.4 In accordance with the findings and recommendations of the Committee on Finance of the City Council and the preamble to this Ordinance, the sum of \$95,000,000 shall be borrowed for the purposes of paying the Project Costs, and in evidence of such borrowing \$95,000,000 aggregate principal amount of Bonds shall be issued on a parity with the presently Outstanding Bonds.

ARTICLE II

THE BONDS

Section 2.1 The Bonds shall be designated "Water Revenue Bonds, Series 1983", shall be dated November 1, 1983, shall be issued as fully registered bonds without coupons, in denominations of \$5,000 or any integral multiple thereof, shall be numbered consecutively from R-1 upwards, shall be serial bonds which mature or be term bonds subject to mandatory sinking fund redemption (or a combination thereof) on November 1 of each of the years 1984 through 2003, inclusive, in principal amounts which result in annual debt service requirements varying by not more than \$25,000 and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, at a rate or rates per annum which, in the aggregate, result in a true interest cost (expressed as a percentage) not in excess of 11.5%, computed on the basis of a 360-day year consisting of

twelve 30-day months.

The Bonds due on or after November 1, 1994 are subject to redemption prior to maturity at the option of the City, in whole on any date on or after November 1, 1993 or in part on November 1, 1993 or on any interest payment date thereafter, at the redemption prices set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be called for optional redemption, the Bonds to be redeemed shall be called in the inverse order of their maturity and selected by lot within each maturity by the Bond Registrar as provided below.

<u>Date of Redemption</u>		<u>Redemption Price</u>
<u>From</u>	<u>To and Including</u>	
November 1, 1993	October 31, 1994	103 %
November 1, 1994	October 31, 1995	102½
November 1, 1995	October 31, 1996	102
November 1, 1996	October 31, 1997	101½
November 1, 1997	October 31, 1998	101
November 1, 1998	October 31, 1999	100½
November 1, 1999 and thereafter.....		100

Any term bonds subject to mandatory sinking fund redemption shall be selected by lot by the Bond Registrar, as provided below, and redeemed at a price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption. To the extent that term bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, each annual sinking fund payment for term bonds of each maturity shall be reduced by the amount obtained by multiplying the principal amount of term bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for term bonds of such maturity bears to the total sinking fund payments then remaining unpaid for term bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each outstanding Bond a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from

the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method, if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any like maturity are to be redeemed, the numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agents so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

Section 2.2 Interest on the Bonds shall be payable semi-annually on the first days of May and November in each year, beginning on May 1, 1984. The interest so payable on each Bond shall be paid to the person in whose name the Bond is registered in the bond register kept by the Bond Registrar at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date by check or draft mailed to such registered owner at such owner's address as it appears in such bond register. Principal of and premium on the Bonds shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Section 2.3 Each Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed thereon and shall be authenticated by the manual signature of the Authenticating Agent. In the event that any officer of the City whose manual or facsimile signature appears on a Bond shall cease to be such officer before the delivery of such Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 2.4 The Bonds shall be payable solely and only from the Net Revenues derived from the operation of the Water System and the Bonds shall not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each Bond shall contain a statement to that effect.

Section 2.5 The City shall cause a bond register for the registration and transfer of Bonds to be kept at the principal corporate trust office of the Bond Registrar.

Any Bond may be transferred only upon surrender thereof to the Bond Registrar, whereupon the City shall execute and the Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Bond or Bonds so surrendered.

At the option of the registered owner, any Bond may be exchanged for another Bond or Bonds of any authorized denomination, of like maturity and aggregate principal amount, upon surrender of the Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Bonds which the registered owner making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed, by the registered owner thereof or such owner's duly authorized representative.

In all cases in which Bonds shall be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental

charge that may be imposed and reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Bond for redemption has been given.

The Bonds may be deposited with the principal corporate trust office of the J. Henry Schroder Bank & Trust Company in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer; any Bond so deposited will, under normal conditions, be available for return within three (3) business days of deposit.

The City and any agent of the City may deem and treat the person in whose name any Bond shall be registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal of and premium and interest on such Bond, and for all other purposes whatsoever, and neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

Section 2.6 Each Bond and the Authenticating Agent's Certificate of Authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance:

[FORM OF BOND]

[FORM OF FACE OF BOND]

Registered

Registered

Number R- _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

WATER REVENUE BOND

SERIES 1983

_____% [Maturity Date] [Dated Date] CUSIP _____

KNOW ALL YE BY THESE PRESENTS, that the City of Chicago, Illinois (the "City"), for value received, hereby promises to pay to _____ or registered assigns, but solely from the Water Fund as hereinafter provided, the sum of _____ (\$_____) on the first day of November, _____ together with interest thereon from the date hereof, or from the most recent date to which interest has been paid or duly provided for, until the principal sum is paid or duly provided for, at the rate of _____ percent (____%) per annum, computed on the basis of a 360-day year consisting of twelve 30-day months, payable semi-annually on the first days of May and November in each year, beginning on May 1, 1984.

Interest on this Bond is payable by check or draft mailed to the person in whose name this Bond is registered on the bond register kept by American National Bank and Trust Company of Chicago (the "Bond Registrar") at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date at such person's address as it appears in the bond register. Principal of, and premium on, this Bond are payable only upon presentation and surrender hereof at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Paying Agent"). All such payments shall be made in such coin or currency of the United States of America as at the time of

payment is legal tender for payment of public and private debts.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Water Revenue Bonds, Series 1983", issued in the aggregate principal amount of \$95,000,000 (the "Bonds") under and pursuant to the provisions of Sections 7-67 through 7-74, inclusive, as amended (the "Enabling Ordinance"), of Chapter 7 of the Municipal Code of Chicago and an ordinance duly adopted by the City Council of the City on _____, 1983 (the "Ordinance"). The Bonds were authorized for the purpose of paying the cost of constructing extensions and improvements to the Chicago waterworks system (the "Water System") and prepaying certain interim notes which were issued to provide temporary construction financing for extensions and improvements to the Water System.

The Bonds are limited obligations of the City payable solely and only from the net revenues derived from the operation of the Water System on a parity with other outstanding obligations of the City that are payable from the revenues of the Water System, and do not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Under the provisions of the Enabling Ordinance and the Ordinance, the entire revenues received from the operation of the Water System shall be deposited in a separate fund designated as the "Water Fund of the Municipality of Chicago" (the "Water Fund"), which Water Fund shall be used only and is hereby irrevocably pledged for (1) paying the cost of operation and maintenance of the Water System, (2) paying outstanding obligations of the City, including the Bonds, that are payable by their terms from the revenues of the Water System, and (3) establishing and maintaining all reserve funds or accounts as may be covenanted for in the bond ordinances authorizing water revenue bonds of the City; provided, however, that any funds available after or not necessary for satisfying the above requirements may be used for any lawful purpose of the Water System.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

It is hereby certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection

with the issuance of this Bond, and the series of Bonds of which this Bond is one, do exist, have happened and have been performed in regular and due form and time as required by law; and that provision has been made for depositing in the Water Fund the entire revenues received from the operation of the Water System to be applied in the manner as hereinabove set forth, and it is hereby covenanted and agreed that rates will be charged for the use and service of the Water System sufficient at all times to pay the cost of operation and maintenance of the Water System, to promptly pay the principal of, premium, if any, and interest on all outstanding obligations of the City, including this Bond and the series of which it forms a part, that are payable by their terms from the revenues of the Water System, and to comply with all the covenants of and to maintain the several special accounts of the Water Fund of the City, as such several special accounts were referred to, described and provided for by the provisions of the Ordinance.

Unless the certificate of authentication hereon has been executed by the Authenticating Agent by manual signature, this Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk, and its Corporate Seal to be hereunto affixed, impressed or printed hereon, all as of November 1, 1983.

Mayor
City of Chicago

ATTEST:

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

[FORM OF AUTHENTICATING AGENT'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds referred to in the within-mentioned Ordinance.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Authenticating Agent

By _____
Authorized Officer

[FORM OF BACK OF BOND]

The Bonds due on or after November 1, 1994 are subject to redemption prior to maturity at the option of the City, in whole on any date on or after November 1, 1993 or in part on November 1, 1993 or on any interest payment date thereafter, at the redemption prices set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be called for redemption, the Bonds to be redeemed shall be called in the inverse order of their maturity and selected by lot within each maturity by the Bond Registrar as provided below.

<u>Date of Redemption</u>		<u>Redemption Price</u>
<u>From</u>	<u>To and Including</u>	
November 1, 1993	October 31, 1994	103 %
November 1, 1994	October 31, 1995	102½
November 1, 1995	October 31, 1996	102
November 1, 1996	October 31, 1997	101½
November 1, 1997	October 31, 1998	101
November 1, 1998	October 31, 1999	100½
November 1, 1999 and thereafter.....		100

[The following two paragraphs, including the table, are applicable if any of the Bonds are sold as term bonds subject to mandatory sinking fund redemption pursuant to Article VI of the Ordinance.]

The Bonds maturing on November 1, _____ and November 1, _____ are subject to mandatory sinking fund redemption prior to maturity, on November 1 of each of the years and in the principal amounts set forth in the table below, as selected by lot by the Bond Registrar as provided below, at a price of 100% of the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

<u>Bonds</u> <u>Maturing November 1, _____</u>		<u>Bonds</u> <u>Maturing November 1, _____</u>	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
	\$		\$

To the extent that the Bonds maturing on November 1, _____ or November 1, _____ have been previously called for redemption in part otherwise than from a sinking fund payment, each annual sinking fund payment for the Bonds maturing on November 1, _____ or on November 1, _____, as the case may be, shall be reduced by the amount obtained by multiplying the principal amount of such Bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for the Bonds of such maturity bears to the total sinking fund payments then remaining unpaid for the Bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each outstanding Bond a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds

to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method, if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any like maturity are to be redeemed, the numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agent so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

As provided in the Ordinance and subject to certain limitations and payment of certain charges therein set forth, this Bond is transferable on the bond register upon surrender hereof for transfer at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the registered owner hereof or the registered owner's duly authorized representative, and thereupon one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Bonds may be deposited with the principal corporate trust office of the J. Henry Schroder Bank & Trust Company in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer; any Bond so deposited will, under normal conditions, be available for return within three (3) business days of deposit.

The City and any agent of the City may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if

any, and interest due hereon and for all other purposes, and neither the City nor any agent of the City shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT FOR TRANSFER]

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE III

WATER FUND AND ACCOUNTS

Section 3.1 In accordance with covenants made by the City in connection with the issuance of the Certificates and Series 1975 Bonds and the provisions of the Enabling Ordinance, there has heretofore been created a separate fund with the Treasurer designated as the "Water Fund of the Municipality of Chicago" (herein referred to as the "Water Fund") into which the Gross Revenues shall be deposited as collected. The Water Fund shall be and is hereby irrevocably pledged for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance and the several bond ordinances authorizing the issuance of Outstanding Bonds and shall be used only in (a) paying Operation and Maintenance Costs, (b) paying the principal of, premium, if any, and interest on all Outstanding Bonds, and (c) establishing and maintaining the accounts in the Water Fund hereinafter described and all other reserve funds or accounts as may hereafter be covenanted for in the bond ordinances authorizing the issuance of Outstanding Bonds; provided, however, that any funds available after or not necessary for satis-

fying the above requirements may be used for any lawful purpose of the Water System.

Section 3.2 There have heretofore been created separate accounts in the Water Fund designated as the "Matured Water Bond and Interest Account", the "Debt Service Reserve Account", and the "Rehabilitation and Improvement Reserve Account", to which the Net Revenues shall be transferred, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, for use in accordance with the following provisions.

(a) Matured Water Bond and Interest Account:

Not later than ten days prior to each principal or interest payment date, there shall be transferred to the Matured Water Bond and Interest Account sufficient funds, together with accrued interest received upon delivery of the Bonds, to pay the amount of the principal, premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, on such payment date on all Outstanding Bonds.

Funds in the Matured Water Bond and Interest Account shall be used only for the purpose of paying principal of and applicable premium and interest on Outstanding Bonds as the same shall become due.

(b) Debt Service Reserve Account:

At the time of the delivery of the Bonds, sufficient funds from the proceeds of sale of the Bonds, together with the funds in the debt service reserve fund established pursuant to the Series 1975 Bond Ordinance, shall be transferred to the Debt Service Reserve Account to maintain a balance therein at least equal to the Debt Service Reserve Requirement, which account shall be deposited in a separate account in a bank or banks designated by the Treasurer pursuant to a depository agreement. Whenever the balance in said account is less than the Debt Service Reserve Requirement, within the next 12 months there shall be transferred to the Debt Service Reserve Account sufficient funds to maintain a balance therein at least equal to the Debt Service Reserve Requirement.

Funds in the Debt Service Reserve Account shall be used to pay principal of and applicable premium and interest on the Outstanding Bonds as the same

shall become due at any time when there are insufficient funds available therefor in the Matured Water Bond and Interest Account.

(c) Rehabilitation and Improvement Reserve Account:

Whenever the balance in the Rehabilitation and Improvement Reserve Account is less than \$10,000,000, an amount equal to \$2,500,000, or such lesser amount as may be necessary, shall be transferred to said account in each Fiscal Year thereafter until the balance therein equals \$10,000,000.

Funds in the Rehabilitation and Improvement Reserve Account shall be used (i) to pay principal of and applicable premium and interest on the Outstanding Bonds as the same shall become due at any time when there are insufficient funds available therefor in the Matured Water Bond and Interest Account and the Debt Service Reserve Account, and the amount of such deficiency shall be transferred to the Matured Water Bond and Interest Account for such purpose, (ii) to pay the cost of constructing any emergency replacement to any part of the Water System deemed necessary in order to render efficient service when there are no other funds available therefor, provided, that prior to such payment, there shall be filed with the Comptroller and the Treasurer a certificate of the Commissioner of the City Department of Water to evidence that in said Commissioner's opinion the making of such improvement is an emergency replacement of part of the Water System, such replacement is essential for the continued efficient operation of the Water System and no other funds are available therefor, and (iii) to pay the cost of constructing new facilities of or making necessary improvements to the Water System constituting capital improvements, provided, that such capital improvements are set forth in plans and a report thereof prepared by the Commissioner of the City Department of Water submitted to and approved by the City Council and, provided, further, that expenditures therefor shall only be made after certification thereof by said Commissioner directed to the Comptroller.

Section 3.3 In the event of a deficiency in any Fiscal Year in the balance in the Debt Service Reserve Account or the Rehabilitation and Improvement Reserve Account as hereinabove provided, the amount of such deficiency shall, as the case may be, be included in the amount to be transferred to such account during the next 12-month period or succeeding Fiscal Year, as appropriate. Whenever

the balance in the Debt Service Reserve Account or the Rehabilitation and Improvement Reserve Account exceeds the amount required as hereinabove provided, such excess may be transferred to the Water Fund; provided, however, that no such transfers shall be made when any debt service payments on Outstanding Bonds are past due. Any funds which remain in the Water Fund at the end of any Fiscal Year shall be retained in the Water Fund and be available for appropriation for any proper purpose of the Water System.

Section 3.4 Funds in the accounts as hereinabove described shall be invested separate and apart from all other funds and accounts of the City in Permitted Investments; provided, that such investments shall be scheduled to come due before needed for the respective purposes of each of such accounts. All Investment Earnings on any funds so invested shall be credited to the Water Fund and be considered as Gross Revenues.

For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

ARTICLE IV

GENERAL COVENANTS

The City covenants and agrees with the registered owners of the Bonds as follows:

- (1) The City will maintain the Water System in good repair and working order, will continuously operate the same on a Fiscal Year basis, will promptly construct the Projects, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.
- (2) The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Water System sufficient at all times to (a) pay Operation and Maintenance Costs, (b) produce an amount at least equal to 100% of the sum required to pay promptly when due the principal of and applicable premium and interest on all Outstanding Bonds and (c) establish and maintain all reserve funds or accounts as may be covenanted for in bond ordinances authorizing the issuance of Outstanding Bonds. These fees,

charges and rates shall not be reduced while any Outstanding Bonds are unpaid.

The City will, prior to the end of each Fiscal Year, conduct a review to determine compliance with the rate covenant set forth above. Whenever the annual review indicates that the projected Net Revenues will not be sufficient to comply with said rate covenant, the Department of Water of the City shall, after consultation with the Office of Budget and Management of the City and the Comptroller and, where appropriate, a qualified consulting engineer, recommend appropriate action to comply with said rate covenant.

- (3) The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Water System so that it may at all times be operated properly; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Water System shall be at all times fully maintained.
- (4) The City will establish such rules and regulations for the control and operation of the Water System necessary for the safe, lawful, efficient and economical operation thereof.
- (5) The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City), in which correct and complete entries shall be made of all transactions relating to the Water System, and hereby covenants that within 180 days following the close of each Fiscal Year, it will cause the financial statements of the Water System to be audited by independent certified public accountants. Said audited financial statements will be available for inspection by the registered owners of any of the Bonds. The financial statements shall, without limiting the generality of the foregoing, include the following:
 - (a) A statement of revenue and expenses of the Water System for each Fiscal Year.
 - (b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the funds and accounts of the Water Fund.

- (c) A statement of changes in the financial position of the Water System for such Fiscal Year.
- (d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this Ordinance, which compliance letter may be prepared on a different basis than that of the financial statements.

- (6) The City shall prepare annually a report of the number of customers served by the Water System at the end of the Fiscal Year, the number of metered and nonmetered customers at the end of the Fiscal Year, and the quality of water provided.
- (7) The City will take and permit no action in the investment of the proceeds of the Bonds which would result in the interest payable on any of the Bonds being subject to federal income taxation by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.
- (8) The City will not sell, lease, loan or mortgage, or in any manner dispose of or encumber, the Water System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds subordinate to the Bonds and to dispose of real or personal property which is no longer useful or necessary to the operation of the Water System).

ARTICLE V

ISSUANCE OF PARITY BONDS

As long as there are any Bonds which are Outstanding Bonds, no obligations or bonds of any kind which are payable from the Net Revenues shall be issued, except upon compliance with one of the following options:

- (1) Until all the Series 1975 Bonds have been paid or provided for in full, Parity Bonds may be issued for the purposes described in paragraph 2, below, only if the Net Revenues derived from the operation of the Water System for the then most recently completed Fiscal Year were at least equal to 125% of the amount constituting the maximum for any succeeding 12-month period of the combined principal and interest requirements on all then Outstanding Bonds and on the Parity Bonds to be issued.
- (2) After all the Series 1975 Bonds have been paid or provided for in full, Parity Bonds may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements or extensions to the Water System or for refunding Outstanding Bonds upon compliance with the following conditions:
 - (a) The funds required to be transferred to the Matured Water Bond and Interest Account, the Rehabilitation and Improvement Reserve Account and the Debt Service Reserve Account shall have been transferred in full up to the date of the delivery of such Parity Bonds.
 - (b) The ordinance authorizing the issuance of Parity Bonds shall require either (i) the transfer at the time of the delivery of such Parity Bonds of sufficient proceeds of such Parity Bonds or Net Revenues, or a combination thereof, to the Debt Service Reserve Account so that the balance in such account is at least equal to the Debt Service Reserve Requirement, or (ii) equal monthly transfers to such account during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to restore such account to an amount at least equal to the Debt Service Reserve Requirement.
 - (c) Net Revenues for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues for such last completed Fiscal Year, adjusted as described below, shall equal at least 125% of the maximum annual debt service for Outstanding Bonds which will continue to be Outstanding Bonds following the issuance of the proposed Parity Bonds, computed on a

pro-forma basis assuming the issuance of the proposed Parity Bonds. Net Revenues may be adjusted as follows for purposes of this paragraph 2(c):

- (i) In the event there shall have been an increase in the rates of the Water System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues may be adjusted to reflect the Net Revenues for such last completed Fiscal Year as they would have been had said then existing rates been in effect during all of such last completed Fiscal Year.
 - (ii) Any such adjustment shall be evidenced by the certificate of an independent consulting engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.
- (3) Other obligations, including bonds, may be issued payable from Net Revenues subordinate to the Outstanding Bonds.

ARTICLE VI

SALE OF BONDS

The Comptroller is hereby authorized to sell all of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, pursuant to a negotiated sale at a price of not less than 97% of par, exclusive of original issue discount, if any, plus accrued interest thereon from the date thereof to the date of delivery, and on such terms as he may deem to be in the best interests of the City, including, without limiting the generality of the foregoing, the issuance of the Bonds as serial bonds or as term bonds subject to mandatory sinking fund redemption, or a combination of serial bonds and term bonds, as provided in Section 2.1 hereof; provided, that the interest rate or rates for the Bonds are such so that the true interest cost therefor shall not exceed the true interest cost specified in Section 2.1 hereof. Subsequent

to such sale, the Comptroller shall file in the office of the Clerk a notification of sale directed to the City Council setting forth the names of the purchasers of the Bonds, the terms of the sale, and the interest rate or rates on the Bonds, and thereafter the Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the Treasurer for delivery to the purchasers in accordance with the terms of sale.

ARTICLE VII

USE OF PROCEEDS, CONSTRUCTION ACCOUNT

Section 7.1 The proceeds derived from the sale of the Bonds shall be used as follows:

- (a) Accrued interest shall be credited to the Matured Water Bond and Interest Account.
- (b) A sufficient amount of the proceeds of the Bonds shall be immediately paid to the Banks as prepayments of all the Interim Notes in full.
- (c) A sufficient amount of the proceeds of the Bonds shall be transferred to the Debt Service Reserve Account to establish, together with the transfer of the funds in the debt service reserve fund established pursuant to the Series 1975 Bond Ordinance, a balance therein equal to the Debt Service Reserve Requirement.
- (d) The remaining proceeds of the Bonds shall be set aside in a separate account in the Water Fund, which is hereby created and designated as the "Construction Account", which account shall be deposited in a separate account in a bank or banks designated by the Treasurer pursuant to a depository agreement.

Disbursements shall be made from the Construction Account from time to time for the purposes of constructing the Projects and paying other Project Costs. It is anticipated that the money received from the sale of the Bonds and set aside in the Construction Account shall be used to provide funds for all or part of the Projects; provided, however, that the Department of Water of the City shall have the right, if it becomes necessary from time to time, subject to the approval of the Comptroller and the Budget Director of the City, to revise the list of improvements, to change priorities, to revise cost allocations among improve-

ments, and to make substitutions in order to meet current needs of the City and to provide for the efficient operation of the Water System.

Section 7.2 Within 60 days after completion of the Projects and the payment of all Project Costs, any funds remaining in said Construction Account shall be transmitted by said depository to the Treasurer for transfer to the Debt Service Reserve Account, or, if such account is fully funded, to the Water Fund.

Funds in the Construction Account shall be invested by the depository at the direction of the Treasurer in Permitted Investments; provided, that such investments shall be scheduled to come due before needed to pay Project Costs. All interest received on or profits derived from such investments shall remain in the Construction Account.

ARTICLE VIII

DISCHARGE

The City may discharge its obligations under this Ordinance in any one or more of the following ways:

(a) By paying or causing to be paid the principal of and interest on all Bonds as and when the same become due, either at maturity or by redemption prior to maturity; or

(b) By delivering to a Paying Agent for cancellation all Bonds; or

(c) By depositing with a Paying Agent cash or direct full faith and credit obligations of the United States of America in such amount as will, together with the income or interest to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay and discharge the indebtedness on all Bonds at their respective maturity or redemption dates, as the case may be, including all interest thereon.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 This Ordinance is made pursuant to the Enabling Ordinance and the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such action and do such things as shall be necessary

to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Bonds.

Section 9.2 The Mayor and the Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Comptroller, respectively. A written signature of the Mayor or of the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

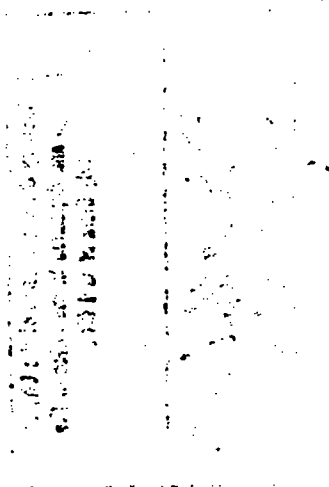
Section 9.3 To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9.4 Any owner of a Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for service supplied by the Water System, and the application of the income and revenue therefrom.

Section 9.5 The provisions of this Ordinance shall constitute a contract between the City and the owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as the Bonds are outstanding.

Section 9.6 As provided in the Enabling Ordinance, the provisions of this Ordinance constitute an appropriation of the amounts required as herein referred to and described.

Section 9.7 This Ordinance shall be published by the Clerk, by causing to be printed 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.



(Continued from page 3225)

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--44.

Nays--None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1984:

Abla Day Care Center (C.H.A.)
No. 1342 S. Racine Avenue;

Action Community Coalition Day Care Center
No. 5251 W. North Avenue;

Altgeld Nursery School
No. 941 E. 132nd Street;

Babes in Toyland Day Care Center and Kindergarten
Nos. 2419-2421 E. 75th Street;

B.E. Gentry Day Care Center (C.H.A.)
No. 2326 S. Dearborn Street;

Bernard Horwich Day Care Center
No. 3003 W. Touhy Avenue;

Beverly Community Nursery School
No. 10244 S. Longwood Drive;

Casa Central Day Care Center
No. 2610 N. Francisco Avenue;

Casa Infantil Day Care Center
No. 2222 N. Kedzie Avenue;

Chicago Youth Centers/Day Care Center
No. 1170 W. Erie Street;

Chinese Christian Union Church Day Care Center
No. 2301 S. Wentworth Avenue;

Christopher House Day Care Center
(Mayor's Office of Children's Services)
No. 850 W. Eastwood Avenue;

Christopher House
(Mayor's Office of Children's Services)
No. 1100 W. Lawrence Avenue;

Church of the Good Shepherd Day Care Center
No. 5700 S. Prairie Avenue;

Congregation K.I.N.S. of West Rogers Park Day Care Center
No. 2800 W. North Shore Avenue;

Firman Community Services Day Care Center
No. 37 W. 47th Street;

Golden Gate Child Care Center Inn
No. 432 E. 134th Street;

Grant A.M.E. Church Day Care Center
No. 4025 S. Drexel Avenue;

Illinois Masonic Medical Center/Lake View Child Care Center
No. 900 W. Oakdale Avenue;

Korean American Community Services Child Care Center
No. 4232 N. California Avenue;

Laurance Armour Day School (Rush-Presbyterian St. Luke's Medical Center) No. 630 S. Ashland Avenue;

Lincoln Park Lakeview Jewish Community Center Day Care
No. 524 W. Melrose Avenue;

Lithuanian Montessori Society of America Children's Center
No. 2743 W. Lithuanian Plaza Court;

The Lutheran Day Nursery
Nos. 1802-08 N. Fairfield Avenue;

Lutheran Family Mission Day Care Center
No. 855 N. Monticello Avenue;

Lydia Home Association Day Care Center
No. 4300 W. Irving Park Road;

Maggie Drummond Memorial Day Care Center
No. 4301 S. Wabash Avenue;

Mary McCollum Day Care Center-Class I
No. 1440 S. Ashland Avenue;

The Mary Meyer School
No. 2817 N. Pine Grove Avenue;

Melrose School Day Care Center
No. 524 W. Melrose Street;

Moody Bible Early Childhood Center
No. 1609 N. LaSalle Street;

Noah Ark Pre School
No. 3101 N. Parkside Avenue;

North Avenue Day Nursery
No. 2023 W. Pierce Avenue;

Northwest Missionary Baptist Church Day Care Center
No. 1501 N. Harding Avenue;

Northwest Play School
No. 6015 N. Francisco Avenue;

North Side Y.W.C.A. Child Development Center
No. 5444 N. Lakewood Avenue;

Park West Cooperative Nursery School
No. 2335 N. Orchard Street;

Presbyterian Church of Norwood Park Day Care Center
No. 5849 N. Nina Avenue;

Resurrection Lutheran Church Day Care Center
No. 3309 N. Seminary Avenue;

Robert Taylor South Day Care Center
(Centers for New Horizons, Inc.)
No. 5140 S. Federal Street;

Rogers Park Montessori School
No. 1244 W. Thorndale Avenue;

The Salvation Army Head Start
No. 1345 N. Karlov Avenue;

The Salvation Army Head Start
No. 4800 N. Marine Drive;

St. Matthew Day Care Center
No. 1000 N. Orleans Street;

St. Vincent De Paul Day Care Center--Class I and Class 2
No. 2145 N. Halsted Street;

Sauganash Community Church Day Care Center
No. 4600 W. Peterson Avenue;

South Shore Community Church Day Care Center
No. 7401 S. Yates Avenue;

South Shore United Methodist Child Care Center
No. 7350 S. Jeffery Boulevard;

Temple Shalom Model Cities Day Care Center
No. 3480 N. Lake Shore Drive;

Trinidad Lutheran Day Care Center
No. 2846 W. Cortez Street;

Unity Day Care Center (Lutheran Social Services of Illinois)
No. 5409 N. Magnolia Avenue;

Uptown Lutheran Day Care Center (Lutheran Social Services of Illinois)
No. 5030 N. Marine Drive;

The Virginia Frank Child Development Center (Jewish Family and Community Service)
No. 3033 W. Touhy Avenue;

Waldorf School Day Care Center
No. 2135 N. Kenmore Avenue;

Washington Park Day Care Center (Department of Human Services--C.H.A.)
No. 1130 E. 42nd Street--Apts. 101/102 E.;

Washington Park Day Care Center (Department of Human Services--C.H.A.)
No. 1130 E. 42nd Street--Apts. 109/110 W.;

Winthrop Day Care Center (Lutheran Social Services of Illinois)
No. 4848 N. Winthrop Avenue;

Woodlawn Early Childhood Development Center
No. 950 E. 61st Street;

The Woodlawn Organization Early Childhood Development Center
No. 6450 S. Champlain Avenue.

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

**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 Burke the said proposed order was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr--45.

Nays--None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers in conformity with 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:

[Regular orders printed on pages 3260
thru 3264 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, 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 warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party order printed on page 3265 of this Journal.]

EMPLOYEE NAME	DATE	VOUCHER TOTAL
ALBERTO	7/24/83	113.00
ALBUQUERQUE	8/10/83	17.00
ALBUQUERQUE	8/12/83	118.00
ALBUQUERQUE	7/29/83	63.00
ALBUQUERQUE	7/29/83	81.00
ALBUQUERQUE	7/29/83	74.00
ALBUQUERQUE	7/29/83	275.75
ALBUQUERQUE	8/21/83	132.00
ALBUQUERQUE	7/29/83	74.00
ALBUQUERQUE	7/29/83	50.00
ALBUQUERQUE	7/29/83	75.00
ALBUQUERQUE	7/29/83	197.50
ALBUQUERQUE	7/29/83	219.50
ALBUQUERQUE	7/29/83	151.00
ALBUQUERQUE	7/29/83	105.00
ALBUQUERQUE	7/29/83	70.00
ALBUQUERQUE	7/29/83	153.50
ALBUQUERQUE	7/29/83	95.75
ALBUQUERQUE	7/11/82	15.00
ALBUQUERQUE	8/01/83	524.00
ALBUQUERQUE	7/22/83	104.00
ALBUQUERQUE	7/17/83	143.50
ALBUQUERQUE	8/03/83	110.70
ALBUQUERQUE	7/29/83	49.00
ALBUQUERQUE	8/03/83	115.00
ALBUQUERQUE	8/02/83	100.00
ALBUQUERQUE	8/19/83	74.00
ALBUQUERQUE	8/12/83	151.00
ALBUQUERQUE	7/29/83	30.00
ALBUQUERQUE	8/31/83	323.00
ALBUQUERQUE	8/13/83	91.34
ALBUQUERQUE	8/15/83	323.00
ALBUQUERQUE	7/29/83	2370.00
ALBUQUERQUE	7/29/83	74.00
ALBUQUERQUE	8/22/83	84.00
ALBUQUERQUE	7/22/83	45.00
ALBUQUERQUE	7/26/83	55.00
ALBUQUERQUE	7/17/83	309.00
ALBUQUERQUE	7/13/83	19711.45
ALBUQUERQUE	8/04/83	164.20
ALBUQUERQUE	8/11/83	123.00
ALBUQUERQUE	5/10/83	37.00
ALBUQUERQUE	7/11/83	293.82
ALBUQUERQUE	7/11/83	3834.50
ALBUQUERQUE	7/30/83	321.00
ALBUQUERQUE	8/29/83	145.00
ALBUQUERQUE	8/25/83	249.00
ALBUQUERQUE	8/2/83	67.00
ALBUQUERQUE	7/17/83	50.00

EMPLOYEE NAME RANK UNIT OF ASSIGNMENT DATE VOUCHER TOTAL
 ROHARD J. POLICE OFFICER SEVENTH DISTRICT 7/31/83 173.00
 CAROL POLICE OFFICER SIXTH DISTRICT 12/1/83 50.00
 LAWRENCE POLICE OFFICER DETECTIVE DIV AREA 2 PROPERTY 1/15/83 151.50
 JAMES M. SERGEANT SIXTEENTH DISTRICT 8/02/83 329.75
 WAYNE POLICE OFFICER FIFTH DISTRICT 8/21/83 17.00
 JOSEPH A. POLICE OFFICER PUBLIC HOUSING DIVISION-SOUTH 8/31/83 86.00
 RAYMOND POLICE OFFICER TWENTY-THIRD DISTRICT 7/17/83 59.00
 MICHAEL POLICE OFFICER SEVENTH DISTRICT 8/06/83 37.00
 DONALD POLICE OFFICER YOUTH DIVISION AREA FIVE 10/20/83 355.00
 DONALD POLICE OFFICER TWENTY-FIFTH DISTRICT 7/22/83 106.50
 WADSWORTH POLICE OFFICER LABORATORY DIVISION 7/22/83 172.79
 THOMAS POLICE OFFICER SIXTH DISTRICT 7/22/83 100.50
 THOMAS POLICE OFFICER SEVENTEENTH DISTRICT 7/22/83 174.00
 GERALD POLICE OFFICER SEVENTH DISTRICT 7/27/83 109.35
 DARYL E. POLICE OFFICER FOURTEENTH DISTRICT 7/17/83 104.00
 MATTHEW J. POLICE OFFICER NINTH DISTRICT 7/29/83 94.50
 BRIAN J. POLICE OFFICER SEVENTH DISTRICT 7/27/83 268.50
 THOMAS POLICE OFFICER EIGHTEENTH DISTRICT 5/01/82 5773.10
 PHYLLIS POLICE OFFICER FIFTH DISTRICT 6/28/83 716.00
 RICHARD POLICE OFFICER FIFTH DISTRICT 7/15/83 184.00
 WILLIAM J. POLICE OFFICER EIGHTEENTH DISTRICT 7/15/83 293.50
 ROBERT F. POLICE OFFICER SIXTEENTH DISTRICT 8/05/82 50.00
 DARNELL POLICE OFFICER SECOND DISTRICT 7/04/83 201.00
 WAYNE POLICE OFFICER ELEVENTH DISTRICT 5/31/83 118.00
 THOMAS H. POLICE OFFICER EIGHTEENTH DISTRICT 5/17/82 5647.32
 WILLIAM POLICE OFFICER SEVENTH DISTRICT 5/09/83 3034.53
 FRANK C. POLICE OFFICER FOURTEENTH DISTRICT 12/26/82 5217.74
 CLUD POLICE OFFICER TWELFTH DISTRICT 7/16/83 142.00
 CONSTANCE H. POLICE OFFICER YOUTH DIVISION AREA THREE 2/17/83 2500.50
 WILLIAM POLICE OFFICER ELEVENTH DISTRICT 3/08/83 228.00
 JOSEPH POLICE OFFICER THIRTEENTH DISTRICT 7/01/83 335.00
 JIMMY P. POLICE OFFICER TRAINING DIVISION 5/09/83 20.00
 LEROY SERGEANT IDENTIFICATION SECTION 1/26/82 114.00
 DONALD POLICE OFFICER SIXTH DISTRICT 8/10/83 79.60
 RICHARD H. POLICE OFFICER FIRST DISTRICT 3/05/83 900.00
 MICHAEL P. POLICE OFFICER FIFTH DISTRICT 3/16/83 88.00
 SHEILA POLICE OFFICER FOURTEENTH DISTRICT 8/22/83 55.00
 ROBERT POLICE OFFICER EIGHTEENTH DISTRICT 8/27/83 759.00
 MATTHEW POLICE OFFICER THIRD DISTRICT 8/09/83 154.00
 THERON POLICE OFFICER FIFTH DISTRICT 8/14/83 103.00
 PATRICK POLICE OFFICER FIFTH DISTRICT 8/22/83 225.00
 JOHNNIE POLICE OFFICER LABORATORY DIVISION 8/12/83 161.00
 JOHN POLICE OFFICER TWENTY-THIRD DISTRICT 5/01/83 359.00
 JOHN J. CAPTAIN FIFTH DISTRICT 8/25/83 104.00
 DONALD POLICE OFFICER SEVENTH DISTRICT 7/03/83 141.00
 MATHILLEN POLICE OFFICER FIFTH DISTRICT 8/24/83 241.00
 JOHN POLICE OFFICER FIFTH DISTRICT 7/26/83 175.00
 MARTIN L. POLICE OFFICER TWENTY-THIRD DISTRICT 4/07/83 769.60
 MICHAEL POLICE OFFICER FIFTH DISTRICT 8/07/83 124.00

REGULAR EMPLOYEES				DATE INJURED	VOUCHER TOTAL
EMPLOYEE NAME	EMPLOYEE NUMBER	EMPLOYEE RANK	UNIT OF ASSIGNMENT		
ADAMS, JUDY A	1001	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/83	137.50
ALICE	DONALD	POLICE OFFICER	THIRTH DISTRICT	11/11/82	2042.90
ALLEN	LAMAR	POLICE OFFICER	EIGHTH DISTRICT	8/18/83	27.00
MITCHELL	DONALD	POLICE OFFICER	THIRD DISTRICT	2/20/83	185.70
MUNSTER	WILLIAM	POLICE OFFICER	SEVENTEEN DISTRICT	2/05/83	34.00
MUNTERGOMERY	ALBERT	POLICE OFFICER	SEVENTEEN DISTRICT	9/08/83	169.80
MURPHY JR	WILLIAM	POLICE OFFICER	SECOND DISTRICT	8/22/83	92.00
MURRAY	CORNELIUS	POLICE OFFICER	SEVENTH DISTRICT	8/01/83	257.00
MURRAY	KEVIN	POLICE OFFICER	FOURTEENTH DISTRICT	8/13/83	160.00
MURRAY	JOHN	POLICE OFFICER	NINETEENTH DISTRICT	8/20/83	33.75
MUSCULINO	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	5/30/83	29.00
NIEVES	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/83	62.50
ODONNELL	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/10/83	37.00
OLSON	ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/83	75.35
OLSON	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/21/83	257.70
OLSON	ROBERT	POLICE OFFICER	SOUTH DIVISION AREA THREE	8/21/83	80.00
OLSON	JOHN	POLICE OFFICER	SIXTH DISTRICT	8/29/83	135.25
OLSON	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/10/83	256.00
OLSON	JOHN	POLICE OFFICER	SEVENTH DISTRICT	8/16/83	80.00
OLSON	ELLIS	POLICE OFFICER	SIXTH DISTRICT	8/13/83	90.00
OLSON	MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/21/83	80.30
OLSON	EDWARD	POLICE OFFICER	TENTH DISTRICT	8/24/83	71.50
OLSON	VIRGIL	POLICE OFFICER	MARINE UNIT	8/20/83	100.00
OLSON	VICTOR	POLICE OFFICER	SEVENTEENTH DISTRICT	6/03/83	55.00
OLSON	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	8/17/83	239.00
OLSON	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	8/05/83	145.00
OLSON	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTRATION	8/02/83	115.00
OLSON	JOHN	POLICE OFFICER	FIRST DISTRICT	8/20/83	139.00
OLSON	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/06/83	66.00
OLSON	THOMAS	POLICE OFFICER	FOURTH DISTRICT	7/20/83	659.50
OLSON	TERRE	POLICE OFFICER	SECOND DISTRICT	8/10/83	169.00
OLSON	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/83	146.50
OLSON	JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	3/25/82	30.00
OLSON	JOHN	POLICE OFFICER	THIRD DISTRICT	3/16/83	557.00
OLSON	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/02/83	37.00
OLSON	JOHN	POLICE OFFICER	SECOND DISTRICT	4/12/83	66.00
OLSON	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/29/83	116.25
OLSON	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/27/83	2414.00
OLSON	JOHN	POLICE OFFICER	FIRST DISTRICT	8/04/83	234.50
OLSON	JOHN	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	8/22/83	59.00
OLSON	JOHN	POLICE OFFICER	TENTH DISTRICT	4/12/83	11.00
OLSON	JOHN	POLICE OFFICER	EIGHTH DISTRICT	8/03/83	127.00
OLSON	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/03/83	123.00
OLSON	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/83	306.25
OLSON	JOHN	POLICE OFFICER	TENTH DISTRICT	8/15/83	111.00
OLSON	JOHN	POLICE OFFICER	FOURTH DISTRICT	8/22/83	169.50
OLSON	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	8/25/83	101.50
OLSON	JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/83	55.00
OLSON	JOHN	POLICE OFFICER	SOUTH DIVISION ENFORCEMENT DIVISION	8/10/83	174.50

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REGULAR ORDERS

EMPLOYEE NAME	DATE	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DAVID	6/14/83	FIREFIGHTER	ENGINE COMPANY 91	6/14/83	15.00
WILLIAM	4/23/83	FIREFIGHTER	TRUCK 17	4/23/83	21.00
DEANIS	5/23/83	FIREFIGHTER	TRUCK 37	5/23/83	44.00
THOMAS	3/07/83	FIREFIGHTER	ENGINE COMPANY 109	3/07/83	147.00
EDWARD	3/07/83	FIREFIGHTER	ENGINE COMPANY 59	3/07/83	18.00
JOHN	3/07/83	FIREFIGHTER	ENGINE COMPANY 54	3/07/83	74.00
ROBERT	3/07/83	FIREFIGHTER	TRUCK 22	3/07/83	131.25
MICHAEL	3/07/83	PARAMEDIC	AMBULANCE 32	3/07/83	113.00
SKINN	3/07/83	PARAMEDIC	ENGINE COMPANY 39	3/07/83	2772.00
CARLTON	3/07/83	PARAMEDIC	AMBULANCE 20	3/07/83	176.50
			ENGINE COMPANY 161	3/07/83	91.00

REPORT DATE 11/08/81
NO. 11-118070

NO. 14-584070

CONFIDENTIAL

1949 年 10 月 1 日

EMPLOYEE NAME	DATE INJURED	VOUCHER TOTAL
JOHN J. POLICE OFFICER	5/19/83	757.75
JOHN J. POLICE OFFICER	7/19/83	71.00
JOHN J. POLICE OFFICER	2/20/87	605.00
JOHN J. POLICE OFFICER	7/23/83	95.00
JOHN J. POLICE OFFICER	7/27/83	225.00
JOHN J. POLICE OFFICER	7/30/83	1350.92
JOHN J. POLICE OFFICER	2/19/83	35.00
JOHN J. POLICE OFFICER	7/19/83	55.00
JOHN J. POLICE OFFICER	7/12/83	1036.66
JOHN J. POLICE OFFICER	7/20/82	33.00
JOHN J. POLICE OFFICER	7/21/82	242.00
JOHN J. POLICE OFFICER	7/21/82	306.50
JOHN J. POLICE OFFICER	7/21/82	786.00
JOHN J. POLICE OFFICER	7/21/82	102.00
JOHN J. POLICE OFFICER	7/21/82	117.30
JOHN J. POLICE OFFICER	1/29/81	6046.85
JOHN J. POLICE OFFICER	6/29/83	786.00
JOHN J. POLICE OFFICER	1/16/83	75.00
JOHN J. POLICE OFFICER	1/05/82	235.00
JOHN J. POLICE OFFICER	10/10/82	522.80
JOHN J. POLICE OFFICER	3/31/82	127.00
JOHN J. POLICE OFFICER	7/31/83	604.00
JOHN J. POLICE OFFICER	7/16/83	35.00
JOHN J. POLICE OFFICER	6/13/83	258.00
JOHN J. POLICE OFFICER	8/17/83	139.50
JOHN J. POLICE OFFICER	9/12/83	174.50
JOHN J. POLICE OFFICER	7/15/83	6434.65
JOHN J. POLICE OFFICER	6/21/83	198.00
JOHN J. POLICE OFFICER	7/21/83	150.00
JOHN J. POLICE OFFICER	9/24/83	211.00
JOHN J. POLICE OFFICER	5/01/83	347.72
JOHN J. POLICE OFFICER	7/06/83	213.82
JOHN J. POLICE OFFICER	4/29/83	77.50
JOHN J. POLICE OFFICER	4/13/83	4557.50
JOHN J. POLICE OFFICER	8/06/83	72.20
JOHN J. POLICE OFFICER	5/27/83	2456.70
JOHN J. POLICE OFFICER	7/31/83	3456.50
JOHN J. POLICE OFFICER	6/16/81	225.00
JOHN J. POLICE OFFICER	1/23/83	574.00
JOHN J. POLICE OFFICER	7/19/82	69.00
JOHN J. POLICE OFFICER	9/15/83	234.50
JOHN J. POLICE OFFICER	1/27/83	100.00
JOHN J. POLICE OFFICER	9/15/83	115.00
JOHN J. POLICE OFFICER	3/27/83	255.00
JOHN J. POLICE OFFICER	7/12/82	260.50
JOHN J. POLICE OFFICER	6/26/83	44.00
JOHN J. POLICE OFFICER	8/02/83	69.00
JOHN J. POLICE OFFICER	1/31/81	445.80
JOHN J. POLICE OFFICER	1/22/83	20.00

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE ISSUANCE
OF REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION OF HOME IMPROVEMENT LOANS.

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

CHICAGO, November 9, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the issuance of revenue bonds for the purpose of financing the acquisition of Home Improvement Loans in the amount of \$10,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, The City of Chicago, Cook County, Illinois (the "City") has, pursuant to its home rule powers granted under the 1970 Constitution of the State of Illinois, duly adopted Sections 7-85 to 7-98, inclusive, of the Municipal Code of Chicago, as amended (the "Act"), (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 municipality, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development including the elimination and prevention of slum areas and urban blight, and the proper coordination of industrial facilities with public services, mass transportation facilities, and residential development; (4) to assist low and moderate income persons in acquiring and owning 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 municipality's ad valorem tax base; and

Whereas, The City has determined that, under existing economic conditions affecting the cost and availability of funds for the financing of home improvements in the City and the relative cost of such home improvements, it is desirable to supplement the funds presently available through the private sector for the purpose of financing home improvement loans; and

Whereas, The City has established a multi-lender Home Improvement Loan Program (the "Program") providing for the sale and issuance of its revenue bonds and the application of the proceeds of such sale to the purchase of home improvement loans, insured under the Federal Housing Administration Title I Property Improvement Loan Insurance Program, to be originated and serviced in accordance with the Program by various lending institutions; and

Whereas, The City has determined that certain lending institutions which maintain an office and originate and service home improvement loans in the City have demonstrated the ability to originate and service home improvement loans in accordance with recognized governmental and industry standards ("Qualified Lenders" as hereinafter defined) and has afforded such Qualified Lenders the opportunity to originate and service home improvement loans under the Program; and

Whereas, The City has invited offers from various Qualified Lenders to participate in the Program and wishes to enter into agreements with those Qualified Lenders, thereby obligating each of such qualified Lenders to originate and service home improvement loans under the Program, the respective amounts allocated to each qualified Lender to be determined by the City in accordance with the allocation formula set forth in this ordinance; and

Whereas, The City has undertaken to use a portion of the Community Development Block Grant ("CDBG") funds received by the City pursuant to the Housing and Community Development Act of 1974, as amended, to assist in the financing of home improvement loans pursuant to the Program,

such funds to be deposited with the Trustee (as hereinafter defined) in accordance with the Indenture (as hereinafter defined); and

Whereas, The City has determined that it is desirable to target a portion of the Program to certain geographic areas within the City in order to comply with the provisions of the Mortgage Subsidy Bond Tax Act of 1980, as amended; and to use CDBG funds to provide low interest loans to low and moderate income families and persons who desire to obtain home improvement loans pursuant to the Program; and

Whereas, Pursuant to and in accordance with the provisions of the Act and this Ordinance, the City desires to issue and sell not to exceed \$10,000,000 in aggregate principal amount of its Home Improvement Loan Revenue Bonds, 1983 Series A (the "Bonds"), such Bonds to be secured by the Indenture and, except to the extent the Bonds have a claim for payment from Bond proceeds, certain insurance proceeds or CDBG funds or moneys from the investment thereof, to have a claim for payment solely from the revenues and receipts and other amounts received by the City pursuant to the Note Purchase Agreements (hereinafter defined) and the Indenture; and

Whereas, Lehman Brothers Kuhn Loeb Incorporated has submitted to the City a form of Bond Purchase Agreement (hereinafter defined) setting forth its proposal to purchase the Bonds; and

Whereas, Copies of the forms of Note Purchase Agreement, Trust Indenture, and Bond Purchase Agreement have been presented to and are before this meeting; now, therefore,

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

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

"Act" shall mean Sections 7-85 to 7-98 of the Municipal Code of Chicago, as amended.

"Applicants" shall mean the Qualified Lenders which execute a Note Purchase Agreement.

"Bonds" shall mean the Home Improvement Loan Revenue Bonds, 1983 Series A of the City in an aggregate principal amount of not to exceed \$10,000,000 authorized to be issued pursuant to this ordinance and the Indenture.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into between the City and the Underwriter, as approved by this ordinance, relating to the purchase of the Bonds.

"City" shall mean the City of Chicago, Cook County, Illinois.

"Home Improvement Loans" shall mean the Title I Home Improvement Loan Notes to be originated pursuant to, and as defined in, each Note Purchase Agreement.

"Indenture" shall mean the Indenture of Trust dated as of December 1, 1983 between the City and the Trustee as the same may be supplemented or amended from time to time in accordance with its terms.

"Note Purchase Agreements" shall mean the Note Purchase Agreements between the City, the Trustee and the respective Participants, as approved by this ordinance, and as the same may be amended from time to time.

"Official Statement" shall mean the Preliminary Official Statement and the Official Statement as further described and defined in the Bond Purchase Agreement.

"Participants" shall mean the Applicants who enter into Note Purchase Agreements and any surviving, resulting, assignee or transferee corporations as permitted by the Note Purchase Agreements.

"Program Handbook" means the program handbook relating to the Program published and implemented by the Commissioner or Acting Commissioner of the Department of Housing of the City and as further described and incorporated by reference in the Note Purchase Agreement and as the same may be amended or supplemented from time to time.

"Qualified Lender" shall mean any lending institution (as defined in the Act) which (i) maintains an office in the City; (ii) originates and services home mortgages (as defined in the Act), including home improvement loans, in the City; (iii) is (a) a member of, or subject to regulation by, the Federal Savings and Loan Insurance Corporation, the Federal Deposit Insurance Corporation, or the National Credit Union Administration or any successor of the foregoing, or (b) qualified to sell mortgages to and service mortgages for the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; (iv) satisfies the requirements of The Federal Housing Administration of the United States Department of Housing and Urban Development under its Title I Property Improvement Loan Insurance Program; (v) in the judgment of the Commissioner or Acting Commissioner of Housing, has satisfactorily performed its obligations under the Program if it has previously participated in the Program; and (vi) in the judgment of the Commissioner or Acting Commissioner of Housing, is able to repurchase home improvement loans if required to do so pursuant to the Note Purchase Agreement.

"Trustee" shall mean the American National Bank and Trust Company of Chicago, a national banking association, and any successor acting as such under the Indenture.

"Underwriter" shall mean Lehman Brothers Kuhn Loeb Incorporated.

Section 2. Pursuant to the Act and this Ordinance, the City does hereby authorize the origination of the Home Improvement Loans and the acquisition of the Home Improvement Loans in accordance with the terms of the Note Purchase Agreements and does hereby find and declare that this ordinance is being enacted pursuant to the powers granted by the Act and that the issuance of the Bonds is for the public purposes as set forth in the Act and herein.

Section 3. To provide for the financing of the cost of the acquisition of the Home Improvement Loans, the City does hereby authorize the issuance of revenue bonds of the City under the Act to be designated "City of Chicago, Cook County, Illinois, Home Improvement Loan Revenue Bonds, 1983 Series A" in the aggregate amount of up to \$10,000,000. The Bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated and numbered as provided in the Indenture, shall mature as provided in the Indenture, but not later than December 1, 2002, shall have a weighted average annual interest rate not to exceed ten and nine-tenths percent (10.90%); shall bear interest payable at the time or times as provided in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be sold to the Underwriter at a price of not less than 97% of the aggregate principal amount thereof (less any original issuance discount which may be used in the marketing of the Bonds) plus accrued interest thereon from the dated date of the Bonds to the date of Closing (as defined in the Bond Purchase Agreement). The Mayor or the Comptroller is hereby authorized to enter into an agreement with the Underwriter in order to establish, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the maturity dates and amounts and the exact interest rates, redemption terms and sale price of the Bonds.

Section 4. The Bonds shall be limited obligations of the City and, except to the extent they have a claim for payment from Bond proceeds, certain insurance proceeds or CDBG funds or moneys from the investment thereof, shall have a claim for payment solely from the revenues and receipts and other amounts received by or on behalf of the City pursuant to the Note Purchase Agreements and the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation of its own funds for their payment, nor shall the Bonds be construed to create any moral obligation on the part of the City or any political subdivision thereof with respect to their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in the Act shall be construed to authorize the City to create a debt of the City or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The City irrevocably authorizes, directs and commits the funds pledged or provided for under the Indenture to be applied for the purposes stated therein for which they are pledged or provided to be used. The nature of the obligations represented by the Bonds is as more fully set forth in the Indenture.

Section 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, the Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as through the person or persons who signed

or sealed the Bonds had not ceased to be such officer or officers of the City; and also the Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of the Bonds, shall be the proper officers of the City, although at the nominal date of the Bonds any such person shall not have been such officer of the City.

Section 6. The Indenture in substantially the form presented to this meeting and filed in the official records of the City Clerk is hereby approved and the Mayor or the Comptroller of the City is hereby authorized on behalf of the City to execute, acknowledge and deliver the Indenture, attested by the City Clerk, with such changes therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval.

Section 7. The Note Purchase Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk is hereby approved and the Mayor or Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Note Purchase Agreements with the Applicants and determine the amount of each Applicant's commitment, subject to the provisions of Section 8 of this ordinance, with such changes therein as shall be approved by such person executing such document, such execution to constitute conclusive evidence of such approval. No Home Improvement Loan shall be made to any borrower whose adjusted annual income (as defined in the Act) exceeds \$50,000. The Participants shall undertake to accept and process applications for Home Improvement Loans on a non-discriminatory, "first-come, first-served" basis; provided, however, that the acceptance and processing of Home Improvement Loans on a "first-come, first-served" basis shall be subject to any restrictions, limitations and requirements contained in the Note Purchase Agreements with respect to (i) origination of Home Improvement Loans within certain geographic areas of the City or (ii) any other restrictions, limitations and requirements as to the use of the Bond proceeds or CDBG funds.

Section 8. The proceeds from the sale of Bonds and certain CDBG funds available for the purchase of Home Improvement Loans ("Available Proceeds") shall be allocated among the Participants in accordance with the following procedure:

1. Each applicant shall submit an application requesting the amount of proceeds ("Requested Amount") such Applicant wishes to use to originate Title I Home Improvement Loans (which amount shall not be less than \$200,000).

2. If total requested amounts exceed the available proceeds, all Applicants shall have their commitment amounts reduced on a pro rata basis to the extent necessary to make the sum of the requested amounts of all applicants equal to the available proceeds with the following modifications:

- (a) No Applicant's commitment amount shall be decreased to less than \$200,000.

- (b) Where an Applicant's Requested Amount exceeds its proportionate share of the total volume of single family (one-to-four unit) residential mortgage loans secured by property located within the City and home improvement loans made within the City originated and serviced by all Participants during the most recent calendar year or exceeds the amount that it has previously originated under the Program, its Requested Amount may be further reduced to reflect its demonstrated level of lending activity.

- (c) An Applicant's Requested Amount may be adjusted on other than a pro rata basis in order to assure an adequate geographic distribution of Program activity throughout the City, particularly in low and moderate income areas, or in order to assure compliance with the requirements for targeting in the Mortgage Subsidy Bond Tax Act of 1980, as amended.

- (d) At least 20% of an Applicant's commitment amount will be reserved for the origination of loans in certain targeted areas in order to assure compliance with the requirements for targeting in the Mortgage Subsidy Bond Tax Act of 1980, as amended.

3. If total Requested Amounts are less than Available Proceeds, any proceeds remaining unallocated shall be allocated among any Applicants who shall then apply therefor in accordance with the criteria set forth in Paragraph 2 hereof.

4. The Commissioner or the Acting Commissioner of the Department of Housing of the City may adjust allocations upward or downward to round off allocations to a multiple of \$1,000; provided, however, that no such adjustment shall cause an Applicant's allocation to exceed his Requested Amount.

Section 9. The Bond Purchase Agreement, in substantially the form presented to this meeting and filed in the official records of the City Clerk, is hereby approved and the Mayor or Comptroller of the City is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes and completions therein with respect to interest rates, redemption provisions and the sale price of the Bonds (subject to the limitations set forth in Section 3 hereof) and such other changes as shall be approved by such person executing the document, his execution to constitute evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized. Notwithstanding the authority herein granted to the Mayor and the Comptroller, such authorized officials may in their absolute discretion determine not to execute and deliver any Bond Purchase Agreement even though the same shall comply with this ordinance and the Act, in which event the City shall have no obligation whatsoever with respect thereto.

Section 10. The Mayor or the Comptroller is hereby authorized to prepare, execute and deliver an Official Statement for and on behalf of the City pursuant to the Bond Purchase Agreement.

Section 11. The Program Handbook shall contain the substance of the following clause:

The Participant will not arbitrarily reject mortgage loans for residential properties within a specific geographic area in Chicago because of the location and/or age of the property, or, in the case of a proposed borrower, arbitrarily vary the terms of those loans or the application procedures for those loans because of race, color, religion, national origin, age, sex, or marital status. In addition, the Participant will make loans available on low and moderate income residential property in the neighborhoods of the City of Chicago within the limits of its legal restrictions and prudent financial practices.

The Participants shall report to the City Council at such times as the City may reasonably request the following information:

- (1) Number and amount of Home Improvement Loans by census tract and/or zip code;
- (2) The adjusted gross income of all borrowers for the previous year; and
- (3) Such other information as the City may reasonably request.

Section 12. The Mayor, Comptroller, the Commissioner or Acting Commissioner of the Department of Housing, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and making of the Home Improvement Loans, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Commissioner or Acting Commissioner of the Department of Housing of the City is authorized to publish and implement the Program Handbook setting forth the policies and procedures to be followed by the Participants in the Program and to adopt forms for the use of the Participants in the Program. The Mayor, Comptroller, City Clerk and Deputy City Clerk be, and they are hereby, further authorized and directed, for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Note Purchase Agreements or the Indenture or that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Note Purchase Agreements and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

Section 13. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with

the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

Section 14. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining provisions hereof. To the extent that any statutes or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

Section 15. This ordinance shall become effective immediately upon its adoption and approval.

[Bond purchase agreement and preliminary official statement are omitted for printing purposes.]

*Referred--*PROPOSED ORDINANCE CONCERNING THE EXECUTION
OF AN EASEMENT AGREEMENT FROM COMMONWEALTH EDISON
TO THE CITY OF CHICAGO FOR THE CONSTRUCTION
AND MAINTENANCE OF A STORM SEWER.

The Committee on Finance submitted a report recommending that the City Council refer a proposed ordinance authorizing the execution of an Easement Agreement from Commonwealth Edison to the City of Chicago for the construction and maintenance of a storm sewer in the amount of \$7,100 to the Committee on Land Acquisition and Disposition.

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said ordinance was *Referred to the Committee on Land Acquisition and Disposition*.

*Placed on File--*MISCELLANEOUS MATTERS.

The Committee on Finance submitted separate reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Burke the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Policemen's Annuity and Benefit Fund certifying the amount of taxes required to be levied for 1984.

A communication from the Firemen's Annuity and Benefit Fund certifying the amount of taxes required to be levied for 1984.

A communication from the Municipal Employees' Annuity and Benefit Fund certifying the amount of taxes required to be levied for 1984.

COMMITTEE ON AVIATION.

Authority Granted for Execution of Agreement Between City and
State of Illinois for Improvements at Chicago-O'Hare
International Airport.

The Committee on Aviation submitted the following report:

CHICAGO, November 7, 1983.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed Ordinance transmitted herewith (referred on October 12, 1983) to authorize execution of agreement of limited agency between the City of Chicago and the State of Illinois for airport improvements at Chicago-O'Hare International Airport.

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the Seal of the City of Chicago upon an agreement of limited agency between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said agreement to be in the attached form.

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

[Agreement attached to this ordinance printed on pages 3273 thru 3276
of this Journal.]

**Authority Granted to Execute Second Amendment to Grant Agreement
Between City and F.A.A. for Projects at Chicago-O'Hare
International Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, November 7, 1983.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 31, 1983) to authorize execution of a second amendment to a grant agreement between the City of Chicago and the Federal Aviation Administration for additional projects at Chicago-O'Hare International Airport.

(Continued on page 3277)

AGREEMENT OF LIMITED AGENCY

Federally Assistance Airport Project

Federal Project Number 3-17-0022-02

Illinois Project Number

THIS AGREEMENT, made an entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part

WITNESSETH:

WHEREAS, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvements Act of 1982; and

WHEREAS, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-02 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

WHEREAS, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-02 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of One Million Six Hunderd Fifty Thousand Dollars (\$1,650,000.)

WHEREAS, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

WHEREAS, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-02 pursuant to statute; and

WHEREAS, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-02 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.

5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsive or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Two Million Two Hundred Thousand Dollars (\$2,200,000.); and a Grant Offer from the United States was tendered in the amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.); and

Accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-02 will be Five Hundred Fifty Thousand Dollars (\$550,000.); and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates repectively hereafter set forth.

ATTEST _____
Chief Engineer

DATE _____
(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
Party of the First Part

BY _____
Secretary

CITY OF CHICAGO, a municipal
corporation of the State of Illinois
Party of the Second Part

DATE _____

BY _____
Mayor

provided that neither the Division nor the State shall

DATE _____

BY _____
Commissioner of Aviation

ATTEST: _____

City Comptroller

ATTEST: _____

City Clerk
(SEAL)

Approved as to Form and Legality

DATE _____

Corporation Counsel

(Continued from page 3272)

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation is authorized to execute upon approval as to form and legality by the Corporation Counsel, a second amendment to grant agreement 6-17-0022-15 authorized by the City Council on October 22, 1981 (C.J.P. pp. 7571 - 7588) with the United States government, Federal Aviation Administration, said amendment to be in the form as attached.

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

[Second amendment to grant agreement attached to this ordinance printed on pages 3278 thru 3279 of this Journal.]

COMMITTEE ON EMPLOYMENT.

Action Deferred--ON PROPOSED ORDINANCE AMENDING
CHAPTER 26 OF MUNICIPAL CODE BY ADDITION OF
NEW SECTIONS 26-27, 26-28 and 26-29 CONCERNING
EMPLOYMENT REQUIREMENTS
FOR CONSTRUCTION PROJECTS ETC.

The Committee on Employment submitted a report, which was, on motion of Aldermen Santiago and Brady *Deferred* and ordered published.

CHICAGO, November 3, 1983.

To the President and Members of the City Council:

Your Committee on Employment, having had under consideration a proposed ordinance (which was referred on October 20, 1983) to amend Chapter 26 of the Municipal Code of Chicago by adding thereto new sections in its proper numerical sequence to be known as Sections 27, 28 and 29, as it relates to employment for any construction project having an estimated contract value of \$100,000 or more which is funded entirely by the City of Chicago with its own revenues or by funds which the City expends or administers in accordance with a Federal grant, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinance, which is transmitted herewith.

(Continued on page 3280)

SECOND AMENDMENT TO GRANT AGREEMENT

Chicago O'Hare International Airport
Chicago, Illinois
ADAP Project No. 6-17-0022-15
Contract No. DOT-FA81-GL-8260

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA"), has determined that, in the interest of the United States, the Grant Agreement relating to the above-numbered project between the Administrator of the Federal Aviation Administration, acting for and on behalf of the United States of America, and the City of Chicago, Illinois (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 28, 1981, and amended on July 7, 1982, should be further amended as hereinafter provided; and

WHEREAS, it has been determined to be in the best interests of the FAA to revise the project description to add shoulder rehabilitation on Runway 4R/22L, one CFR vehicle, retrofit eight snow blowers, and acquire one snow plow; and

WHEREAS, the additional development can be accomplished with no change in the maximum obligation to the United States under this Grant Agreement.

NOW, THEREFORE, WITNESSETH:

That on consideration of the benefits to accrue to the parties hereto, the FAA on the one part, and the sponsor on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended by:

1. Deletion of the period from the project description in the First Amendment and addition of the following:

"; rehabilitate shoulders on Runway 4R/22L; acquire one 3000 gallon CFR vehicle; retrofit eight snow blowers; and acquire one snow plow with carrier vehicle."

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATIONBy John RindethTitle Acting Manager, Chicago Airports District OfficeOCT 20 1983

Date _____

City of Chicago, Illinois

Name of Sponsor

By Thomas KapsnerTitle COMMISSIONER OF AVIATION

Date _____

(SEAL)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the City of Chicago, Illinois, do hereby certify:

That I have examined the foregoing Second Amendment to Grant Agreement and the proceedings taken by the said sponsor relating thereto and find that the execution thereof by the sponsor has been duly authorized, and is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Second Amendment to Grant Agreement constitutes a legal and binding obligation of the sponsor in accordance with the terms thereof.

Executed this _____ day of _____, 1983.

By _____

Title _____

(Continued from page 3277)

This recommendation was concurred in by 7 members of the Committee, with 2 dissenting votes.

Respectfully submitted,
(Signed) FRANK J. BRADY,
Chairman.

The following is said substitute proposed ordinance which was transmitted with the foregoing committee report:

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

Section 1. That the Municipal Code of Chicago is hereby amended to add the new sections 27, 28 and 29 to Chapter 26 in *Italics*, as follows:

26-27.1 For any construction project having an estimated contract value of \$100,000 or more which is funded entirely by the City of Chicago with its own revenues or in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given--such programs include, but are not limited to, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants--the total construction worker hours by the contractor and subcontractors in the category of unskilled construction laborers shall be performed at least 50 percent by actual residents of the City of Chicago. The total construction worker hours by the contractor and subcontractors in the category of skilled construction trade workers shall be performed as follows:

For contracts advertised as of January 1, 1984 - at least 40 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

For contracts advertised as of January 1, 1985 - at least 45 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

For contracts advertised as of January 1, 1986 and thereafter - at least 50 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

These minimal percentage levels of Chicagoans as laborers and skilled trade workers shall not be understood as limiting or deterring the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements.

26-27.2 Implementation of these requirements will be achieved through contracts written by the supervising department which shall include the following language:

"Skilled construction trade workers" includes all worksite foremen, journeyworkers--including Technical Engineers, apprentices, construction trainees and helpers. Salaried superintendents are excluded from the coverage of this Special Provision, as well as clerical workers, security guards, and custodial workers.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Contractor shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The Contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly Certified Payroll reports, U. S. Department of Labor Form WH-347 or equivalent, submitted to the Commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted Certified Payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the Contractor's and subcontractor's employment record shall be granted to the Purchasing Agent, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the Supervising Department affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Contractor to provide utilization of actual Chicago residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work is completed, in the event that the City has determined that the Contractor was not compliant in the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the Contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for laborers and that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the Contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for skilled trade workers. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidating damages as if no Chicago residents were employed in either of the categories. The wilful falsification of statements in the certification of payroll data may subject the Contractor or subcontractors to civil or criminal prosecution. See Section 1001 of Title 18 Section 231 of Title 31 of the United States Code.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

26-27.3 The monetary damages stipulated in 26-27.2 may be adjusted by the City of Chicago Purchasing Agent to represent a larger fraction of the base bid price but may not be adjusted to a lower fraction. Any such change must be made effective for all contracts advertised as of a specific date chosen by the Purchasing Agent and must be made prior to said advertisement.

26-28.1 For any construction project having an estimated contract value of \$100,000 or more which is directly supervised by the City of Chicago beginning with the calendar year 1984, the City shall have as its yearly Equal Employment Opportunity goals the following percentages of construction aggregated work hours in each of the categories of construction journeyworker, apprentice and construction laborer:

- a. at least 25 percent by minorities
- b. at least 7 percent by women

The Department of Purchases, Contracts and Supplies shall employ the Canvassing Formula on all construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago in order to effectuate the achievement of these goals.

These goals shall also apply to construction projects subsidized in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given--such programs include, but are not limited to, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants--and shall be monitored by the supervising department.

26-28.2 Fulfillment of these Equal Employment Opportunity goals for construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago will be achieved through contracts written by the supervising department which shall include the following language:

In accord with the Municipal Code of Chicago, in Chapter 26, Sections 27 and 28, and to maximize the use of Minority and female personnel on this project, the City of Chicago has established the following Canvassing Formula for the purpose of evaluating proposal and awarding the Contract.

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentage of the Journeyworker and Apprentice and Laborer hours to be expended in the construction of the project. Lines 2, 4, and 6 in the formula shall not be greater than 50 percent in each category, for the purpose of canvassing only. The 50 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10, and 12 shall not be greater than 10 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured from the total hours of Construction workers employed on the projects within each of the categories of Journeyworkers, Apprentice, Laborers by the Contractor and all of the worksite subcontractors.

Canvassing Formula

Line 1.	Base Bid, in figures	_____
Line 2.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. Maximum figure .50.	_____
Line 3.	Multiply line 2 by line 1 by 0.04	_____
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. Maximum figure .50.	_____
Line 5.	Multiply line 4 by line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. Maximum figure .50.	_____
Line 7.	Multiply line 6 by line 1 by .01.	_____
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project. Maximum figure .10.	_____
Line 9.	Multiply line 8 by line 1 by 0.04	_____
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. Maximum figure .10.	_____
Line 11.	Multiply line 10 by line 1 by 0.03.	_____
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female laborers during construction of the project. Maximum figure .10.	_____

- Line 13. Multiply line 12 by line 1 by 0.01. _____
- Line 14 Summation of lines 3, 5, 7, 9, 11, and 13. _____
- Line 15. Subtract line 14 from Line 1 = Award
Criteria Figure. _____

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure, Line 15, to the space provided on the itemized Proposal sheet. A contract in the amount of the total Base Bid will be awarded to the responsible bidder with the lowest Award Criteria Figure. The City reserves the right to revise all arithmetic calculation for correctness. The Contractor is obliged during the construction of the Project to fulfill every numerical commitment made under the Canvassing Formula categories. Therefore every limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor's obligations as established under the Canvassing Formula is not available due to such circumstances found to exist during construction. Also, if Journeyworkers will not be employed in the project, or Apprentices, or Laborers, then the proposal made in the appropriate Lines, Lines 2 and 8, or Lines 4 and 10 or Lines 6 and 12, should be entered as "0" percent, since when no Journeyworker or Apprentice or Laborer hours are reported after construction, this will be computed by the City as 0 percent Minority/female hours achieved. If commitments are made in the Apprentice Category, Lines 4 and 10, the total Apprentice hours to be employed on the project should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of Minority or female Apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 hours of Minority or female employment as Apprentices. For this reason, where a Minority or female percentage commitment has been made, if in the final audit of the performance of the Contract there are less than 40 Minority or female Apprentice hours counted, then the number of Minority or female Apprentice hours will be counted by the City as "0" for the purpose of measuring the achievement towards the Apprentice Canvassing Formula goal.

Therefore, notice that when the Contractor is under a Minority or female Apprentice goal, Line 4 or Line 10 above, the Contractor will be subject to the full amount of liquidating damages, see Line 5 and Line 11, if at least 40 hours of Minority or female Apprenticeship are not achieved. When the bidder foresees that this minimum amount of Apprenticeship is not available to the project, then "0" should be put in Line 4 and Line 10 as the percentage commitment for Apprentices.

The Contractor is obligated to meet the total commitment made in each category under penalty of liquidating damages. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the Proposal on Lines 2, 4, 6, 8, 10 and 12 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor.

Liquidating Damages

For each one percent, 1%, deficiency of minority Journeyworkers not utilized toward the goal - line 2 - four cents per each hundred dollars of the Base Bid calculated as follows:

$$\frac{\text{Line 1} \times .04}{100}$$

And each one percent, 1%, deficiency of shortfall toward the goal - line 8 - for female Journeyworkers shall be computed in the same way.

For each one percent, 1%, deficiency of minority Apprentices not utilized toward the goal - line 4 - three cents per each hundred dollars of the Base Bid calculated as follows:

$$\frac{\text{Line 1} \times .03}{100}$$

And each one percent, 1%, of shortfall toward the goal - line 10 - for female Apprentices shall be computed in the same way.

For each one percent 1%, deficiency of minority Laborers not utilized toward the goal - line 6 - one cent per each hundred dollars of the Base Bid calculated as follows:

$$\frac{\text{Line 1} \times .01}{100}$$

And each one percent 1%, of shortfall toward the goal - line 12 - for female Laborers shall be computed in the same way.

Reporting

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll, U. S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or the equivalent, with race and gender of employees clearly named or coded each week. The Contractor is responsible to forward every worksite subcontractor's weekly certified payroll. Supportive information regarding an employee's race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will be subject to the penalty of liquidating damages in the total amount listed above in line 14.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the Canvassing Formula.

Black	=	Persons having origins in any of the Black racial groups of Africa.
Hispanic	=	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
Native American	=	Persons who are American, Indians, Eskimos, Aleuts or Native Hawaiians.
Asian Pacific	=	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marianas.
Asian Indian	=	Persons whose origins are from India, Pakistan, and Bangladesh.

Included in the Canvassing Formula as "Journeyworkers" are the construction site Journeyworkers from the major trades including Truck Drivers, Electrical Groundsmen, and Elevator Construction Helpers. Other "Helpers," Watchmen, Custodial workers, Clerical workers, and salaried Superintendents are not creditable in the Formula. Hourly wage "Foremen" and "General Foremen" will be counted as Journeyworkers for purposes of the Canvassing Formula.

Included in the Canvassing Formula as "Apprentices" are only bona fide Apprentices currently in a training program certified by the U. S. Department of Labor-Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the Formula. Individual workers who are both minority and female will have all their hours counted toward both a Minority goal and any female goal.

Other Regulations

The adherence to the Canvassing Formula does not abrogate other responsibilities of the Contractor to comply with Equal Employment opportunity requirements or local residency requirements under Federal Law, the State Statutes, City Ordinance, prevailing government regulations, or terms contained elsewhere in this Contract.

26-28.3 The monetary damages stipulated in 26-28.2 may be adjusted by the City of Chicago Purchasing Agent to represent a larger fraction of the base bid price but may not be adjusted to a lower fraction. Any such change must be made effective for all contracts advertised as of a specific date chosen by the Purchasing Agent and must be made prior to said advertisement.

26-29. For construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago, the City of Chicago Purchasing Agent shall report during the first quarter of each calendar year at a public hearing before the City Council Committee on Employment to detail compliance and the methods used to achieve compliance with the requirements of sections 27 and 28 of this chapter for the prior calendar year. A written report of this testimony shall be made available to the public by the purchasing agent.

For construction projects funded in part with federal revenues pursuant to 26-17.1, the head of the supervising department shall report during the first quarter of each calendar year at a public hearing before the City Council on Employment to detail compliance and the methods used to achieve compliance with the requirements of sections 27 and 28 of this chapter for the prior calendar year. A written report of this testimony shall be made available to the public by the head of the supervising department.

SECTION 2. This ordinance shall take effect for all construction contracts advertised on January 1, 1984 and thereafter.

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

Action Deferred--ON PROPOSED ORDINANCE TO EXTEND
FIREARM RE-REGISTRATION.

The Committee on Police, Fire and Municipal Institutions submitted the following report, which was, on motion of Alderman Oberman and Alderman Orr, *Deferred*, and ordered published:

CHICAGO, November 8, 1983.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, having under consideration a proposed ordinance (which was referred on October 20, 1983) to extend the date when firearms, currently registered must be re-registered, to December 31, 1983, due to the fact that as of June 9, 1982, the City of Chicago did not have the necessary forms available to the public so they could comply with Section 11.1 7b, because of unanticipated processing problems incurred through not fault of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee who were present, with 1 abstaining vote.

Respectfully submitted,
(Signed) MICHAEL SHEAHAN,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, The City of Chicago's new gun control ordinance went into effect on April 9, 1982; and

Whereas, Section 11.1-7b of said ordinance states: "Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter"; and

Whereas, The gun re-registration was extended on July 18, 1983, until October 30, 1983; and

Whereas, The extension granted to the public to re-register their firearms has been shortened due to the unanticipated processing problems incurred through no fault of the City of Chicago; now, therefore,

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

Section 1. That the Mayor and Members of the Chicago City Council in meeting assembled October 20, 1983, that the date when firearms currently registered must be re-registered is extended to December 31, 1983.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Loading Zones Established and Amended on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on February 11, 1981, June 28, July 27, August 10, and August 17, 1983) in reference to loading zones.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

Nays--None.

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

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

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

<i>Public Way</i>	<i>Distance and Hours</i>
W. Adams Street (south side)	From a point 45 feet east of N. Racine Avenue to a point 25 feet east thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
W. Armitage Avenue (north side)	From a point 20 feet west of N. Laporte Avenue to a point 25 feet west thereof--8 A.M. to 6 P.M.--Monday thru Friday;
S. Cornell Avenue (east side)	From a point 45 feet north of E. 56th Street to a point 25 feet north thereof-- 8 A.M. to 6 P.M.--Monday thru Friday;
W. Devon Avenue	At No. 2341--8 A.M. to 6 P.M.--Monday thru Friday;

N. Elston Avenue (east side)	From a point 215 feet west of N. Keeler Avenue to a point 25 feet west thereof--9 A.M. to 5 P.M.--Monday thru Friday;
N. Franklin Street (east side)	From a point 40 feet north of W. Kinzie Street to a point 30 feet north thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
W. Grant Place (north side)	From a point 140 feet east of N. Geneva Terrace to a point 40 feet east thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
N. Kenmore Avenue (east side)	From a point 181 feet north of W. Foster Avenue to a point 35 feet north thereof--10 A.M. to 5 P.M.--Monday thru Friday;
W. Higgins Avenue (north side)	From a point 55 feet west of N. Mont Clare Avenue to a point 25 feet thereof--8 A.M. to 6 P.M.--Monday thru Friday;
N. Kenneth Avenue (west side)	From a point 125 feet north of W. Lawrence Avenue to a point 50 feet north thereof--8 A.M. to 6 P.M.--Monday thru Friday;
N. Lincoln Avenue (west side)	From a point 115 feet north of W. Addison Street to a point 25 feet north thereof--9 A.M. to 6 P.M.--Monday thru Saturday;
N. Rockwell Street (west side)	From a point 20 feet north of W. Fletcher Street to a point 80 feet north thereof--7 A.M. to 4 P.M.--Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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Loading Zones Amended.

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

SECTION 1. That an ordinance passed by the City Council on October 8, 1946, page 6425 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

S. Indiana Avenue	For a distance of 40 feet in front of Nos. 2254-2256.
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SECTION 2. That an ordinance passed by the City Council on September 19, 1946, page 6319 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

23rd Street	For a distance of 75 feet in front of Nos. 101-107 E.
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SECTION 3. That an ordinance passed by the City Council on October 8, 1946, page 6427 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

23rd Street	For a distance of 75 feet in front of Nos. 101-132 E.
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SECTION 4. That an ordinance passed by the City Council on July 12, 1950, page 6587 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

E. 23rd Street

For a distance of 30 feet in front of Nos. 190-192, 8 A.M. to 6 P.M.--except Sundays and holidays.

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

**Vehicular-Traffic Movements Restricted and Amended
on Portions of Sundry Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on June 28, July 27, August 10 and August 17, 1983) in reference to vehicular-traffic movements.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

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):

Vehicular-Traffic Movements Restricted.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

<i>Public Way</i>	<i>Limits and Direction</i>
N. Artesian Avenue	From W. North Avenue to W. Bloomingdale Avenue -- northerly;
W. Belden Avenue	From N. Oak Park Avenue to N. Rutherford Avenue -- easterly;
N. Bernard Avenue	Between W. Barry Avenue and W. Belmont Avenue -- northerly;
S. Canal Street	From W. Roosevelt Road to W. Polk Street -- northerly;
First alley east/west	North of W. Grand Avenue from N. McVicker Avenue to N. Austin Avenue -- easterly;
Gresham Avenue	From W. Barry Avenue to N. Milwaukee Avenue -- southerly;
N. Merrimac Avenue	From W. Diversey Avenue to W. Wrightwood Avenue -- southerly;

First alley east	Of S. Springfield Avenue from W. 27th Street to W. 26th Street --northerly;
First alley south	Of W. 26th Street from S. Springfield Avenue to S. Avers Avenue --easterly;
W. 84th Place	From S. Homan Avenue to S. Kedzie Avenue -- easterly;
W. 112th Street	Between S. Oakley Avenue and S. Western Avenue -- westerly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Vehicular-Traffic Movements Amended.

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

SECTION 1. That an ordinance passed by the City Council on July 12, 1974, printed on page 8592 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of sundry streets, be and the same is hereby amended by striking therefrom, the following:

S. Knox Avenue from W. 47th Street to S. Archer Avenue--southerly and inserting in lieu thereof S. Knox Avenue from the first alley south of W. 47th Street to S. Archer Avenue--southerly.

SECTION 2. That an ordinance passed by the City Council on June 28, 1983, printed on pages 293 and 294 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

W. 19th Street From S. Rockwell Street to S. Washtenaw Avenue--westerly.

SECTION 3. That an ordinance passed by the City Council on June 28, 1983, printed on pages 293-294 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets and alleys, be and the same is hereby amended by striking therefrom, the following:

First alley south of W. 55th Street between S. Mulligan Avenue and S. Mobile Avenue--easterly.

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal of Parking Meters Authorized on Portion of W. 63rd St.

The Committee on Traffic Control and Safety submitted a proposed ordinance (under a separate committee report) recommending that the City Council pass said proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on June 28, 1983):

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

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the removal of parking meters at the following location:

W. 63rd Street (both sides)

At the 3500 block.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

Nays--None.

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

Parking Limitations Established on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances referred to the committee on June 28, July 13, and August 17, 1983).

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

<i>Public Way</i>	<i>Limits and Time</i>
W. Dickens Avenue (south side)	From a point 315 feet east of N. Austin Avenue to a point 170 feet east thereof--90 minutes--at all times;
S. Pulaski Road (west side)	From W. 49th Street to W. 50th Street--1 hour, 8 A.M. to 6 P.M.--Monday thru Friday;
W. School Street (south side)	From a point 20 feet west of N. Harlem Avenue to a point 60 feet east thereof--2 hours, 9 A.M. to 6 P.M.--Monday thru Friday;
W. 57th Street (north side)	From S. Harlem Avenue to the first alley east thereof--1 hour, 8 A.M. to 6 P.M.--Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

Nays--None.

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

**Regulations Prescribed and Amended in
Reference to Parking of Vehicles
on Sundry Streets.**

The Committee on Traffic Control and Safety submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on June 28, July 6, July 13, July 27, August 10, August 17 and August 31, 1983).

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

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):

Prohibition At All Times Against Parking of Vehicles.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

<i>Public Way</i>	<i>Area</i>
S. Albany Avenue (west side)	From a point 265 feet north of W. 62nd Street to a point 20 feet north thereof--(No. 6130 S. Albany Avenue--Permit No. 689);
W. Augusta Boulevard (south side)	From N. Milwaukee Avenue to a point 130 feet west thereof--at all times;
W. Brayton Avenue (north side)	From a point 510 feet west of S. State Street to a point 25 feet west thereof--(No. 54 W. Brayton Street--Permit No. 700);
N. Broadway (west side)	From a point 210 feet north of Buena to a point 75 feet north thereof-- at all times;
S. Campbell Avenue (east side)	From a point 200 feet south of W. 56th Street to a point 25 feet south thereof--(No. 5617 S. Campbell Avenue--Permit No. 681);
W. Estes Avenue (north side)	From a point 68 feet east of N. Washtenaw Avenue to a point 25 feet east thereof-- (No. 2648 W. Estes Avenue-- Permit No. 688);
N. Francisco Avenue (west side)	At No. 1656--at all times;

W. Fullerton Avenue (both sides)	From a point 150 feet east of N. Cicero Avenue to a point 150 feet west of N. Cicero Avenue--at all times;
W. Gladys Avenue (north side)	From a point 270 feet west of S. Laramie Avenue to a point 25 feet west thereof-- (No. 5228 W. Gladys Avenue--Permit No. 682);
N. Harlem Avenue (west side)	From W. Bryn Mawr Avenue to W. Olive Avenue--at all times;
S. Karlov Avenue (both sides)	From S. Archer Avenue to W. 51st Street--at all times--Trucks Only;
S. Kedzie Avenue (east side)	From W. 71st Street to W. Marquette Road -- at all times;
N. Kimball Avenue (east side)	From a point 40 feet north of Woodard Street to a point 25 feet north thereof -- at all times;
S. Kolin Avenue (east side)	From a point 180 feet south of W. 47th Street to a point 25 feet south thereof -- (No. 4719 S. Kolin Avenue -- Permit No. 636);
S. Lawndale Avenue (west side)	From W. 49th Street to the railroad tracks south thereof -- at all times;
N. Leclaire Avenue (east side)	From North Avenue to a point 40 feet north thereof -- at all times;
S. Merrimac Avenue (east side)	From Archer Avenue to the first alley south thereof -- at all times;
S. Morgan Street (west side)	From a point 265 feet south of W. 69th Street to a point 20 feet south thereof -- (No. 6928 S. Morgan Street -- Permit No. 690);
W. Newport Avenue (south side)	From a point 205 feet west of N. Pulaski Road to a point 25 feet west thereof -- (No. 4023 W. Newport Avenue -- Permit No. 693);
N. Pine Grove Avenue (east side)	From a point 125 feet south of Irving Park Road to a point 25 feet south thereof -- at all times;
N. Richmond Street (west side)	From a point 130 feet south of W. Ardmore Avenue to a point 25 feet south thereof - - (No. 5744 N. Richmond Street -- Permit No. 694);
N. Ridgeway Avenue (west side)	From a point 200 feet south of W. Ainslie Street to a point 25 feet south thereof - - (No. 4838 N. Ridgeway Avenue -- Permit No. 680);
S. Washtenaw Avenue (east side)	From W. 15th Street to W. 15th Place -- at all times;
N. Western Avenue (west side)	From the driveway at No. 5356 to a point 30 feet north thereof -- at all times;
S. Wolcott Avenue (west side)	From a point 50 feet south of W. 48th Street to a point 25 feet south thereof -- (No. 4804 S. Wolcott Avenue -- Permit No. 674);

W. 33rd Street (both sides)	From S. Pulaski Road to S. Springfield Avenue -- at all times;
W. 45th Place (south side)	From a point 70 feet east of S. Western Boulevard to a point 15 feet east thereof -- at all times;
W. 71st Street (south side)	From a point 100 feet west of S. May Street to a point 25 feet west thereof -- (No. 1143 W. 71st Street -- Permit No. 673);
W. 74th Street (south side)	From a point 100 feet east of S. Ada Street to a point 25 feet east thereof -- (No. 1269 W. 74th Street -- Permit No. 687);
E. 87th Street (north side)	From S. Dobson Avenue to a point 90 feet east thereof -- at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amend Parking Prohibited Tow Away Zones on Portions of
Designated Streets.*

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

SECTION 1. That an ordinance passed by the City Council on September 15, 1982, page 12352 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended, as it relates to W. Maple Street (north side) from N. Dearborn Street to a point 160 feet east thereof, by adding thereto the words Tow Zone.

SECTION 2. That an ordinance passed by the City Council on October 2, 1980, page 4131 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended as it relates to the following:

W. 9th Street (both sides)	From S. State Street to S. Park Terrace - - parking prohibited at all times;
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by adding the words

Tow Away.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Against Parking of Vehicles During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways, in the areas indicated during the hours specified:

Public Way

Limits and Time

W. Cortland Street (south side)	From N. Springfield Avenue to N. Harding Avenue -- 8 A.M. to 4 P.M. -- Monday thru Friday;
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N. Nottingham Avenue (both sides)	From W. Talcott Avenue to W. Bryn Mawr Avenue -- 8 A.M. to 10 A.M. --Monday thru Friday;
N. Oketo Avenue (both sides)	At No. 5500 -- 8 A.M. to 10 A.M. --Monday thru Friday;
N. Spaulding Avenue (east side)	From a point 350 feet north of W. Chicago Avenue to a point 60 feet north thereof - - 7 A.M. to 5 P.M. --Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend Prohibition Against Parking of Vehicles During Specified Hours.

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

SECTION 1. That the ordinance passed by the City Council on June 30, 1982, page 11288 of the Journal of the Proceedings of said date, establishing loading zones at specified locations, during the hours designated, is hereby amended as it relates to the following:

N. Clark Street (west side)	From a point 295 feet north of W. Grace Street to a point 45 feet north thereof - - 8 A.M. to 8 P.M. --Monday thru Saturday;
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by striking therefrom Saturdays and inserting in lieu thereof Sundays.

SECTION 2. That a proposed ordinance appearing on page 16405 of the Proceedings of March 9, 1983 prohibiting the parking of vehicles in front of No. 2920 N. Elston Avenue -- 8 A.M. to 5 P.M. -- Monday thru Friday, be and the same is hereby rescinded.

SECTION 3. Amend an ordinance passed July 27, 1983, page 985 which reads N. Octavia Avenue from W. Gregory Street to W. Higgins Avenue, Parking Prohibited During Specified Hours -- 8 A.M. to 10 A.M. -- Sunday and holidays by striking "8 A.M. to 10 A.M. and holidays" and inserting in lieu thereof "No Parking -- 7 A.M. to 4 P.M. -- Monday thru Saturday."

SECTION 4. That an ordinance passed by the City Council on December 27, 1967, page 2066 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:-

S. State Street (west side)	From W. 120th Street to W. 121st Street -- 8 A.M. to 10 A.M. -- except Saturdays, Sundays and holidays.
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SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Parking Established on Portion of N. Neva Av.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Residential Parking, for the following location:

<i>Street</i>	<i>Limits</i>
N. Neva Avenue (both sides)	From W. Bryn Mawr Avenue to W. Talcott Avenue--at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

—
*Amend Residential Parking on Portion of
W. Eddy St.*

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

SECTION 1. That an ordinance passed by the City Council on December 3, 1981, page 8213 of the Journal of the Proceedings of said date, establishing Residential Parking Area Zone 10, is hereby amended by striking therefrom the following:

W. Eddy Street (both sides)

No. 5700 block.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

—
**"Traffic Lane Tow-Away Zone" Established on
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on June 28, July 13 and July 27, 1983):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following locations are hereby designated as a "Traffic Lane - Tow Away Zone" between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way

Limits and Time

W. Division Street (south side)

From N. Dearborn Street to the first alley east thereof--9 P.M. to 9 A.M.;

Hubbard Street (south side)

From Kingsbury Street to a point 119 feet east--at all times;

First north/south alley

East of S. Millard Avenue from W. 54th Street to W. 55th Street--at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

**Traffic Warning Signs Established on
Portions of Sundry Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee on December 1, 1982, January 28, June 28, July 6, July 13, July 27, August 10, August 17 and August 31, 1983).

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

<i>Street</i>	<i>Type of Sign</i>
S. Aberdeen Street for W. 61st Street	"1-Way Stop" sign;
S. Aberdeen Street for W. 65th Street	"3-Way Stop" sign;
W. Albion Avenue and Sheridan Road	"No Turn on Red" signs;
W. Albion Avenue and N. Winthrop Avenue	"3-Way Stop" signs;
East/West alley first north of W. Arlington Place 600 block	"Stop" sign;
Westbound Lawrence Avenue viaduct at Avondale Avenue and N. Laramie Avenue to prevent traffic going to W. Wilson Avenue	"No Left Turn" signs;
N. Campbell Avenue and W. Haddon Avenue	"Stop" signs;
W. Carmen Avenue and N. Mulligan Avenue	"4-Way Stop" sign;
W. Carmen Avenue and N. Washtenaw Avenue	"Stop" sign;
Stopping S. Christiana Avenue for W. 56th Street	Installation of "Stop" signs;
W. Cornelia Avenue and N. Southport Avenue	"4-Way Stop" sign;
W. Cornelia Avenue for N. Lockwood Avenue	"Stop" sign;
W. Dickens Avenue for westbound traffic at N. Fremont Street	"All Way Stop" signs;
Northbound traffic on N. Drake Avenue at intersection of W. Waveland Avenue	"Stop" sign;
S. Eggleston Avenue at W. 109th Street	"Stop" sign;
Northeast and northwest corners of W. Foster Avenue and N. Lovejoy Avenue	"Stop" sign;
Alley at the rear of 6101 N. Francisco Avenue	"Slow Children Crossing" signs;
Southeast and southwest corners of W. Gettysburg Street and N. Lovejoy Avenue	"Stop" sign;
Southwest corner of W. Giddings Street and N. Seeley Avenue stopping traffic on Giddings Street	"Stop" signs;
North and southbound traffic on N. Hamlin Avenue at W. Iowa Street	"Stop" sign;
N. Hamlin Avenue and W. Wellington Avenue	"4-Way Stop" sign;

At the intersection of W. 80th Street and S. Harvard Avenue	"3-Way Stop" sign;
S. Harvard Avenue at W. 114th Street	"Stop" sign;
Northeast corner of W. Jarlath Avenue and N. Sacramento Avenue stopping Jarlath Avenue	"Stop" sign;
North and southbound on S. Karlov Avenue at W. 62nd Street	"Stop" sign;
North and south corners of N. Elston Avenue at N. Kimball Avenue	"No Turn on Red" signs;
North and southbound traffic on S. Lafayette Avenue at intersection of W. 116th Street	"Stop" signs;
W. Barry Avenue and N. Lamon Avenue	"Stop" signs;
Southbound traffic on S. Laporte Avenue at W. 49th Street	"Stop" sign;
Southbound traffic on S. Laporte Avenue at the intersection of W. 50th Street	"Stop" signs;
Southbound traffic on S. Lawndale Avenue at intersection of W. Columbus Avenue	Erection of "No Turn On Red" signs;
Southbound traffic on S. Leamington Avenue at the intersection of W. 48th Street	Erection of "Stop" signs;
Northbound traffic on S. Leclaire Avenue at W. 49th Street	"Stop" sign;
Northbound traffic on S. Leclaire Avenue at W. 50th Street	"Stop" sign;
S. Lituanica Avenue and W. 34th Street stopping Lituanica Avenue	"2-Way Stop" sign;
Southbound traffic on S. Lotus Avenue at W. 52nd Street	"Stop" sign;
Northbound traffic on S. Major Avenue (one-way) at the intersection of W. 52nd Street	"Stop" signs;
N. Malden Street and W. Leland Avenue	"4-Way Stop" sign;
North and southbound traffic on S. Morgan Street at W. 80th Street	"Stop" signs;
E. 89th Street and S. Muskegon Avenue	"Stop" signs;
Southeast corner of N. Nagle Avenue and W. George Street stopping Nagle Avenue traffic	"Stop" sign;
Northbound traffic on N. Nagle Avenue at W. George Street	"Stop" sign;
North and southbound traffic on S. Nashville Avenue at W. 54th Street	"Stop" signs;
North and southbound traffic on S. Natoma Avenue at W. 61st Street	"Stop" signs;

North and southbound traffic on S. New England Avenue at W. 63rd Place	"Stop" signs;
W. Newport Avenue and N. Karlov Avenue	"4-Way Stop" sign;
N. Nordica Avenue and W. Strong Street	"4-Way Stop" sign;
N. Normandy Avenue and W. Carmen Avenue	"4-Way Stop" sign;
North and southbound traffic on S. Normandy Avenue and W. 62nd Street	"Stop" signs;
N. Oakley Avenue and W. Berwyn Avenue	"Stop" signs;
N. Panama Avenue and W. Addison Street	Automatic traffic control
N. Panama Avenue and Forest Preserve Drive	Automatic traffic control
S. Parnell Avenue and W. 36th Street stopping Parnell Avenue	"2-Way Stop" sign;
N. Ridgeway Avenue and W. Ainslie Street	"Stop" sign;
Southbound traffic on S. Rutherford Avenue at W. 53rd Street	"Stop" signs;
N. Sayre Avenue and W. Strong Street stopping Sayre Avenue	"2-Way Stop" sign;
North and southbound traffic on S. Sayre Avenue at W. 64th Street	"Stop" signs;
Eastbound traffic on W. Schubert Avenue at N. Moody Avenue	"Stop" sign;
N. Sheridan Road and W. Lawrence Avenue	"No Turn on Red" signs;
S. Shields Avenue and W. 32nd Street stopping north and south on Shields Avenue	"Stop" sign;
N. Springfield Avenue and W. Dickens Street	"3-Way Stop" sign;
Lower Stetson Court at Wacker Drive	"One-Way Stop" sign;
Northwest corner of W. Thomas Street and N. Francisco Avenue for southbound traffic	"Stop" signs;
W. Touhy Avenue and N. Paulina Street	"4-Way Stop" signs;
N. Troy Street and W. Wabansia Avenue stopping southbound traffic on Troy Street	"Stop" sign;
S. Trumbull Avenue (one-way street/southerly) at W. 28th Street	"Stop" signs;
East and westbound traffic on W. Waveland Avenue at N. Pontiac Avenue	"Stop" signs;
Northeast corner of W. Winona Avenue and N. Claremont Avenue	"Stop" sign;
N. Winchester Avenue and W. Argyle Street stopping Winchester Avenue	"Stop" sign;
N. Wolcott Avenue and W. Norwood Street stopping Wolcott Avenue	"2-Way Stop" signs;

W. 18th Street and S. Wood Street	"3-Way Stop" signs;
W. 22nd Street and W. 25th Street, S. Kedzie	"Slow Children Crossing" Avenue, S. Albany Avenue signs;
W. 27th Street and S. St. Louis Avenue stopping W. 27th Street traffic	"2-Way Stop" sign;
W. 32nd Street and S. Avers Avenue stopping 32nd Street traffic	"Stop" signs;
W. 32nd Street and S. Hamlin Avenue	"4-Way Stop" signs;
W. 48th Street and S. Springfield Avenue	"3-Way Stop" sign;
W. 48th Street at S. Wood Street stopping westbound 48th Street	"Stop" signs;
W. 49th Street and S. Knox Avenue	"3-Way Stop" signs;
W. 49th Street and S. Leamington Avenue	"3-Way Stop" signs;
East and westbound traffic on W. 52nd Street at S. Linder Avenue	"Stop" sign;
East and westbound traffic on W. 53rd Street at S. McVicker Avenue	"Stop" signs;
54th Street and S. Blackstone Avenue stopping north and south Blackstone Avenue	"Stop" signs;
East and westbound traffic on W. 54th Street and S. Lockwood Avenue	"Stop" signs;
East and westbound traffic on W. 54th Street at the intersection of S. Rutherford Avenue	"Stop" signs;
W. 61st Street and S. Normandy Avenue	"3-Way Stop" sign;
Eastbound traffic on W. 64th Street and S. New England Avenue	"Stop" signs;
W. 68th Street and S. Karlov Avenue	"4-Way Stop" signs;
East and westbound traffic on W. 65th Street at S. Springfield Avenue	"Stop" signs;
East and westbound traffic on W. 66th Street at S. Sangamon Street	"Stop" signs;
S. Wabash Avenue and E. 66th Street stopping north/south traffic on Wabash Avenue	"2-Way Stop" signs;
W. 78th Street and S. Emerald Avenue	"Stop" sign;
E. 88th Street and S. Indiana Avenue	"Stop" signs;
E. 90th Street and S. Martin Luther King Drive	"Stop" sign;
E. 93rd Street and S. Indiana Avenue	"Stop" signs;
E. 93rd Street and S. Wabash Avenue	"Stop" sign;

Eastbound and westbound traffic on W.
110th Street at S. Oakley Avenue

"Stop" signs;

E. 115th Street and S. Ewing Avenue

"4-Way Stop" signs.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

Nays--None.

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

Installation of Specified Traffic Signs Authorized on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed orders and a proposed ordinance previously referred to the committee on June 28, July 13 and August 10, 1983).

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--45.

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):

Installation of No Parking, Standing or Stopping Signs on Portion of N. Nagle Av.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to No Parking, Standing, or Stopping Signs at the following location:

<i>Street</i>	<i>Limits</i>
N. Nagle Avenue (east side)	From W. Gunnison Street to the 1st east/west alley north thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation of No Through Traffic Signs on Portions of Specified Streets.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to No Through Traffic Signs at the following locations:

<i>Street</i>	<i>Limits</i>
Both ends of the north/south alley bounded by	W. Granville Avenue, N. Whipple Street, W. Rosemont Avenue and N. Albany Avenue;
Either side of the 1st east-west alley south of	36th Street between S. Maplewood alley south of Avenue and S. Rockwell Street;
Alley bounded by W. 60th Street	W. 61st Street, S. Narragansett Avenue and S. Nagle Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

**Installation of Pedestrian Actuated Push Button Walk and Don't Walk
Signal Authorized on Portion of W. Grace St.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on June 28, 1983):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to pedestrian actuated push button Walk and Don't Walk Signals at the following location:

<i>Street</i>	<i>Limits</i>
W. Grace Street	Between N. Halsted Street and N. Broadway Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

Weight Limitation Established on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance as a substitute for proposed ordinances transmitted therewith (which were referred to the committee on June 28, July 13 and August 10, 1983):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

*Public Way**Limits and Maximum Load*

W. Cullom Avenue

Between N. Hazel Avenue and N. Broadway
-- 5 tons;

W. Van Buren Street

From N. Kilpatrick Avenue to N. Cicero Avenue
-- 5 tons;

W. 35th Place

From S. Halsted Street to S. Morgan Street
-- 5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

**Proposed Letter Authorized for Removal of Signs Due
to Lack of Payment or Request of Renter.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 9, 1983.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (October 14, 1983) the following correspondence from the Commissioner of Public Works, Bureau of Traffic Engineers and Operations for removal of signs from different locations all over the City of Chicago, for lack of payment or at the renters request, begs leave to recommend that Your Honorable Body do *Approve* the correspondence submitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Huels the said correspondence was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

The following is said correspondence as approved:

No Parking Any Time

Ward 10 S. Avenue "H" WS fap 175 feet N of E. 100th Street tap 25 feet N thereof (9946 S. Avenue "H")--Parking Prohibited At All times--except Handicapped Parking Permit No. 303--Passed 2-11-81, Page 5477;

Ward 14 S. Talman Avenue WS fap 325 feet N of W. 46th Street tap 8 feet N thereof--Parking Prohibited At All Times--except Handicapped Loading Zone--Passed 9-26-79, Page 964;

Ward 14 S. Marshfield Avenue ES fap 350 feet S of W. 49th Street tap 25 feet S thereof (4929 S. Marshfield Avenue--Parking Prohibited At All Times--except Handicapped Parking Permit No. 126)--Passed 9-10-79, Page 656;

Ward 41 N. Octavia Avenue WS fap 80 feet N of W. Touhy Avenue tap 25 feet N thereof (7300 W. Touhy Avenue)--Parking Prohibited At All Times--except Handicapped Parking Permit No. 462--Passed 6-30-82, Page 11294;

Ward 50 N. Fairfield Avenue ES fap 75 feet N of W. Albion Avenue tap 25 feet N thereof (6609 N. Fairfield Avenue)--Parking Prohibited At All Times--except Handicapped Parking Permit No. 233--Passed 11-14-80, Page 4340;

Ward 2 E. 23rd Street BS from Michigan Avenue to Indiana Avenue--No Parking Any Time--Passed 7-7-78, Page 8090;

Ward 4 East End Avenue 84 feet N of Hyde Park Boulevard--No Parking Any Time--Passed 3-22-74, Page 7964;

Ward 32 N. Oakley Avenue WS from Wabansia Avenue to 1st alley S--No Parking Any Time--Passed 8-10-79, Page 657;

Ward 32 Oakley Avenue ES fap 55 feet S of Wabansia Avenue tap 50 feet S thereof--No Parking Any Time--Passed 9-15-76, Page 3687;

Ward 32 W. Wabansia Avenue NS fap 15 feet of N. Claremont Avenue tap 60 E thereof--No Parking Any Time--Passed 6-6-73, Page 5690.

No Parking Loading Zone

Ward 1 2254-56 S. Indiana Avenue--No Parking Loading Zone--8-6 ex. S&H--Passed 10-8-46, Page 6425;

Ward 1 101-107 E. 23rd Street--No Parking Loading Zone--Passed 9-19-46, Page 6319;

Ward 1 190-192 E. 23rd Street--No Parking Loading Zone--8-6 ex. S&H--Passed 7-12-50, Page 6587;

Ward 1 100-132 E. 23rd Street--No Parking Loading Zone--Passed 10-8-46, Page 6427;

Ward 1 E. 26th Street NS fap 70 feet W of Michigan Avenue tap 60 feet W thereof--No Parking Loading Zone--8-6 M-Sat--Passed 11-18-59, Page 1151;

Ward 6 S. State Street ES fap 245 feet N of E. 78th Street tap 90 feet N thereof--No Parking Loading Zone--8-6 ex. S&H--Passed 3-22-74, Page 7961;

Ward 12 S. Pulaski Road WS fap 25 feet N of the north property line of W. 42nd Street tap 35 feet N--No Parking Loading Zone--8-6 ex. SS&H--Passed 7-11-73, Page 616;

Ward 26 W. Division Street SS fap 90 feet E of N. Rockwell Street tap 35 feet E thereof--No Parking Loading Zone--9-6 Mon-Sat--Passed 4-22-81, Page 6042;

Ward 27 W. Randolph Street (South Service Drive) fap 100 feet W. of N. Carpenter Street tap 30 feet W thereof--No Parking Loading Zone--8-6 ex. S&H--Passed 9-9-60, Page 3123;

Ward 30 N. Knox Avenue ES fap 156 feet N. of W. Palmer Street tap, 50 feet N. thereof--No Parking Loading Zone--Passed 1-30-68, Page 2253;

Ward 33 W. Belmont Avenue SS fap 85 feet E of N. California Avenue tap 40 feet E thereof--No Parking Loading Zone--Mon.-Fri.--Passed 2-14-80.

Parking Limited During Specified Hours

Ward 11 W. 37th Street SS from S. Morgan Street to 1st alley east--1 Hour Parking--9-6 ex. SS&H--Passed 1-17-61, Page 4325;

Ward 2 E. 23rd Street BS from Michigan Avenue to Indiana Avenue--30 Minute Parking--Passed 7-7-78, Page 8090.

*Failed to Pass--PROPOSED ORDINANCES AND ORDERS RELATING
TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC.
(Adverse Committee Recommendations).*

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Huels moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became:

"Shall the proposed ordinance or proposed order Pass, notwithstanding the committee's adverse recommendations?", and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr--45.

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

The committee report listing said ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, November 9, 1983.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinance and orders submitted herewith, which were referred to your Committee (May 14, 1980, March 9, 1983, June 28, 1983, July 6, 1983, July 13, 1983, July 27, 1983, August 10, 1983, August 17, 1983) concerning traffic regulations and traffic signs, etc., as follows:

Parking Limited During Specified Hours

N. Elston Avenue	From N. Campbell Avenue to a point 30 feet South thereof: 30 minutes--8 A.M. to 4 P.M.--Monday thru Friday.
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Parking Prohibited During Specified Hours

S. Cottage Grove Avenue (bs)	From E. 113th Street to E. 115th Street--7 A.M. to 9 A.M.--Monday thru Friday;
S. Ellis Avenue (ws)	8316 through 8320--8 A.M. to 4 P.M.--Monday thru Friday;
S. Front Street (bs)	From E. 113th Street to E. 115th Street--7 A.M. to 9 A.M.--Monday thru Friday;
S. King Drive (bs)	From E. 113th Street to E. 115th Street--7 A.M. to 9 P.M.--Monday thru Friday;
S. Meade Avenue (bs)	W. 55th Street to the first alley north thereof--8 A.M. to 5 P.M.--Monday thru Friday.

Parking Prohibited At All Times

N. Ashland Avenue Nos. 2531-2539	(in front of Driveway) (ES);
W. Chicago Avenue	No. 3402;
S. Evans Avenue	No. 4742;
S. Hale Avenue (ws)	No. 11756;
N. Laramie Avenue	Crosswalks at 4727 and 4729;

W. Lawrence Avenue	No. 4059, (one sign with two arrows between the two driveways);
N. Oakley Avenue (es)	From No. 6351 north to W. Devon Avenue (corner clearance);
W. Polk Street (ns)	No. 3928;
E. Randolph Drive (ns)	From a point 15 feet west of Harbor Drive to existing driveway west thereof;
N. Richmond Street (ws)	5952 alongside driveway;
N. Sheffield Avenue	No. 3120--driveway;
W. Sunnyside Avenue	No. 3708-10 (at driveway);
W. Van Buren Street (southeast corner)	And S. Cicero Avenue 20 feet south of W. Van Buren Street and 20 feet east of S. Cicero Avenue;
N. Wabash Avenue (es)	From E. Ontario Street to a point 109 feet north thereof;
N. Western Avenue (ws)	From No. 7304 to a point 80 feet north thereof--driveway;
N. Western Avenue (ws)	From 7316 to a point 180 feet north thereof;
W. 42nd Place (ns)	No. 522;
W. 72nd Place (ns)	No. 1234 .

Diagonal Parking

N. Campbell Avenue (bs)	From W. Montrose Avenue to the first alley north thereof;
S. Kedzie Avenue (ns)	From W. 28th Street to the first alley west thereof;
W. 28th Street (ns)	From S. Kedzie Avenue to the first alley west thereof;

Loading Zones

W. Fullerton Avenue No. 3525	25 feet, 8 A.M. to 6 P.M., Monday thru Friday;
W. North Avenue (ns)	No. 2704, 8 A.M. to 6 P.M.;
N. Wabash Avenue (es)	From E. South Water Street to the first alley south thereof -- 45 feet at all times.

Tow-Away Zone

N. Cicero Avenue	Nos. 1633-1639.
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Residential Parking

W. Cornelia Avenue (bs)	From N. Marmora Avenue to N. Austin Avenue -- Zone No. 10;
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N. Nottingham Avenue
(bs)

5600 block --resident parking 8 A.M. to 10
A.M. except Saturdays, Sundays and holidays.

Single Direction

W. Berwyn Avenue

Between N. Sheridan Road and N. Winthrop
Avenue -- westerly.

Traffic Warning Signs

(June 28, 1983) On S. Aberdeen Street (one-way street southerly) at W. 61st Street -- "Stop" signs;

(June 28, 1983) "3-Way Stop" signs -- W. Ainslie Street and N. Winchester Avenue;

(July 13, 1983) "Stop" sign -- east and westbound traffic on W. Berenice Avenue at N. Lockwood Avenue;

(July 27, 1983) "Stop" sign -- S. Blackstone Avenue and E. 49th Street; stopping northbound traffic on Blackstone Avenue;

(August 10, 1983) "Stop" sign -- W. Cornelia Avenue and N. Laverne Avenue;

(July 6, 1983) "Stop" sign -- On S. Cornell Avenue (one-way street southerly) at E. 68th Street;

(June 28, 1983) "Stop" sign -- W. Dakin Street and N. Melvina Avenue, stopping Dakin Street;

(June 28, 1983) "4-Way Stop" signs -- N. Damen Avenue and W. School Street;

(August 17, 1983) "4-Way Stop" signs -- N. Delphia Avenue and W. Berwyn Avenue;

(August 10, 1983) "No Thru Traffic" signs -- Entrance to the first east-west alley north of W. Devon Avenue at N. Albany Avenue (6400 block);

(August 10, 1983) "No Thru Traffic" signs -- Entrance to the first east-west alley north of W. Devon Avenue at N. Troy Street (6400 block);

(August 10, 1983) "No Thru Traffic" signs -- Entrance to the first east-west alley north of W. Devon Avenue at N. Kedzie Avenue (6400 block);

(August 10, 1983) "No Thru Traffic" signs -- Entrance to the first east-west alley north of W. Devon Avenue at N. Sacramento Avenue;

(August 10, 1983) "No Thru Traffic" signs -- Entrance to the first east-west alley north of W. Devon Avenue at N. Whipple Street, (6400 block);

(June 28, 1983) "Slow-School" signs -- Wicker Park School - W. Evergreen Avenue, N. Hoyne Avenue, W. Schiller Street and N. Damen Avenue;

(July 13, 1983) "Stop" signs -- N. Forest Glen Avenue and W. Thorndale Avenue, stopping Forest Glen traffic;

(June 28, 1983) "2-Way Stop" signs -- At the intersection of S. Francisco Avenue and W. Arthington Street, stopping S. Francisco Avenue;

(July 13, 1983) "Stop" signs -- East and westbound traffic on W. Grace Street at N. Lockwood Avenue;

(July 27, 1983) "Stop" signs -- "4-Way Stop" signs -- W. Hutchinson Avenue and N. Long Avenue;

(June 28, 1983) "Stop" signs -- North and southbound traffic on N. Kenmore Avenue at N. Maude Avenue;

(August 10, 1983) "Stop" signs -- Southeast and northwest corner of N. Kimball Avenue and W. Waveland Avenue;

(June 28, 1983) "Pedestrian Crossing" signs -- 1115 N. Laverne Avenue (parking lot) and at 1116 N. Laverne Avenue;

(August 10, 1983) "Caution Pedestrian Crossing" signs -- 5344 W. Lawrence Avenue, warning westbound Lawrence Avenue to traffic;

(June 28, 1983) "Stop" sign -- At the intersection of W. Lexington Street and S. Springfield Avenue;

(July 6, 1983) "4-Way Stop" signs -- N. Marmora Avenue and W. Waveland Avenue;

(July 6, 1983) "3-Way Stop" signs -- N. Melvina Avenue and W. Byron Street;

(August 10, 1983) "Stop" sign -- N. Melvina Avenue and W. Eastwood Avenue, stopping Melvina Avenue;

(June 28, 1983) "2-Way Stop" sign -- S. Michigan Avenue and E. 66th Street stopping north/south traffic on Michigan Avenue;

(June 28, 1983) "2-Way Stop" signs -- N. Neva Avenue and W. Carmen Avenue stopping Neva Avenue;

(June 28, 1983) "No Turn on Red" signs -- W. North Avenue and N. Austin Avenue;

(August 10, 1983) "No Thru Traffic" signs -- Alley bounded by W. North Shore Avenue, W. Wallen Avenue, N. Clark Street and N. Ashland Avenue;

(June 28, 1983) "Stop" sign -- North and southbound traffic on N. Oriole Avenue at W. Ardmore Avenue;

(June 28, 1983) "Stop" sign -- Southbound traffic on S. Peoria Street at W. 72nd Street;

(July 13, 1983) "Stop" signs W. Roscoe Street and N. Natchez Avenue;

(June 28, 1983) "4-Way Stop" sign -- N. Sacramento Avenue and W. Walton Street;

(July 6, 1983) "4-Way Stop" signs -- W. Shakespeare Avenue and N. Hoyne Avenue;

(June 28, 1983) "Automatic Traffic Control -- S. State Street and E. 36th Street;

(June 28, 1983) "2-Way Stop" signs -- S. State Street and E. 66th Street stopping north and southbound traffic on State Street;

(June 28, 1983) "Stop" sign -- N. Surrey Court (one-way street/southerly) at W. Altgeld Street;

(July 13, 1983) East and westbound traffic on W. Warwick Avenue at N. Lockwood Avenue;

(July 6, 1983) "Stop" sign -- North and southbound traffic on S. Wentworth Avenue at W. 105th Street;

(June 28, 1983) "Stop" sign -- Northeast corner of W. Winnemac Avenue and N. Claremont Avenue, stopping Winnemac Avenue;

(June 28, 1983) "Stop" sign -- W. 14th Street and S. Kostner Avenue;

(July 27, 1983) "Stop" signs -- East and westbound traffic on E. 50th Place at the intersection of S. Cornell Avenue;

(July 27, 1983) "Stop" sign -- East and westbound traffic on E. 50th Pl. at the intersection of E. East End Avenue;

- (June 28, 1983) E. 58th Street and S. Emerald Avenue -- "4-Way Stop" signs;
- (June 28, 1983) "Stop" sign -- W. 61st Street and S. Green Street;
- (June 28, 1983) "4-Way Stop" signs -- W. 64th Street and S. Campbell Avenue;
- (June 28, 1983) "2-Way Stop" signs -- W. 66th Street and S. Sangamon Street stopping east and westbound traffic on W. 66th Street;
- (June 28, 1983) "Stop" signs -- W. 74th Street for eastbound traffic and S. Princeton Avenue for southbound traffic;
- (June 28, 1983) "Stop" signs -- East and westbound traffic on W. 78th Street at the intersection of S. Hermitage Avenue;
- (July 13, 1983) "Stop" sign -- East and westbound traffic on W. 83rd Street at S. LaSalle Street;
- (June 28, 1983) "3-Way Stop" signs -- W. 83rd Street and S. Wentworth Avenue (one-way street/northerly);
- (June 28, 1983) "No Left Turn" signs -- Eastbound traffic on W. 87th Street at S. Sacramento Avenue;
- (July 27, 1983) "Stop" signs -- E. 90th Street and S. Muskegon Avenue;
- (July 13, 1983) "Stop" sign -- E. 94th Street and S. Wabash Avenue;
- (August 17, 1983) "Stop" signs -- W. 94th Street and S. Lowe Avenue stopping eastbound traffic on 94th Street;
- (July 6, 1983) "Stop" sign -- E. 96th Street and S. Merrion Avenue;
- (June 28, 1983) "Stop" sign at the intersection of W. 109th Street and S. Kedzie Avenue, stopping Kedzie Avenue.

Speed Limitations

- | | |
|------------------------|--|
| N. Mozart Avenue | From W. Montrose Avenue to W. Sunnyside Avenue--15 miles per hour; |
| N. Narragansett Avenue | First north/south alley west of N. Narragansett Avenue between W. Diversey Avenue and W. Wellington Avenue--10 miles per hour; |
| W. Van Buren Street | No. 4700, 15 miles per hour. |

Weight Limitations

- | | |
|------------------------|--|
| W. Bloomingdale Avenue | From N. Cicero Avenue to N. Leclaire Avenue, 5-Tons; |
| W. Henderson Street | No. 5000 block, 5-Tons; |
| S. Normal Avenue | W. 67th Street to W. 72nd Street, 5-Tons; |
| S. Sawyer Avenue | From W. 110th Street to W. 111th Street, 5-Tons; |
| W. 76th Street | S. Lowe Avenue to S. Loomis Street, 5-Tons. |

Parking Meters-Removal

- | | |
|---------------------------|--|
| W. North Avenue, No. 2704 | 2-Parking Meters, Nos. 307-2015
307-2016. |
|---------------------------|--|

Amend Single Direction

S. Longwood Drive between W. 94th Street and W. 95th Street--Southerly

Strike from the above

"W. 95th Street"

and inserting in lieu thereof:

"the first alley north of W. 95th Street";

Amend Ordinance passed 9-26-79, page 969 related to N. Moody Avenue from W. Berteau Avenue to W. Montrose Avenue by striking therefrom "W. Montrose Avenue" and inserting in lieu thereof "first east-west alley south of W. Montrose Avenue - Single Direction - Northerly";

S. Oakley Avenue between W. 95th Street to W. 99th Street--Southerly

Strike: "W. 95th Street"--"Southerly"--and inserting in lieu thereof "W. 96th Street" - "Northerly";

Amend Single Direction passed on page 7761-62, Sept. 21, 1962

S. Parnell Avenue from W. 115th Street to W. 119th Street southerly.

And inserting in lieu thereof: "S. Parnell Avenue from W. 115th Street to W. 125th Street--Southerly";

Amend Ordinance passed 3-9-83 printed on pages 16368-9 striking "S. Watkins Avenue from W. 117th Street to W. 115th Street--single direction--Northerly."

These recommendations were concurred in by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,

Chairman.

MATTERS PRESENTED BY THE ALDERMEN.

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

Arranged under the following subheadings:

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

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

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

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

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

Alderman

Location

Brady (15th Ward)

W. 69th Street, at Nos. 2420-2422--
8:00 A.M. to 6:00 P.M.--Monday
through Saturday;

Krystyniak for Stemberk (22nd Ward)	W. 23rd Street (south side), from a point 30 feet east of S. Central Park Avenue to a point 50 feet E. thereof--9:00 A.M. to 5:00 P.M.--Monday through Friday;
Mell (33rd Ward)	W. Belmont Avenue, from a point 195 feet west of N. Washtenaw Avenue to a point 70 feet west thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
Damato (37th Ward)	W. Dickens Avenue, at No. 5801--7:00 A.M. to 5:00 P.M.--Monday through Friday;
Hansen (44th Ward)	N. Halsted Street, at No. 3345--8:30 A.M. to 8:30 P.M.--Monday through Saturday.

*Referred--*PROPOSED ORDINANCES TO DISCONTINUE LOADING
ZONES AT SPECIFIED LOCATIONS.

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

<i>Alderman</i>	<i>Location and Distance</i>
Bloom (5th Ward)	E. 55th Street (south side), from a point 20 feet east of S. Hyde Park Boulevard to a point 25 feet east thereof--10:00 A.M. to 7:00 P.M.--Monday through Saturday;
Oberman (43rd Ward)	N. Lincoln Park West, from a point 55 feet north of W. Belden Avenue to a point 35 feet north thereof--6:00 P.M. to 10:00 P.M.

*Referred--*PROPOSED ORDINANCES TO RESTRICT MOVEMENT
OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Banks (36th Ward)	First east-west alley north of W. Diversey Avenue, between N. Harlem Avenue and N. Neva Avenue--westerly;
McLaughlin (45th Ward)	N. Laramie Avenue, between W. Foster Avenue and N. Elston Avenue--northerly.

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

The aldermen named below presented proposed ordinances to prohibit at all times the parking

of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Evans (4th Ward)	S. Cornell Avenue and E. Hyde Park Boulevard (northwest corner)--driveway entrances;
Sawyer (6th Ward)	E. 88th Place, at No. 650 (except for handicapped);
Brady (15th Ward)	S. Campbell Avenue, at No. 7019 (except for handicapped); S. Wolcott Street, at No. 6417 (except for handicapped);
Langford (16th Ward)	S. Eggleston Avenue, at the rear of No. 6350 S. Stewart Avenue (driveway); S. Harvard Avenue (west side), from W. 63rd Street to a point 300 feet south thereof; S. Steward Avenue (east side), from a point 150 feet north of W. 64th Street to a point 45 feet north thereof; S. Yale Avenue (both sides) in the 6400 Block, from 20 feet north and south of parking lot gate;
Banks (36th Ward)	N. Neenah Avenue, at No. 3133 (except for handicapped); N. Rutherford Avenue, at No. 2614 (except for handicapped);
Cullerton (38th Ward)	W. Irving Park Road, at No. 7001 (except for handicapped);
Oberman (43rd Ward)	N. Lincoln Park West, from a point 55 feet north of W. Belden Avenue to a point 35 feet north thereof;
Orbach (46th Ward)	W. Addison Street (north side), from N. Halsted Street to the first north-south alley west thereof (except for police vehicles);
Orr for Stone (50th Ward)	W. Coyle Avenue, at No. 2429 (except for handicapped).

*Referred--*PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION
AGAINST PARKING OF VEHICLES AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at the times and locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Santiago (31st Ward)	W. North Avenue, from No. 3200 block through No. 3900 block (south side --7:00 A.M. to 9:00 A.M. and north side -- 4:00 P.M. to 6:00 P.M.);
Damato (37th Ward)	W. Dickens Avenue, at No. 5801;
Pucinski (41st Ward)	N. Octavia Avenue, No. 5400 block (both sides) -- 7:00 A.M. to 4:00 P.M.

Referred--PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST
PARKING OF TRUCKS AT ALL TIMES ON PORTION OF
S. PULASKI RD.

Alderman Krystyniak presented a proposed ordinance for Alderman Stemberk (22nd Ward) to prohibit the parking of trucks at all times on S. Pulaski Road (both sides) between W. 31st Street and W. 33rd Street (instead of between W. 32nd and W. 33rd Streets); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO ESTABLISH "RESIDENT PERMIT
PARKING" ZONES FOR VEHICLES DURING SPECIFIED HOURS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish "Resident Permit Parking" zones for vehicles during specified hours, 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, Distance and Time</i>
Pucinski (41st Ward)	N. Octavia Avenue (both sides), in the No. 5400 block--7:00 A.M. to 4:00 P.M.;
McLaughlin (45th Ward)	N. Laramie Avenue (both sides), in the No. 5300 block--7:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred--PROPOSED ORDER FOR INSTALLATION OF
TRAFFIC-CONTROL SIGNALS.

Alderman Hansen (44th Ward) presented a proposed order for the installation of a flashing caution light at the intersection of N. Sheffield Avenue and W. Nelson Street; 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>
Bloom (5th Ward)	S. Cornell Avenue at E. 54th Street--"Stop";

	S. South Shore Drive at E. 54th Street-- "Stop";
Huels (11th Ward)	S. Morgan Street at W. 31st Street--"No Turn on Red- 7 A.M. to 7 P.M.";
Brady (15th Ward)	S. Artesian Avenue at W. 65th Street--"Stop";
Langford (16th Ward)	S. Stewart Avenue, in the 6400 block --"School Zone";
Streeter (17th Ward)	S. Peoria Street at W. 78th Street --"Stop";
Krystyniak (23rd Ward)	S. Latrobe Avenue at W. 52nd Street--"Stop";
	S. Lockwood Avenue at W. 53rd Place--"Stop";
	North-south alley bounded by W. 56th Place, W. 57th Street, S. Pulaski Road and S. Springfield Avenue --"No Thru Traffic";
Marzullo (25th Ward)	W. Flournoy Street at S. Washtenaw Avenue-- "Stop";
Hagopian (30th Ward)	W. Drummond Place at N. Lockwood Avenue-- "Stop";
Gabinski (32nd Ward)	W. Blackhawk Street (South 1/2 portion) between N. Paulina Street and N. Ashland Avenue--"No Parking--Loading Zone";
Frost (34th Ward)	S. Green Street at W. 106th Street--"Stop";
Kotlarz (35th Ward)	W. George Street at N. Sawyer Avenue-- "4-Way Stop";
McLaughlin (45th Ward)	W. Berwyn Avenue at N. Laporte Avenue-- "4-Way Stop";
	W. Carmen Avenue at N. Rutherford Avenue-- "4-Way Stop";
	W. Foster Avenue at N. Laporte Avenue-- "No Turn on Red";
	N. Milwaukee Avenue at W. Ardmore Avenue-- "No Turn on Red";
	N. Milwaukee Avenue at N. Austin Avenue-- "No Turn on Red";

2. ZONING ORDINANCE AMENDMENT.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a B4-1 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map No. 14-N bounded by

W. 58th Street; the alley next east of S. Harlem Avenue; W. 59th Street; and S. Harlem Avenue.

3. CLAIMS.

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

<i>Alderman</i>	<i>Claimant</i>
Madrzyk (13th Ward)	J. Kaluzny;
Nardulli (26th Ward)	John Sitko;
Santiago (31st Ward)	Bertha Martinez;
Natarus (42nd Ward)	John H. Brandeberg;
McLaughlin (45th Ward)	Raymond J. Hansen.

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 PRIVILEGE
IN PUBLIC WAYS.

Two proposed ordinances granting permission and authority to specified organizations for various privileges in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust, under trust number 76406--to maintain and use as now constructed three sample basins which will be accessible by manholes at street grade. Two basins will be located under N. Stetson Street, and the third basin will be located under E. South Water Street. All three basins are adjacent to No. 201 E. Wacker Drive;

Chicago Title and Trust Company, as trustee, under trust number 1070933--to maintain and use as now constructed vaulted sidewalk space adjacent to the building located at No. 318 S. Michigan Avenue.

Presented by

ALDERMAN EVANS (4th Ward):

Referred--PROPOSED RESOLUTION TO CONVENE MEETING OF
COMMITTEE ON PORTS, WHARVES AND BRIDGES.

A proposed resolution urging the Committee on Ports, Wharves and Bridges to convene a meeting wherein the safety and worthiness of all of the bridges within the boundaries of the City of Chicago can be reviewed and the current status of said bridges can be analyzed and ascertained for the benefit of the public at large.--*Referred to the Committee on Ports, Wharves and Bridges.*

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to the University of Chicago to maintain and use as now constructed a tunnel not exceeding four feet in width nor four feet in depth, inside dimensions, under and across E. 57th Street at a point eighty-two feet, six inches east of the east curb line of S. Ellis Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Tribute to the Late Muriel E. Jones.

A proposed resolution reading as follows:

WHEREAS, God the Almighty, in His Infinite Wisdom, has called to her eternal reward Mrs. Muriel E. Jones, community leader, October 19, 1983; and

WHEREAS, Muriel Jones served with dedication and deep concern for her Altgeld Gardens community and the City of Chicago since arriving in the City from New Orleans, Louisiana, where she was born May 20, 1916; and

WHEREAS, Muriel Jones cared for the poor, the oppressed, and the disenfranchised of the City; and

WHEREAS, Muriel Jones and her late husband Enos W. Jones, encouraged that same dedication and devotion in their seven children: Louis, Muriel, Clementine, Edward, Herbert, Catherine, and James; and

WHEREAS, Muriel Jones was an organizer of the nursery school and seniors' clubs, a block captain, and active member of the Local Advisory Council at Altgeld Gardens housing project of the Chicago Housing Authority; and

WHEREAS, Muriel Jones was a volunteer with the Southeast Side Committee for Retarded Citizens and the 5th District Police Steering Committee. Muriel Jones was active in human resources programs on Chicago's South Side, as Urban Life interviewer with the Department of Human Services and a volunteer at the F. Aldredge Elementary School, helped to influence lives of many people; and

WHEREAS, Muriel Jones was the grandmother of eighteen and great-grandmother of one. She remained active in community affairs until her untimely death, and remains a symbol of all that is constructive and positive in the life 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 9th day of November, 1983, A.D., do hereby express our sorrow on the passing of Mrs. Muriel E. Jones, and extend to her fine family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mrs. Muriel Jones; and that a suitable copy be also presented to the Altgeld Gardens Local Advisory Council.

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

Tribute to the Late Lance Corporal Eric Sturghill.

WHEREAS, Lance Corporal Eric Sturghill gave his life as a Marine in the service of his country, and was killed in action in Beirut at the age of 22 years; and

WHEREAS, Lance Corporal Eric Sturghill had resided at 10746 South Forest Avenue in Chicago, and had attended Vlissenger Elementary School and then was a member of the school band at Fenger High School and had enlisted in the U.S. Marine Corps in 1980, and because of his excellency was immediately promoted to Lance Corporal where he was respected and admired by his buddies in the Marine Corps; and because of his bravery and courage in helping to protect his fellow Marines, was fatally wounded. His service was outstanding and was recognized and will serve as a legend to the members of the Marine Corps; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of November, 1983, A.D., do hereby officially and personally mourn the passing of a dedicated hero of our country, Lance Corporal Eric Sturghill, and we extend our heartfelt sympathy to his parents, Mr. and Mrs. Marcus Sturghill and his sisters and brother and the other members of his family, and we, the people of the City of Chicago will always be grateful for his heroism; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to Mr. and Mrs. Marcus Sturghill and the other bereaved members of his family.

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

Presented by

ALDERMAN HUELS (11th Ward):

**Congratulations Extended to Fire Capt. Ted Korbos on His Courageous
Actions in Saving Life of 11 Year Old Maricela Huerta.**

A proposed resolution reading as follows:

WHEREAS, Fire Captain Ted Korbos has been a firefighter for 15 years, and is currently assigned to Engine Company No. 28; and

WHEREAS, On November 6, 1983, Captain Korbos and his company had responded to a fire at 2905 South Throop Street; and

WHEREAS, Captain Korbos, upon hearing that a child was still inside a burning six family building, had rushed into the building in an attempt to rescue the child; and

WHEREAS, Upon finding 11 year old Maricela Huerta apparently lifeless, Captain Korbos unhooked his oxygen mask and placed it over the face of the young girl; and

WHEREAS, After so courageously fighting the flames and thick, heavy smoke, Captain Korbos was able to get immediate medical attention to a child who had shown no signs of life; and

WHEREAS, Maricela Huerta is now alive and under intensive care in the burn unit of the University of Chicago Medical Center Burn Unit thanks to the valiant efforts of Captain Korbos; and

WHEREAS, Captain Korbos had laid his own life on the line in protection of the general welfare and giving little consideration to his own safety and well-being; 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 9th day of November, 1983, do hereby congratulate and honor Fire Captain Ted Korbos on behalf of our city's grateful citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Firefighter Captain Ted Korbos.

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

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

**Congratulations Extended to Patrick and Helen Lee O'Malley on Occasion
of Their Fiftieth Anniversary.**

Also a proposed resolution reading as follows:

WHEREAS, Patrick and Helen Lee O'Malley were married 50 years ago, October 29, 1933, at St. Augustina Church in South Boston, Massachusetts; and

WHEREAS, This marriage brought forth a son, Patrick L. O'Malley, Jr. who has married Bette, and have given Patrick and Helen six lovely grandchildren: Christyne, Patrick III, Brian, Michael, Cathleen, and Sean; and

WHEREAS, Patrick O'Malley served our fine country in World War II as he was stationed in Italy, Africa, and France until 1945; and

WHEREAS, Patrick began a career with the Coca-Cola Bottling Company as a route salesman at \$18.00 per week and in his 30 year career became the Vice-President and General Manager of the Coca-Cola Bottling Company; and

WHEREAS, Patrick had then joined the Canteen Corporation as the President and Chief Executive Officer before becoming Chairman, and now serves as Chairman Emeritus; and

WHEREAS, Patrick has held the following offices with high distinction:

Past President of the National Restaurant Association,

Chairman of the National Institute of the Food Service Industry,

Chairman of the National Automatic Merchandising Association,

Chairman of the Board of Michigan Avenue Bank,

Director Emeritus of the Trans World Corporation,

Director of Bally Manufacturing Company,

Director of the United Cerebral Palsy of Greater Chicago,

Former Chairman of the Chicago Planning Commission (1969-1973),

President of the Chicago Park District for 7 years,

Member of the Board for the Regional Transit Authority since 1975,

Trustee of Roosevelt University,

Member of the Advisory Council for the College of Business Administration for the University of Notre Dame,

Chairman of the Executive Advisory Board of St. Joseph's Hospital,

Member of the Congressional Award Board, of which he is also Secretary,

Past President of the Rotary Club, and

Member of the American Chapter of the Knights of Malta; and

WHEREAS, Patrick has also received several prestigious awards that had been bestowed upon him for his fine contributions to society such as:

Honorary Doctorate Degrees from Illinois Benedictine College (Lisle, Illinois), Mundelein College (Chicago, Illinois) and St. Joseph's College (Rensselaer, Indiana),

Honorary Degree in Business Administration from Bryant College (Providence, Rhode Island),

National Horatio Alger Award in 1972,

Golden Plate from the American Academy of Achievement in 1973, and

Restaurateur of the Year by the National Restaurant Association in 1978;

and

WHEREAS, Helen Lee, a dental hygienist, currently serves on the Women's Board of De Paul University, and the Women's Board of the Field Museum of Natural History; and

WHEREAS, Patrick and Helen have contributed so very much to our great City of Chicago and to our society; 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 9th day of November, 1983, do hereby extend our best wishes and congratulations to Mr. and Mrs. Patrick O'Malley; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Patrick L. O'Malley.

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

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

*Referred--*PROPOSED ORDER TO RELOCATE SPECIFIED BUS
STOP ON S. HALSTED ST.

Also a proposed order to memorialize the Chicago Transit Authority to give consideration to relocating a bus stop from 3258 S. Halsted Street to approximately 3306 S. Halsted Street.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION TO HONOR VIETNAM VETERANS
AND SUPPORT ONGOING RESEARCH ON AGENT ORANGE.

A proposed resolution, presented by Aldermen Sheahan, Hutchinson, Oberman, Humes, Huels, Madrzyk, Sherman, Vrdolyak, Orbach, Streeter, Kellam, Krystyniak, McLaughlin, and Hansen, to honor these proud and brave Vietnam veterans and memorialize them for their devotion to their country and to memorialize the ongoing research of the defoliant Agent Orange along with its impact on their health and their families health.--*Referred to the Committee on Intergovernmental Relations.*

Presented for

ALDERMAN STEMBERK (22nd Ward):

*Referred--*PROPOSED ORDER FOR INSTALLATION OF DRINKING
FOUNTAIN AT SPECIFIED LOCATION.

A proposed order for the installation of a "drinking water fountain" in the Manuel Perez Plaza at W. 26th Street and S. Kolin Avenue.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 5275 S. Archer Avenue (fire gutted), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 5275 S. Archer Avenue (fire gutted), is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--45.

Nays--None.

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

**Congratulations Extended Vittum Park Team on Winning Park
District Midget Baseball Tournament.**

Also a proposed resolution reading as follows:

WHEREAS, This summer the champions in the Chicago Park District Annual Midget Baseball Tournament were the excellent team of 12 and 13 year old boys from Vittum Park, on Chicago's great southwest side; and

WHEREAS, Vittum Park Director Joe Sarna, and Coaches Bill Guide, Sr., Dennis Laughlin and Brian Regan brought this outstanding team through four successive victories with other Park District teams, to the Area 4 Playoff with the Bogan Park team. The result was Vittum Park 3, Bogan Park 2, and the Vittum Park team thus had the Area 4 Championship; and

WHEREAS, August 16, 1983, saw the diligent Vittum Park team in the Midget Tournament Championship Game with the Amundsen Park team at Comiskey Park. The result of that exciting tournament was Vittum Park 10, Amundsen Park 1. The Vittum Park team thus had the Championship,

Championship, being the only midget team throughout the Chicago Park District to win six successive games; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of November, 1983, A.D., do hereby congratulate the outstanding Championship Team in the Chicago Park District Annual Midget Baseball Tournament for boys aged 12 and 13: the Vittum Park team, whose members are Dave Anderson, Tom Barata, Matt Duffy, Joe Fosco, Billy Gomez, Billy Guide, Tim Howe, Jim Kikos, Dennis Kraz, Mike Lannon, Doug McAdams, Ed Odzga, Joe Rankovich, Jim Regan, Al Satunas, Russ Schwerin and Tom Simek -- all of them outstanding examples of the fine youth of our great city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Vittum Park Midget Baseball Team.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted*.

**Congratulations Extended Vittum Park Team on
Becoming Chicago Park District's Pee Wee
City Champions.**

Also a proposed resolution reading as follows:

WHEREAS, This summer the pee wee city champs, winners of the baseball tournament sponsored by the Chicago Park District, were the team of fourteen young boys from Vittum Park on Chicago's great southwest side; and

WHEREAS, Team manager Tom Guryn and coaches Tom Anderson, Tom Guryn, Sr., and Bill Kuda brought this fine young team to consistent victories to win the area 4 pee wee championship and finally the city-wide pee wee championship; and

WHEREAS, These superb young athletes typify the "I Will" spirit which is so much a part 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 9th day of November, 1983, A.D., do hereby offer our congratulations to the Vittum Park Championship Pee Wee Baseball Team: Eric Anderson, Derek Bansley, Tim Guryn, Eric Helson, Dan Korvalik, Bill Kuda, Dan Lamphier, Ernest Lytinski, Paul Malek, Tony Ostrawski, Ken Potrawski, Ken Rutledge, Scott Simek and Glenn Soukal; and that we wish these great young athletes a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Vittum Park Pee Wee Baseball Team.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted*.

**Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 155 OF MUNICIPAL
CODE TO CONTROL EXHIBITION OF MOTION PICTURES CONTAINING
CERTAIN WORDS OR SYMBOLS.**

Also a proposed ordinance to amend Chapter 155 of the Chicago Municipal Code by establishing

a new section, to be known as Section 155-4.1, which would cite any picture or series of pictures containing words or symbols contemptuous of racial, religious or national groups, etc. as having constituted a violation of the Standards Protection Code of the Motion Picture Association of America, and which would also empower the Commissioner of Police to refuse a permit for any exhibition of such a motion picture.--*Referred to the Committee on Municipal Code Revision.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 165 OF
MUNICIPAL CODE TO INCREASE ROOFER'S LICENSE FEE
AND TO SPECIFY CONSUMER-ORIENTED REGULATIONS.

Also a proposed ordinance to amend Chapter 165 of the Chicago Municipal Code which would increase the roofer's license fee and would also specify consumer-oriented regulations therein.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDER TO CONSIDER PURCHASE OF CERTAIN PARCEL
OF LAND ON BEHALF OF CITY AND TO ESTABLISH SAID
PARCEL AS CUL-DE-SAC.

Also a proposed order to consider the purchase of an irregular parcel of land in the northwest quarter of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian located adjacent to the west end of 63rd Place (as improved), being the southeast corner of the Belt Railway Company right of way between W. 63rd Place and W. 63rd Street on behalf of the City of Chicago and to establish said parcel as a cul-de-sac.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NARDULLI (26th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Chicago Contractors Supply Co., to maintain and use as now constructed a one-story covered bridge of corrugated steel construction used as pedestrian passageway over and across W. Ferdinand Street east of the east line of N. Leavitt Street. Said location connecting the second floor of the building located at 2146 W. Ferdinand Street with second floor of building located at 2145 W. Grand Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
CANOPY.

A proposed order for issuance of a permit to Chicago and North Western Transportation Company to maintain and use an existing canopy attached to the building or structure located at Nos. 112-124 N. Canal Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CLOSE TO
• TRAFFIC PORTION OF N. KEELER AV. FOR SCHOOL
PURPOSES.

A proposed order to grant permission to Brian Piccolo Elementary School, No. 1040 N. Keeler Avenue, to close to traffic the 1000 block of N. Keeler Avenue on all school days from 8:00 A.M. to 9:00 A.M. and from 2:00 P.M. to 3:00 P.M.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred--*PROPOSED ORDINANCE TO RECONSTRUCT AND
IMPROVE SIDEWALKS.

A proposed ordinance to reconstruct and improve sidewalks on N. Milwaukee Avenue from W. Armitage Avenue to a point 597 feet northerly thereof and the sidewalks on W. Armitage Avenue from N. Campbell Avenue to N. Milwaukee Avenue and the east sidewalk on N. Milwaukee Avenue from N. Maplewood Avenue to the first alley north of N. Maplewood Avenue and the west sidewalk on N. Milwaukee Avenue from No. 2060 N. Milwaukee Avenue to No. 2074 N. Milwaukee Avenue, said sidewalks to be improved with 5-inch portland cement concrete sidewalk and to install trees with protective grates at various locations.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN O'CONNOR (40th Ward)
and
ALDERMAN STONE (50th Ward):

Congratulations Extended to Mather High School Rangers
on Winning 1983 Public Soccer
Championship.

A proposed resolution reading as follows:

WHEREAS, Mather High School defeated Senn High School on November 1, 1983 to win the Public League Soccer Title; and

WHEREAS, This was Mather High School's first trip to the city finals; and

WHEREAS, The Mather team met every day behind the school, during the teacher's strike, training in hopes that the season would continue; and

WHEREAS, The spirit and hard work of the 1983 Mather High School Soccer Team is an inspiration to all of the young athletes of the City of Chicago; now, therefore,

Be It Resolved, That we the Mayor and the Members of the City Council of the City of Chicago, gathered in a meeting this 9th day of November, 1983, do hereby offer our heartiest congratulations to the coaches, players and student body of the 1983 Public Soccer Champion Mather High School Rangers; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mather High School.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY..*

A proposed ordinance to grant permission and authority to 505 North Michigan Avenue Associates, to maintain and use as now constructed a two-story bridge over the public alleys in the block bounded by N. Michigan Avenue, E. Grand Avenue, N. St. Clair Street and E. Illinois Street, and a vaulted area located under the right of way of E. Illinois Street at a point adjacent to the northeast line of N. Michigan Avenue, also an elevated sidewalk located adjacent to the northeast corner of N. Michigan Avenue and E. Illinois Street which does proceed easterly along the north line of E. Illinois Street, and finally a loading platform located on the east side of lower Michigan Avenue adjacent to the south of E. Grand Avenue which proceeds southerly.--*Referred to the Committee on Streets and Alleys.*

*Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.*

Also seven proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings and structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Eastgate International, Inc.--to maintain and use an existing canopy at No. 162 E. Ontario Street;

Here's Chicago--to maintain and use an existing canopy at No. 163 E. Pearson Street;

Images Boutique, Inc.--to construct, maintain and use a canopy at No. 30 W. Maple Street;

Northwestern Memorial Hospital--to maintain and use two existing canopies at Nos. 240 E. Huron and 235 E. Superior Streets;

Stuarts' Mens Clothing--to construct, maintain and use a canopy at No. 102 E. Oak Street;

The Lumber Company--to construct, maintain and use a canopy at No. 900 N. Franklin Street;

The Streeterville Corporation--to maintain and use an existing canopy at No. 215 E. Chicago Avenue.

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.*

A proposed ordinance to grant permission and authority to DePaul University to install, maintain and use an underground telephone cable system at various buildings located in the Lincoln Park campus. One cable shall start at the Schmitt Academic Center and run east on W. Belden Avenue and across N. Kenmore Avenue, thence southerly across W. Belden Avenue, along N. Kenmore Avenue; also another cable starting at the northeast corner of W. Belden Avenue, and N. Kenmore Avenue which runs north along N. Kenmore Avenue; and finally a cable starting north along N. Sheffield Avenue and running across W. Belden Avenue, thence easterly across N. Sheffield Avenue along W. Belden Avenue.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.

Also three proposed orders for issuance of permits to construct, maintain and use canopies attached to specific buildings and structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Las Siesta, Inc.--to maintain and use four existing canopies at No. 2701 N. Halsted Street;

Tastebuds--to maintain and use an existing canopy at No. 746 W. Webster Avenue;

2660 Associates--to maintain and use an existing canopy at No. 2660 N. Halsted Street.

Presented by

ALDERMAN ORBACH (46th Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH CHAPTER 200.8 TO
BE KNOWN AND CITED AS "CHICAGO COMMERCIAL AND INDUSTRIAL
REAL ESTATE LEASING TAX ORDINANCE", ETC.

A proposed ordinance to establish Chapter 200.8 which shall be known and cited as the "Chicago Commercial and Industrial Real Estate Leasing Tax Ordinance" and the tax therein imposed shall be known and cited as the "Chicago Commercial and Industrial Real Estate Leasing Tax.--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDER TO INSTALL ALLEY
LIGHT AT SPECIFIED LOCATION.

Also a proposed order to install an alley light behind the premises at No. 4411 N. Racine Avenue.--*Referred to the Committee on Finance.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR
COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital -- for renovation of property on the premises known as No. 1025 N. Clark Street.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Louise Burg Hospital, No. 255 W. Cermak Road.

BY ALDERMAN CULLERTON FOR ALDERMAN LAURINO (39th Ward):

North Park Church Nursery School, No. 5250 N. Christiana Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, No. 2725 W. Foster Avenue.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, No. 836 W. Wellington Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Home, No. 4050 N. Ashland Avenue.

Bethany Methodist Hospital, No. 5025 N. Paulina Street.

Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue.

Martha Washington Hospital, No. 4055 N. Western Avenue.

Ravenswood Hospital Medical Center, No. 4550 N. Winchester Avenue.

BY ALDERWOMAN VOLINI (48th Ward):

North Side Y.W.C.A. Private Preschool, No. 5244 N. Lakewood Avenue.

Y.W.C.A. Kids Day Out, No. 5244 N. Lakewood Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations--building inspections.

BY ALDERMAN NARDULLI (26th Ward):

Holy Family of Nazareth Academy, No. 1127 N. Oakley Boulevard--mechanical ventilation inspections.

BY ALDERMAN DAMATO (37th Ward):

Action Community Coalition, No. 5251 W. North Avenue--mechanical ventilation inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--refrigeration inspection.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Latin School, sundry locations--elevator and mechanical ventilation inspections (2).

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (October 31, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, October 31, 1983, at 2:00 P.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.

**Approval Given to Mayor's Appointment of Mr. Robert Mier as
Commissioner of the Department of Economic Development.**

On motion of Alderman Hansen the City Council took up for consideration the report of the

Committee on Economic Development deferred and published in the Journal of the Proceedings of October 31, 1983, page 2924, recommending that the City Council approve the Mayor's appointment of Mr. Robert Mier as Commissioner of the Department of Economic Development.

On motion of Alderman Hansen said appointment of Mr. Robert Mier was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--43.

Nays--None.

**Approval Given to Mayor's Appointment of Mr. Fred Rice, Jr. as
Police Superintendent of City of Chicago.**

On motion of Alderman Sheahan the City Council took up for consideration a report deferred and published in the Journal of the Proceedings of October 31, 1983, page 2928, recommending that the City Council approve the Mayor's appointment of Mr. Fred Rice, Jr. as Police Superintendent of the City of Chicago.

On motion of Alderman Sheahan said appointment of Mr. Fred Rice, Jr. was *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--42.

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Approval of Journal Reconsidered.

Alderman Burke moved to *Reconsider* the Approval of the Journal of the Proceedings of October 31, 1983. The motion *Prevailed*.

Alderman Burke then moved to *Correct* said printed Official Journal as follows:

Page 2907--first line by inserting the words "*Action Deferred*" in front of the first word in the heading;

Page 2907--sixth line by deleting the colon and adding the words ",which was, on motion of Alderman Vrdolyak and Alderman Mell, *Deferred* and ordered published:";

Page 2907--by deleting lines nineteen through twenty-eight and inserting in lieu thereof "The following is said proposed ordinance which was transmitted with the foregoing committee report:".

The motion to correct *Prevailed*.

MISCELLANEOUS BUSINESS.

Presence of Visitors Noted.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Students from Lakeview High School, accompanied by Mr. Jones;

Mrs. P. Goldstein, Lawyers Association.

The visitors were warmly applauded and the Mayor invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the ninth (9th) day of November, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the fourteenth (14th) day of November, 1983, at 2:00 P.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr--45.

Nays--None.

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

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 Monday, November 14, 1983, at 2:00 P.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.