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COPY



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

Regular Meeting--Wednesday, July 27, 1988

at 10:00 A. M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone.

Absent -- Aldermen Streeter, Mell, Giles, Schulter.

Call To Order.

On Wednesday, July 27, 1988 at 12:10 P.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The 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, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Osterman, Orr, Stone -- 41.

Quorum present.

Alderman Hagopian requested that the record reflect Alderman Mell was absent due to illness.

Invocation.

Alderman Marlene C. Carter (15th Ward) opened the meeting with prayer.

***Rules Suspended -- HONOR EXTENDED CONGRESSMAN ROLAND
VICTOR LIBONATI FOR HIS DISTINGUISHED CAREER
IN PUBLIC SERVICE.***

Alderman Hagopian moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the purpose of honoring former Congressman Roland Victor Libonati. The motion *Prevailed*.

The clerk then read the following resolution passed by the City Council on July 13, 1987:

WHEREAS, Roland Victor Libonati was born on December 29, 1900, in the City he loves, "Chicago", Cook County, Illinois, son of Ernest M. Libonati and Fiore L. Pellitteri; and

WHEREAS, Roland Victor Libonati married his gracious wife Jeannette K. Libonati in 1942 and are the proud parents of one son, Michael E. Libonati, a scholar and Professor of Law; and

WHEREAS, Roland Victor Libonati distinguished himself during the First World War, as a Lieutenant in the United States Army with the 86th Division, (INF.), 9th Machine Gun Group; and

WHEREAS, Roland Victor Libonati graduated from the University of Michigan and Northwestern University Law School J.D., in 1924, admitted to the Illinois Bar in 1924 and commenced law practice in Chicago, Illinois; and

WHEREAS, Roland Victor Libonati, desiring to serve his community, state and nation, was recognized by his voting citizens and elected as their Illinois State Representative in 1930--1934 and 1940--1942, and because of his leadership qualities elected to the position of Illinois State Senator in 1942 to 1957, serving with honor as the State of Illinois "Senate Whip and Democratic Minority Leader"; and

WHEREAS, Roland Victor Libonati, all during his legislative career, was the champion of and sponsor of all veteran's rights and benefits legislation; and

WHEREAS, Roland Victor Libonati continued his dedicated public service to the nation and was elected to the United States Congress from Illinois, 4 terms 1957--1964, as a Democrat to the Eighty-fifth Congress; re-elected to the Eighty-sixth, Eighty-seventh and Eighty-eighth Congresses; and

WHEREAS, Roland Victor Libonati, because of his outstanding legal qualities and creator of laws and his love for all veterans of all wars, was appointed to the U. S. Congress Committee on Judiciary, Sub. 2 and 3 as Chairman and, also as a member of the Veteran's Affairs Committee of the U. S. Congress having jurisdiction over all federal laws related to veteran's affairs in the nation; and

WHEREAS, Roland Victor Libonati, realizing the experiences of World War I veterans returning home, without jobs and other family benefits, resolved himself to create and pass

federal legislation known as the "G.I. Bill Of Rights", for all veterans of all wars in the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council assembled on this 27th day of July, 1988, recognize Roland Victor Libonati as the sponsor, creator and floor leader in the United States Congress to pass this historic piece of veterans legislative laws known as the "G.I. Bill Of Rights", which has effected every veteran's life and family to return to their community as respected citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Honorable Roland Victor Libonati and his gracious wife Jeannette, and we also extend our warmest and best wishes to them for many years to come.

At this point in the proceedings, Alderman Gabinski requested that the City Council extend to Congressman Libonati the privilege of the floor. The motion *Prevailed*.

Acting Mayor Sawyer, then invited Congressman Libonati and Alderman Hagopian to the Mayor's rostrum where the Congressman accepted a parchment copy of the resolution passed in his honor. Congressman Libonati then addressed the Council, expressing his appreciation for the honor accorded him.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- DESIGNATION OF JULY 31, 1988 AS
"FATHER GEORGE H. CLEMENTS DAY" AND
CONGRATULATIONS EXTENDED HIM
AS NEWEST CHIEF OF
YORUBA.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Reverend George Clements upon his being named chief of the Yoruba tribe.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Alderman Caldwell moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Caldwell, seconded by Alderman Davis, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, Father George H. Clements was named a Chief of Yoruba by King Reuben Alabi Adebayo, the Onimeko of Imeka Palace, Imeko, Ogun State, Nigeria--for his 30 year commitment of African students who have been matriculating in the colleges and universities of America; and

WHEREAS, Father George H. Clements has procured scholarships for African students, secured housing for many of the students and sponsored numerous activities that made possible their degrees, which have benefited mankind; and

WHEREAS, Father George H. Clements, through his dedicated service has personally shown himself to be one concerned with all mankind, did adopt a Nigerian student, Friday Ndumele Clements, who has just completed his first year of study at Lewis University in Lockport, Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of this full City Council of the City of Chicago, gathered here this 27th day of July, 1988, A.D. do hereby pay tribute to Father George H. Clements and designate Sunday, July 31, 1988 as Father George H. Clements Day in the City of Chicago and we urge the City of Chicago to support the efforts of Father George H. Clements, the newest Chief of the Yoruba.

Referred -- APPOINTMENT OF MR. ELVIN CHARITY AS
MEMBER OF COMMERCIAL DISTRICT
DEVELOPMENT COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Economic Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Elvin Charity as a member of the Commercial District Development Commission, to replace Raffaella Nanetti, for a term expiring May 15, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. ALBERT R. MAULE TO
PERSONNEL BOARD.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Albert R. Maule to the Personnel Board of the City of Chicago for a term ending July 19, 1989, to replace Addie Wyatt who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. JACQUELINE VAUGHN AS
DIRECTOR OF REGIONAL TRANSPORTATION
AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,
which was, at the request of two aldermen present (under the provisions of Council Rule 43)
Referred to the Committee on Local Transportation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed Jacqueline Vaughn as a Director of
the Regional Transportation Authority for a term expiring July 1, 1992.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- WITHDRAWAL OF APPOINTMENT OF MR. MARTIN R. BINDER
AS DIRECTOR OF REGIONAL TRANSPORTATION
AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,
which was, at the request of two aldermen present (under the provisions of Council Rule 43)
Referred to the Committee on Local Transportation:

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby withdraw the appointment of Martin R. Binder as a Director of the Regional Transportation Authority replacing Jacqueline Vaughn, submitted to you on July 13, 1988 (Journal of Council Proceedings, p. 14896).

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. MARTIN R. BINDER AS
DIRECTOR OF REGIONAL TRANSPORTATION
AUTHORITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Local Transportation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Martin R. Binder as a Director of the Regional Transportation Authority to replace Clark Burrus, for a term expiring July 1, 1993.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ENACTMENT
OF NEW CHAPTER 8 ENTITLED "DEPARTMENT OF
PUBLIC WORKS".

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Public Works and the Corporation Counsel, I transmit herewith, an ordinance revising the Municipal Code of Chicago by deleting Chapter 8 and substituting therefor a new Chapter 8 concerning the Department of Public Works.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ENACTMENT
OF NEW CHAPTER 27 ENTITLED "TRAFFIC".

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Traffic Control and Safety*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

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COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Public Works, the Corporation Counsel and the Superintendent of Police, I transmit herewith an ordinance repealing Chapter 27 of the Municipal Code of Chicago and enacting a new Chapter 27 and adding new provisions for effectuating administrative adjudication.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF GRANT AGREEMENT FOR
REVITALIZATION OF SPECIAL SERVICE
AREA NUMBER ONE.

The Honorable Eugene Sawyer, Acting 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

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the execution of a Grant Agreement for the revitalization of City of Chicago Special Service Area Number One.

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL
AIRPORT SPECIAL FACILITY REVENUE BONDS TO
FINANCE COSTS OF TERMINAL, CARGO AND
HANGAR FACILITIES FOR UNITED
AIRLINES, INCORPORATED.

The Honorable Eugene Sawyer, Acting 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

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the issuance of not to exceed \$150,000,000 of Special Facility Revenue Bonds to finance the costs of Terminal, Cargo and Hangar facilities for United Airlines, Inc., and authorizing the execution and delivery of certain documents related thereto and determining certain matters related thereto.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF CARGO SITE LEASE AGREEMENT
WITH UNITED AIRLINES, INCORPORATED FOR
PREMISES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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 Aviation, I transmit herewith an ordinance authorizing the execution of a cargo site lease with United Airlines, Inc. at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT NUMBER EIGHT TO LINCOLN
PARK CONSERVATION PLAN.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 8 to the Lincoln Park Conservation Plan (General Neighborhood Renewal Plan). This Amendment will create and define a new "Retail Business" land use category; change the land use for Disposition Parcel C-3 at North, Halsted and Clybourn from "Commercial" to "Retail Business" use; and allow for proposed right-of-way adjustments affecting Parcel C-3.

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal Board at a Regular Meeting held on June 28, 1988, 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) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL OS-103 IN NEAR WEST
SIDE CONSERVATION AREA.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area, (Parcel OS-103, which is a portion of an improved cul-de-sac located on West Flournoy Street approximately 150 feet west on Laflin Street).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal Board at a Regular Meeting held on June 28, 1988, 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) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL B-2 IN SOUTHEAST ENGLEWOOD
URBAN RENEWAL PROJECT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Southeast Englewood Urban Renewal Project, (Parcel B-2 Phase II located at 243--257 West 68th Street). This redevelopment is for a new 225 bed nursing home/medical and administrative office complex.

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal Board at a Regular Meeting held on May 17, 1988, 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) EUGENE SAWYER,
Acting Mayor.

Referred -- GRANT OF EASEMENT TO METROPOLITAN SANITARY
DISTRICT CONCERNING LAND ALONG CHICAGO
RIVER FOR COMMEMORATIVE
CENTENNIAL FOUNTAIN.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the Mayor to execute an agreement with the Metropolitan Sanitary District of Greater Chicago regarding the granting of an easement to M.S.D. on a strip of land along the Chicago River. The property will be used by M.S.D. in conjunction with the construction and operation of its Commemorative Centennial Fountain.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- GRANT OF EASEMENT TO RUBLOFF, INCORPORATED
CONCERNING LAND ADJACENT TO WEST
BANK OF CHICAGO RIVER.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance granting an easement to Rubloff, Inc. over City owned land adjacent to the west bank of the Chicago River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON MAP NUMBER 2-F FOR
CONSTRUCTION OF HAROLD WASHINGTON
LIBRARY CENTER.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance amending the Chicago Zoning Ordinance by changing Central Area Parking Planned Development No. 312, As Amended, for the area bounded by West Van Buren, South State Street, West Congress Parkway, and South Plymouth Court, part of the South Loop Commercial District, to Institutional Planned Development No. 312, As Amended, for construction of the new Harold Washington Library Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AUTHORIZATION FOR CHICAGO AFFORDABLE
HOUSING PROGRAM.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Housing*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the Chicago Affordable Housing Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File-- NOTIFICATION OF SALE OF GENERAL
OBLIGATION TENDER NOTES, SERIES 1988B
(JULY ISSUE) AND 1988C.

The report of Mr. Ronald D. Picur, City Comptroller, addressed to the City Council notifying the members of the sale of \$70,050,000 of General Obligation Tender Notes, Series 1988B (July Issue) and Series 1988C, which was *Placed on File*.

Placed On File -- ANNUAL REPORT OF PUBLIC BUILDING
COMMISSION OF CHICAGO FOR YEAR ENDING
DECEMBER 31, 1987.

Also, the annual Audit Report and Financial Statements of the Public Building Commission of Chicago for the year ending December 31, 1987, submitted by Mr. A. E. Grange, Controller, which was *Placed On File*.

Placed On File -- STATE APPROVAL OF ORDINANCES
CONCERNING MOTOR FUEL TAX FUND
PROJECTS.

Also, communications from Mr. Ralph C. Wehner, District Engineer, under date of July 21, 1988, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

February 25, 1988.

Allocation to Motor Fuel Tax Funds for structural repairs to Monroe Street Bridge over south branch of Chicago River.

March 30, 1988.

Execution of project agreement with State of Illinois for resurfacing of various streets within 1988 Intermittent Resurfacing Program.

Execution of project agreement with State of Illinois for improvement of portion of 63rd Street.

April 13, 1988.

Execution of project agreement with State of Illinois for improvement of East 67th Street, between Stony Island Avenue and South Jeffery Boulevard.

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED JUNE 30, 1988.

Also, the following document received in the City Clerk's Office, from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 1988;

Statement of Funded Debt as of June 30, 1988;

City of Chicago Corporate Fund: Statement of Floating Debt as of June 30, 1988.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on July 13, 1988, 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 July 26, 1988, 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 July 13, 1988, 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.

**Miscellaneous Communications, Reports, Et Cetera, Requiring
Council Action (Transmitted To City Council
By City Clerk).**

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Rick Angell/Nancy Tani--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

a line 298 feet north of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Lakewood Avenue; a line 248 feet north of and parallel to West Wrightwood Avenue; North Lakewood Avenue.

Peter Francis Geraci/Kathryn M. Somers--to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

a line 25 feet north of and parallel to West Oakdale Avenue; the alley next east of and parallel to North Ashland Avenue; North Ashland Avenue.

Commuter Rail Division, The Northeast Illinois Regional Commuter Railroad Corporation (Metra)--to classify as a B4-2 Restricted Service District instead of an R1 Single-Family Residence District the area shown on Map No. 24-H bounded by

a line 144.73 feet south of and parallel to West 95th Street; South Wood Street; a line 344.73 feet south of and parallel to West 95th Street; a line 180.39 feet west of and parallel to South Wood Street.

Ford City Bank and Trust, under Trust No. 3134--to classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-K bounded by

West 64th Street; the public alley next east of and parallel to South Cicero Avenue; a line 336.21 feet south of and parallel to West 64th Street; South Cicero Avenue.

Sheldon T. Friedman, c/o Daniel L. Houlihan and Associates, Limited--to classify as a C1-1 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 7-K bounded by

West Kolmar Avenue; the north line of the alley next north of and parallel to West Diversey Avenue; North Kilbourn Avenue; West Diversey Avenue.

Alfredo Serrano, c/o John J. Pikarski, Jr.--to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 12-H bounded by

West 50th Street; South Damen Avenue; a line 70.5 feet south of and parallel to West 50th Street; the alley next west of and parallel to South Damen Avenue.

Manfred Steinfeld--to classify as a C3-6 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the public alley next south of and parallel to West Hubbard Street; North Orleans Street; West Kinzie Street; a line 42.01 feet west of and parallel to North Orleans Street.

Superior Street Redevelopment Limited Partnership--to classify as a C3-5 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District, and then to further classify as a Residential Business Planned Development instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by

West Superior Street; North Orleans Street; West Huron Street; a line 157.70 feet east of and parallel to North Sedgwick Street; the alley next south of West Huron Street; North Sedgwick Street; West Huron Street; a line 273.44 feet west of and parallel to North Orleans Street; the alley next north of West Huron Street; North Sedgwick Street.

Hilliard Travis, c/o John J. Pikarski, Jr.--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 24-E bounded by

East 95th Street; a line 125 feet east of and parallel to South Calumet Avenue; the alley next south of and parallel to East 95th Street; South Calumet Avenue.

Ralph Vairada--to classify as a C1-3 Restricted Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

a line 146.47 feet north of and parallel to West Van Buren Street; a line 126.10 feet east of and parallel to South Green Street; West Van Buren Street; South Green Street.

Referred -- 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:

AAA Chicago Motor Club Ins. Co. and Pearl Green, Allstate Ins. Co. (6) Willis Blue, Archa Boozer, Genevieve M. and Mario Chira, Jesus Galvez, Jose Hernandez and Harry L. Thomas, Amodeo John, Aslanian Nettie;

Bloom Bernard S., Boorstein Ronald L., Brennan JoAnn, Brennan John;

Calhoun Rosie, Calimee Raun, Ciborowski Antoni, Clark Charles R., Clark Kenneth D., Cleveland Charles and Louise (Jeffrey Bailey), Collins Jeffery Glenn, Cooper Tyree, Craig King E.;

Damico Justine, Dixon Constance E., Drane Lillian;

Estrada Jesus;

Farina Peter J., Floral Fashions, Inc., Foster Celestine;

Garcia Olivia M., Gix Frederick, Goya Foods, Inc.;

Hanover Ins. Co. and Martin and JoAnn McNella, Heaney Melinda R., Heraty Sheila M., Home Ins. Co. and Harry Weisman;

Jackson Jr. George W., Joyce Thomas P.;

Kinney-Leske Etta L.;

Laird Lynn L., Lay Charles K., List Company, Lynch Tracey L.;

Mayfield Cheryl A., Melekis Diana C., Merabet Alma I., Metropolitan Property and Liability Ins. Co. and Robert White, Miller Alvin, Montgomery Ward Ins. Co. and Murell James, Moreno Wilfredo, Mueller A.;

Odle Brent A., O'Donnell James G.;

Paul's Car Rental, Inc. (Budget Rent A Car), Pelka Francis X., Peoples Gas Light and Coke Co. (13);

Richardson Robert, Robbins, Rubinstein, Salomon and Greenblatt, Ltd., Rodriguez Ignacio, Rudman Hyman;

Scarce Joseph H., Schult Charles W., Sellke David W., Smith Erlene, Smith Gloria J., State Farm Ins. Co. (2) Joseph Markos and Theresa O'Brien, Snyder Leslee J., Sytko Rose P.;

Tatsui Jean L., Thompson Beverly J., Three Coins Restaurant-Coines Restaurant Corp.,
Tuazon Thelma V., Turner Willie;

Vilumis Diane C.;

Waldschmidt Carl E., Waste Management, Inc., Westmont Auto Parts Co.;

Young Bradley D., Young Lessley.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF BRUNSWICK-
BALKE-COLLENDER FACTORY COMPLEX AS
CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of July 18, 1988, transmitting the recommendation that the Brunswick-Balke-Collender Factory Complex be designated as a Chicago Landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

At this point in the proceedings, Alderman Natarus rose on a point of personal privilege, expressing his appreciation to the body for its selection of him as Chairman of the Committee on Finance and requesting the body rise for a moment of silent prayer on behalf of his secretary, Ms. Becky Ramos, who suffered the loss of her child and three grandchildren in a fire.

PROPERTY LOCATED AT 1421 NORTH ELSTON AVENUE
APPROVED FOR CLASS 6(b) TAX INCENTIVE
BENEFITS PURSUANT TO COOK COUNTY
REAL PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith, approving the property located at 1421 North Elston Avenue as Class 6(b) under the Cook County Real Property Classification Ordinance and eligible for certain tax incentive benefits.

On motion of Alderman Natarus, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and used for manufacturing or industrial purposes; and

WHEREAS, Gabriel Laboratories, Ltd., purchased the real property located at 1421 North Elston Avenue, Chicago, Illinois 60622 (hereinafter referred to as the "subject property") and constructed a substantial new industrial facility on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Numbers for the subject property is: 17-05-113-007-0000 and 17-05-113-002-000; and

WHEREAS, The subject property is used for industrial purposes and is located within Enterprise Zone IV; and

WHEREAS, John Polich, president of Gabriel Laboratories, Limited, has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-eligibility

Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, A new industrial facility has been constructed on the subject property and substantial sums have been expended for this purpose; and

WHEREAS, The new construction on, and use of, the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction on and utilization of the subject property will generate significant new revenues to the City of Chicago, in the form of real estate and other tax revenues; now, therefore,

Be It Resolved, That we, The Acting Mayor and members of the City Council of the City of Chicago hereby declare:

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 17-05-113-007-0000 and 17-05-113-002-000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

AMENDMENT OF MUNICIPAL CODE CHAPTER 200.2, SECTION
200.2-1(4) BY EXCLUDING TEMPORARY LODGING
ACCOMMODATIONS OFFERED BY HOSPITALS,
ET CETERA, FROM "HOTEL
ACCOMMODATIONS"
DEFINITION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Municipal Code Chapter 200.2, Section 200.2-1(4) by excluding the temporary lodging accommodations offered by not-for-profit

medical, hospital and/or allied educational institutions from the definition of "Hotel Accommodations" to insure the tax exempt status of said facilities.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Certain not-for-profit world-renowned medical, hospital and allied educational institutions are located in the City of Chicago; and

WHEREAS, Such not-for-profit medical, hospital and educational institutions continually conduct and/or sponsor seminars, forums, lectures and other programs which are attended largely by persons living outside the City of Chicago and/or State of Illinois; and

WHEREAS, As a result of the growth and development of the programs offered by these medical, hospital and allied educational institutions the City of Chicago has become a widely-recognized center for medical education and research; and

WHEREAS, In an effort to promote the programs conducted by such not-for-profit medical, hospital or allied educational institutions, it has become advisable for some medical, hospital and/or allied educational institutions to own and operate lodging accommodations which may be offered to those persons attending said programs or visiting said institutions; and

WHEREAS, In addition to the above-stated reasons, some not-for-profit hospitals have determined that it is advisable to own and operate lodging accommodations which may be offered to the families of hospital patients who need to remain in close proximity to the hospital; and

WHEREAS, Said institutions which may own and operate such lodging accommodations are not-for-profit organizations which historically have been exempt from the payment of certain City of Chicago taxes; and

WHEREAS, The City of Chicago has benefitted and shall continue to benefit greatly from the growth of Chicago's not-for-profit medical, hospital and educational institutions and should take every possible action to promote their continued development; now, therefore,

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

SECTION 1. Chapter 200.2 of the Municipal Code of the City of Chicago, Chicago Hotel Accommodations Tax, is hereby amended by deleting the bracketed language and adding the italicized language as follows:

200.2-1. A. For the purpose of this Chapter, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed in this Section:

* * * *

4. Hotel Accommodations. The term "Hotel Accommodations" shall mean a room or rooms in any building or structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, dormitory or place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals, in which ten (10) or more such accommodations are used or maintained for guests, lodgers or roomers. The term "Hotel Accommodations" [does] *shall* not include (i) an accommodation which a person occupies, or has the right to occupy, as his domicile and permanent residence [.]; or (ii) *any temporary accommodation provided in any building or structure owned or operated, directly or indirectly, by or on behalf of a not-for-profit medical institution, hospital, or allied educational institution.*

SECTION 2. This ordinance shall be in full force and effect ten (10) days after passage and publication.

CONTINUATION OF SPECIAL ANNUAL SERVICES TAX LEVY
WITHIN SPECIAL SERVICE AREA NUMBER FOUR.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the continuation of the special annual services tax levy within Special Service Area Number Four located on West 95th Street, from South Ashland Avenue to South Western Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq., (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On August 17, 1983, the City Council of the City of Chicago adopted an ordinance proposing Special Service Area Number 4; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago adopted an ordinance creating said Special Service Area Number 4 (the "area"); and

WHEREAS, The ordinance creating Special Service Area Number 4 authorized the levy of a special annual services tax (the "services tax") on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development; and

WHEREAS, Said services tax has heretofore been levied in addition to and in excess of all other taxes levied and extended against all taxable property within Special Service Area Number 4 in an amount sufficient to provide revenues required for the furnishing of said special services; provided said services tax not exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property within Special Service Area Number 4; and

WHEREAS, The term of the levy of said services tax within Special Service Area Number 4 consisted of five years; and

WHEREAS, On May 25, 1988, the City Council of the City of Chicago adopted an ordinance proposing the continuation of the levy of the services tax within said area; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on June 21, 1988, at which hearing the continuation of the levy of the services tax within Special Service Area Number 4 was considered and all interested persons affected

thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to authorize the continuation of the levy of the services tax within Special Service Area Number 4 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area has and will continue to benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the levy of the services tax against said area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. There is hereby authorized the continuation of the levy of a special annual services tax (the "services tax") upon the taxable property within the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 4". Said area consists of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 4 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 4 shall be levied in an amount sufficient to produce revenues required to provide special services in the area. Said services tax shall not exceed the sum of two percent (2%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the 95th Street Special Service Area Commission, as described in Section 4 hereof.

SECTION 4. The 95th Street Special Service Area Commission consisting of nine members is hereby continued (the "Commission"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the 95th Street Business Association. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a

Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the 95th Street Business Association. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number 4 shall be the 1st day of January, 1989, unless within 60 days from June 21, 1988, a petition signed by at least 51% of the electors residing within Special Service Area Number 4 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of June 21, 1988, objecting to the continuation of the levy of the services tax in Special Service Area Number 4, is filed with the City Clerk, in which instance no such tax shall be levied.

SECTION 6. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 7. This ordinance shall become effective from and after its passage.

[Exhibit "2" attached to this ordinance printed on pages 15766
through 15773 of this Journal.]

Exhibit "1" attached to this ordinance reads as follows:

Exhibit 1.

*Legal Description Of The**95th Street Special Service Area**Special Service Area Number 4.*

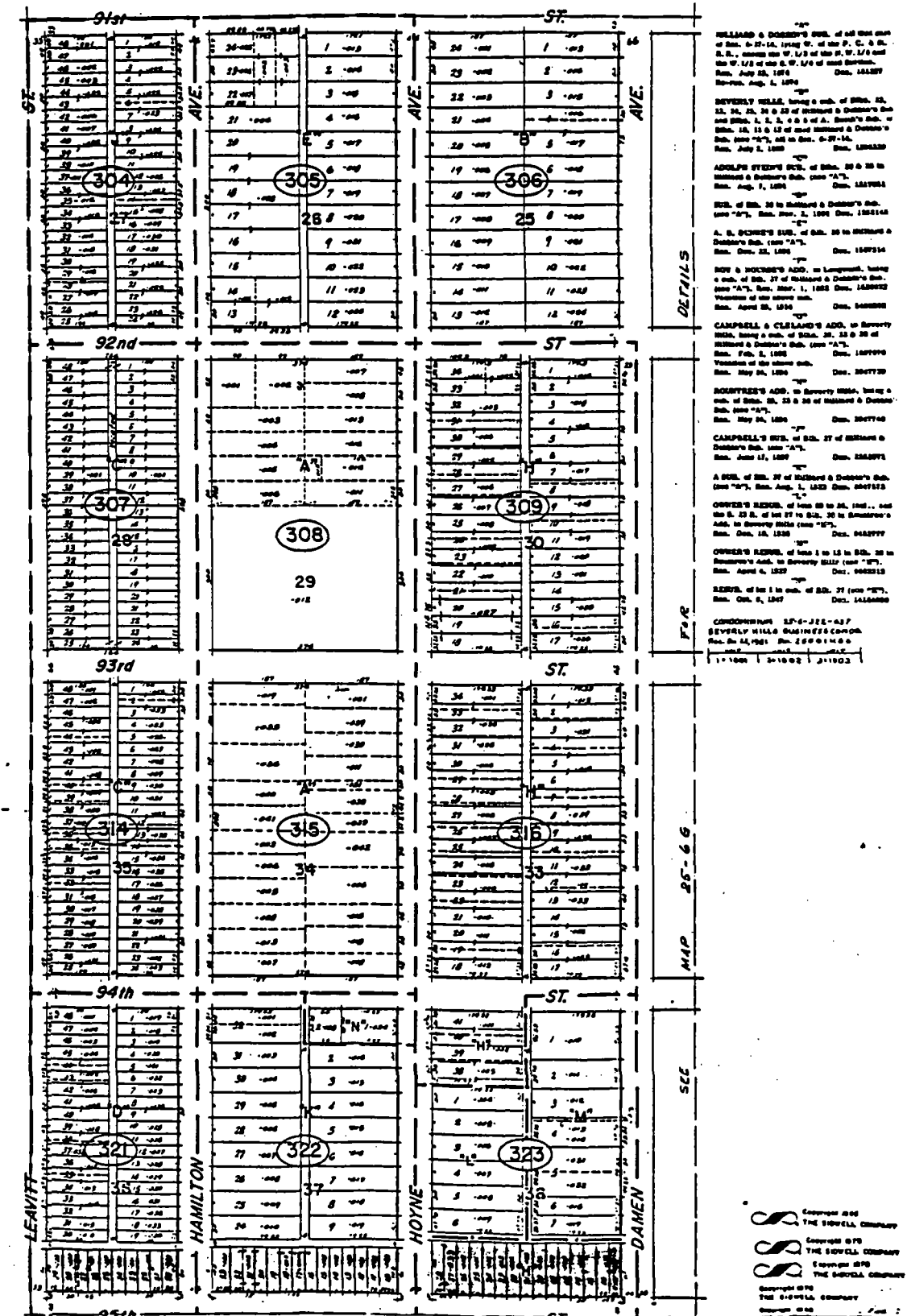
A parcel of land in Chicago, Cook County, Illinois being part of the N 1/2 of Section 7, and the S 1/2 of Section 6 in Township 37 North, Range 14 East of the third Principal Meridian described as follows:

Commencing at a point where the Southerly right of way (ROW) line of 95th Street intersects the Easterly ROW line of Western Avenue; then South along the Easterly ROW line of Western Avenue 129 feet; then East and parallel with the Southerly ROW line of 95th Street 3529.2 feet to the Easterly ROW Line of Longwood Drive; then South to the SW corner of Lot 9 in the Subdivision of Lots 21-24 in Blk. 1 in Dore's Subdivision; then East along the South line of said Lot 9 to its SE corner; then North to the SW corner of Lot 3 in Block 1 of Dore's Subdivision; then East along the South lot line of said Lot 3 to the West ROW line of Wood Street; then NE to a point located on the Easterly ROW line of Wood Street being 138 feet South of the intersection of the South ROW line of 95th Street and the East ROW line of Wood Street; then East and parallel with the South ROW line of 95th Street 278 feet to a point on the East ROW line of Vanderpoel Street; then South along the East ROW line of Vanderpoel Street to the SW corner of Lot 10 in O'Neill's Subdivision of Lot 3 and Lot 2 in Block 6 in Hilliard and Dobbins 1st Addition to Washington Heights; then East to the SE corner of said Lot 10; then North to the NE corner of Lot 12 in said O'Neill's Subdivision; then East along the North line of Lot 1 in said O'Neill's Subdivision to the West ROW line of Prospect Avenue; then East to a point on the East ROW line of Prospect Avenue which is 198.2 feet South of the intersection of the East ROW Line of Prospect and the South ROW line of 95th Street; then East along the South line of lots 49 and 46 in Blk. 5 of Hilliard and Dobbins 1st Addition to Washington Heights to the West ROW line of Charles Street; then SE to a point on the Easterly ROW line of Charles Street which is 300 feet South of the intersection of the East ROW line of Charles Street and the South ROW Line of 95th Street; then East 100 feet parallel with the North Lot line of Lot 1 in Blk. 5 of the Howard Oviatt's Subdivision to the ROW line of the Pennsylvania R.R.; then NE to a point on the East line of the Pennsylvania R.R. ROW which is 95 feet South of the intersection of the South line of 95th Street and the East ROW line of the Pennsylvania R.R.; then East to the SE corner of Lot 16 in Blk. 4 in Dyers Subdivision (except that part conveyed to the Chicago Transit Authority); then North along the East line of said Lot 16 to the South ROW line of 95th Street; then West along the South ROW of 95th Street to its intersection with the West ROW line of the Pennsylvania R.R.; then Northerly along the West line of the Pennsylvania R.R. ROW to a point at the NE corner of Lot 2 of the Longwood Subdivision; then West along the North line of said Lot 2 to the East ROW line of Charles Street; then SW to a point on the West ROW line which is 136 feet

North of the intersection of the West ROW line of Charles Street and the North ROW line of 95th Street; then west 350 feet to a point on the East ROW line of Vanderpoel Street located 136 feet North of the intersection of the North ROW line of 95th Street and the East ROW line of Vanderpoel Street; then SW to the NE corner of Lot 22 of the Longwood Subdivision; then West along the North line of said Lot 22 to the East ROW line of the C.R.I. & P. R.R.; then West to a point 50 feet North of the SE corner of Lot 24 in the Longwood Subdivision; then West to a point 50 feet North of the SW corner of said Lot 24; then SW to the NE corner of Lot 34 in the Longwood Subdivision; then West along the North line of said Lot 34 to the NE corner of Lot 35 in the Longwood Subdivision; then North along the East line of Lot 36 in the Longwood Subdivision 50 feet; then West to a point on the ROW line of Pleasant Avenue which is 50 feet North of the SW corner of said Lot 36; then West to a point on the West ROW line of Pleasant Avenue which is 39 feet North of the SE corner of Lot 45 in the Longwood Subdivision; then West to a point which is 39 feet North of the SW corner of said Lot 45; then South to a point which is 50 feet South of the NE corner of Lot 47 in the Longwood Subdivision; then West to a point which is 50 feet South of the NW corner of said Lot 47; then West to the NE corner of Lot 11 in Plotke and Crosby's Resubdivision of Blk. 39 in Hilliard and Dobbin's Subdivision; then West along the North line of said Lot 11 to its NW corner; then West to the NE corner of Lot 14 in Plotke and Crosby's Resubdivision of Blk. 39 in Hilliard and Dobbin's Subdivision; then West along the North line of said Lot 14 to its NW corner; then West to a point on the West ROW line of Damen Street which is 127 feet North of the intersection of the North ROW line of 95th Street and the West ROW line of Damen Street; then West and parallel with the North ROW line of 95th Street 348 feet to the East ROW line of Hoyne Avenue; then West to a point on the West ROW line of Hoyne Avenue which is 107 feet North of the North ROW line of 95th Street; then West & parallel with the North ROW line of 95th Street 374.5 feet to a point on the East ROW line of Hamilton Avenue; then West to a point on the West ROW line of Hamilton Avenue which is 96 feet North of the North ROW line of 95th Street; then West and parallel with the North ROW line of 95th Street 264 feet to a point on the East ROW line of Leavitt Street; then NW to the NE corner of Lot 81 in George H. Chamber's Subdivision; then West along the North line of said Lot 81 to its NW corner; then South along the West line of said Lot 81 to a point which is 131 feet North of the SW corner of said Lot 81; then West to a point on the East ROW line of Bell Avenue which is 131 feet North of the SW corner of Lot 79 in George H. Chamber's Subdivision; then West to the NE corner of Lot 41 in George H. Chamber's Subdivision; then West along the North line of said Lot 41 to its NW corner; then NW to the NE corner of Lot 39 in George H. Chamber's Subdivision; then West along the North line of said Lot 39 to its NW corner; then SW to a point on the East line of Lot 2 in George H. Chamber's Subdivision which is 15 feet North of the SE corner of said Lot 2; then West 296.9 feet to a point on the West line of said Lot 2 which is 15 feet North of the SW corner of said Lot 2; then South along the West line of said Lot 2 and Lot 1 in George Chamber's Subdivision to the SW corner of said Lot 1 which is also the point of intersection of the East ROW line of Western Avenue and the North ROW line of 95th Street; then South to the point of beginning.

E. 1/2 S.W. 1/4 Sec. 6 - 37-14
CALUMET TWP.

88 37-14-6
25-



23-6

W. 1/2 S.E. 1/4 Sec. 6 - 37 - 14
CALUMET TWP.

NOTE
Date, of all that part of Sec. 6-27-14 lying S. of the corner line of Pleasant Place, E. of the corner line of Pleasant Ave., and S. of the corner line of Spruce St., of the S. line of the S.E. 1/4 of said Sec. 6-27-14 and W. of the W. line of the P.C. & D. R. R. right of way, comprising Beverly Sub., A. Beverly Sub., and Longwood Sub. Sec. 6-27-14, Cal. Sec. 14, 1888. Sec. 100000.

WILLARD & DUBOIS'S SUB. of all that part of Sec. 6-27-14 lying W. of the P.C. & D. R. R. along the W. 1/2 of the S.E. 1/4 and the W. 1/2 of the S.W. 1/4 of said Sec. 6-27-14, Cal. Sec. 14, 1888. Sec. 100000.

WILLARD & DUBOIS'S SUB. of all that part of Sec. 6-27-14 lying W. of the P.C. & D. R. R. along the W. 1/2 of the S.E. 1/4 and the W. 1/2 of the S.W. 1/4 of said Sec. 6-27-14, Cal. Sec. 14, 1888. Sec. 100000.

A. DUBOIS'S SUB. of all that part of Sec. 6-27-14 lying S. of the corner line of Spruce St., E. of the corner line of Pleasant Ave., W. of the W. line of the P.C. & D. R. R. right of way and S. of a line located as follows: Beginning at the intersection of the corner line of Beverly Place (see Stat. 1) on the W. line of the P.C. & D. R. R. right of way, thence W'ly along the corner line of said Beverly Place (see Stat. 1) to the corner line of Pleasant Ave., thence S.W'ly along the corner line of said Pleasant Ave. to the corner line of Spruce St., Cal. Sec. 14, 1888. Sec. 100000.

LONGWOOD SUB. of all that part of Sec. 6-27-14 lying S. of the corner line of Spruce St., E. of the corner line of Pleasant Ave., W. of the W. line of the P.C. & D. R. R. right of way and S. of the S. line of the S.E. 1/4 of said Sec. 6-27-14, Cal. Sec. 14, 1888. Sec. 100000.

BEVERLY HILLS, a sub. of Bldg. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, Cal. Sec. 14, 1888. Sec. 100000.

STANTON'S SUB. of Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 1 to 12 east of Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 11, 12, and the S.E. 1/4 of Lot 13 to Longwood Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 10, 11, and the S.E. 1/4 of Lot 12 to Longwood Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

LOTTER & CHERRY'S RECORD of Bldg. 20 to Willard & Dubois's Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

OWNER'S DIV. of Lot 20 to 26 to Bldg. 20 to Willard & Dubois's Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

OWNER'S RECORD of Lot 20 to 27 to Bldg. 20 to Willard & Dubois's Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

SEVERAL SUB. of all that part of Sec. 6-27-14 lying S. of the corner line of Pleasant Ave., E. of the corner line of Spruce St., W. of the W. line of the P.C. & D. R. R. right of way and S. of a line located as follows: Beginning at the intersection of the corner line of Beverly Place (see Stat. 1) on the W. line of the P.C. & D. R. R. right of way, thence W'ly along the corner line of said Beverly Place (see Stat. 1) to the corner line of Pleasant Ave., thence S.W'ly along the corner line of said Pleasant Ave. to the corner line of Spruce St., Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 1 to 12 east of Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 11, 12, and the S.E. 1/4 of Lot 13 to Longwood Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 10, 11, and the S.E. 1/4 of Lot 12 to Longwood Sub. (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 9 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 8 to 14 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 7 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 6 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

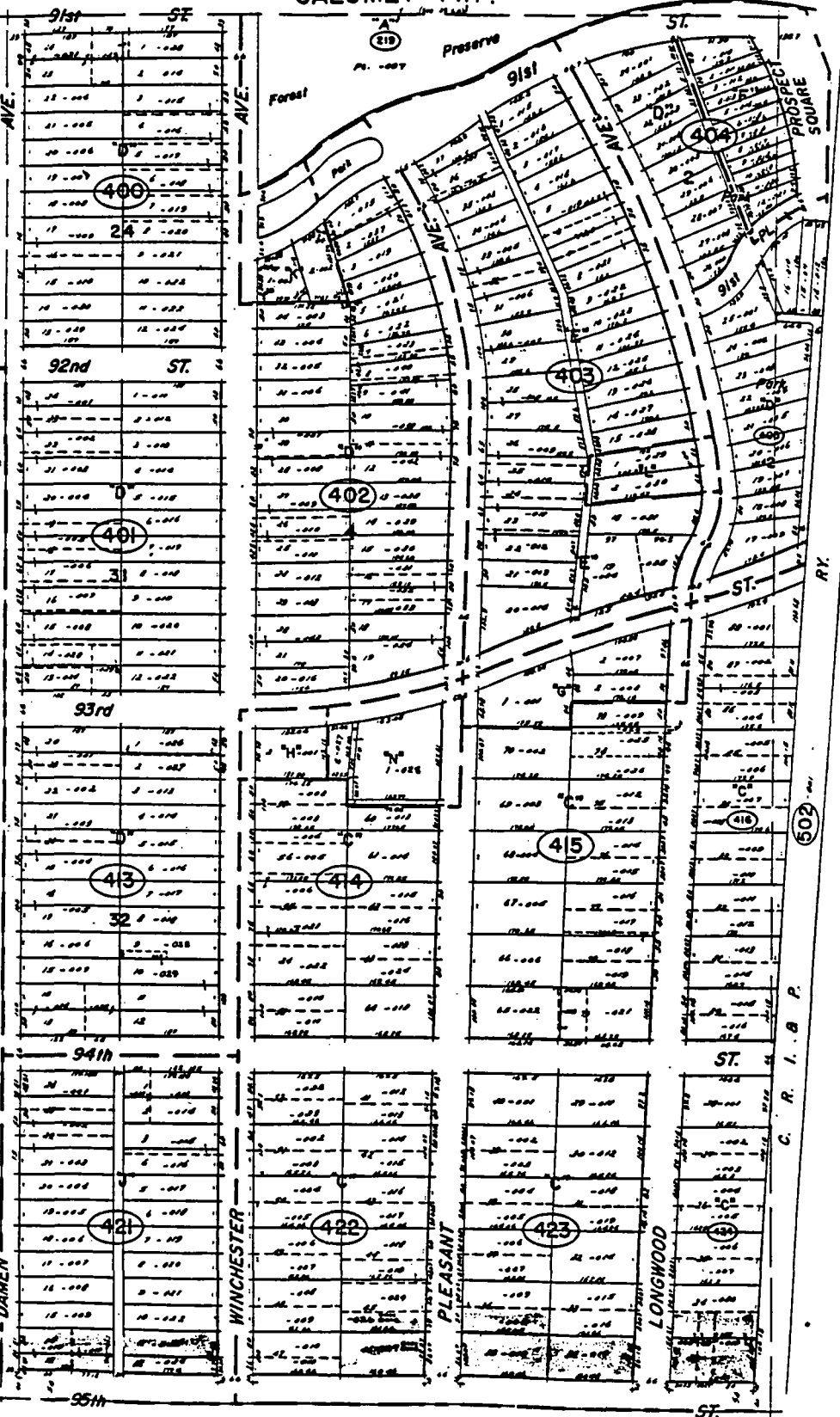
RECORD of Lot 5 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 4 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 3 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 2 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.

RECORD of Lot 1 to 15 to Bldg. 1 of Beverly Hills (see "C"). Cal. Sec. 14, 1888. Sec. 100000.



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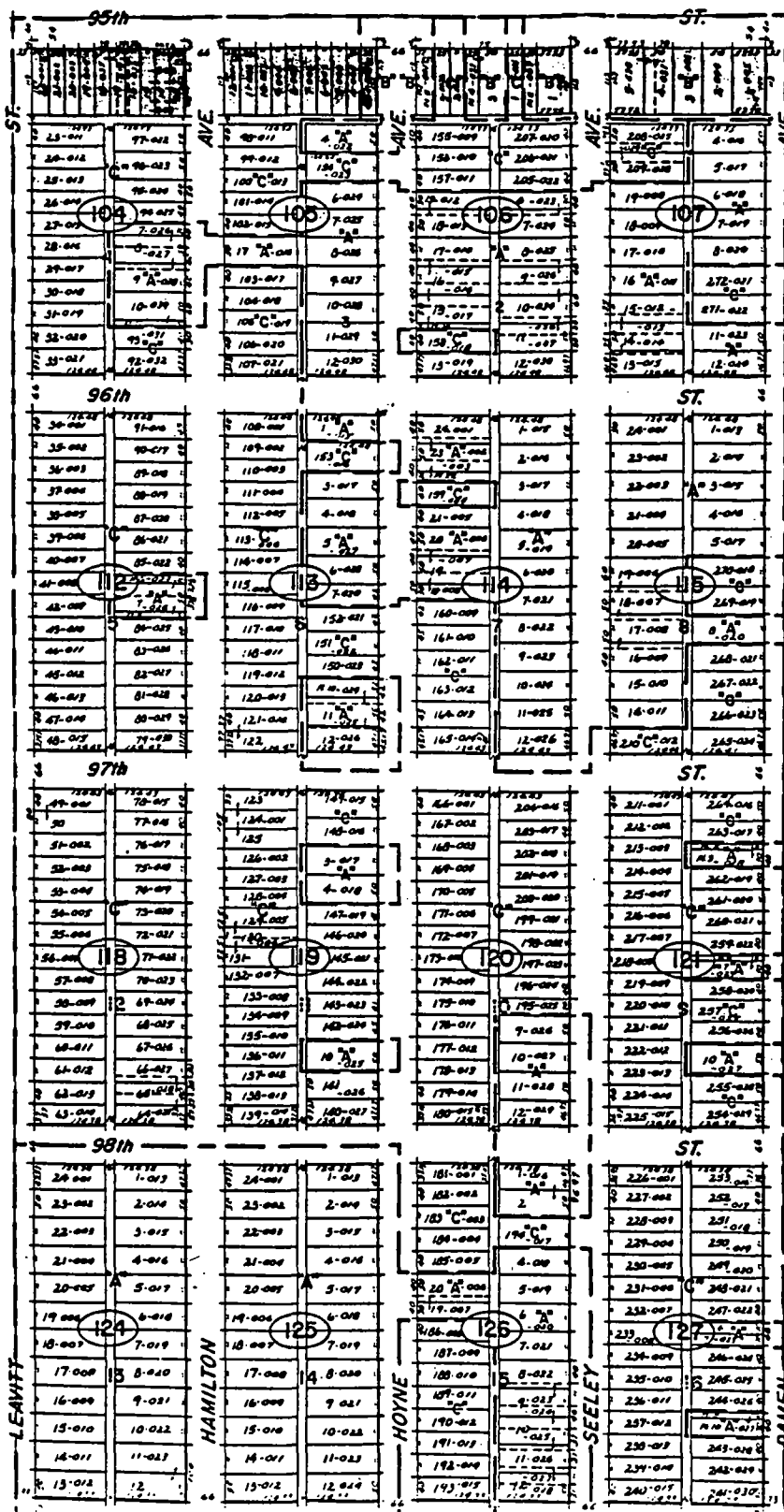
REPORTS OF COMMITTEES

15771

E. 1/2 N.W. 1/4 Sec. 7 - 37 - 14
CALUMET TWP.

37-14-7 D

25-7



FOREST RIDGE, being a sub. by Franklin P. Hall of the E. 1/2 of the N. W. 1/4 of Sec. 7-37-14. Res. April 30, 1988 Doc. 1258288

Res. Jan. 3, 1988 Doc. 1259115

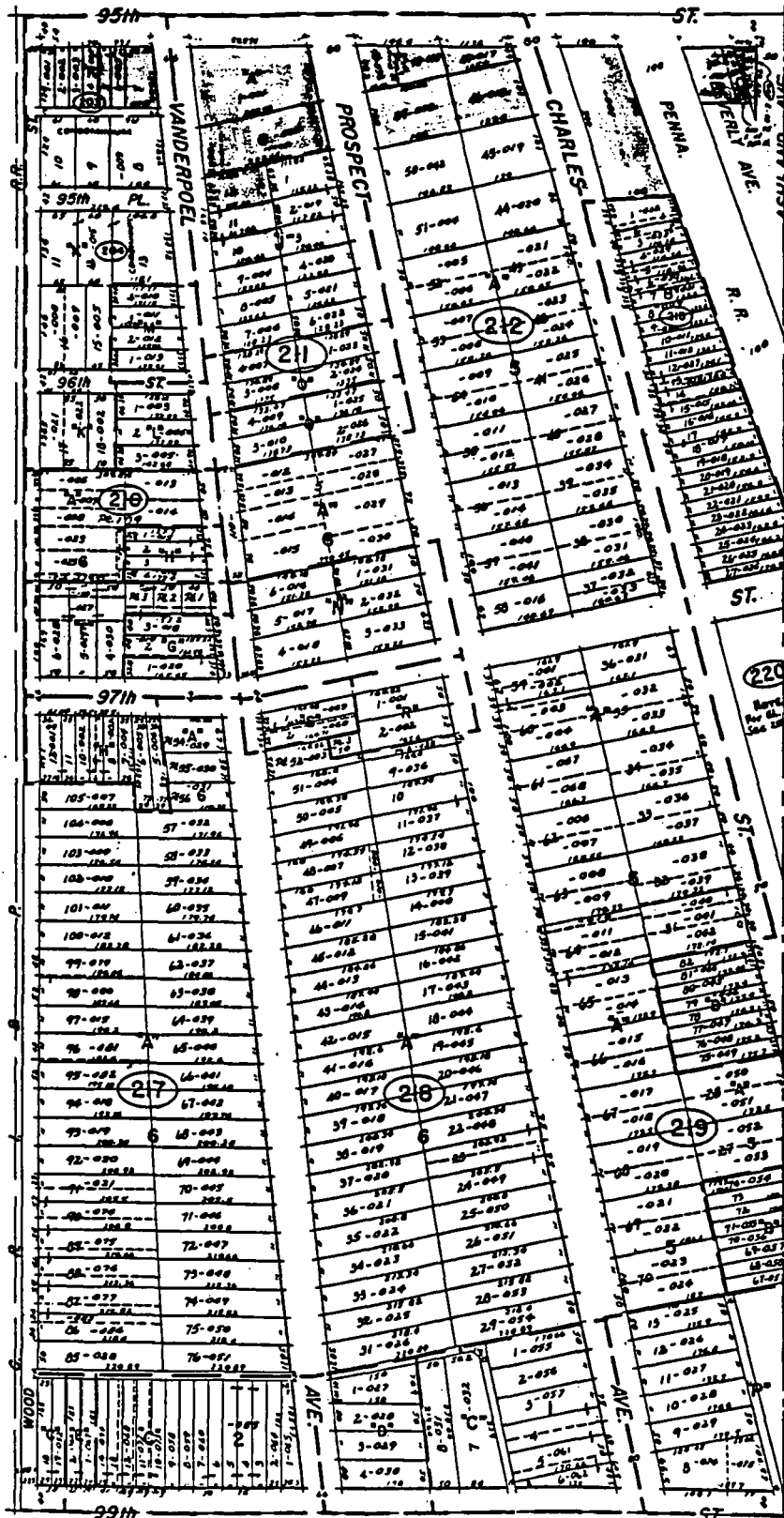
JOHN BARRY'S RESUB. of part of Forest Ridge (see "A"). Res. Feb. 14, 1989 Doc. 873088

4-7

[illegible]

E. 1/2 N.E. 1/4 Sec. 7 - 37-14 CALUMET TWP.

37-14-7B
25-7



WILLIAM & CORNELIA LEE ADD. to Whitington Heights, being 1/2 of the E. 1/2 of the S. 1/4 of Sec. 7 and the S. 1/4 of Sec. 14, T. 25-N., R. 14-W., 1871. Don. 568246.

EDWARD QUAYT'S ADD. of lots 1 to 17 incl. 6 lots 20, 21, 22 & 23 of Sec. 7 and lots 14, 15, 16 & 17 of Sec. 14 to Edward & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 18 to 24 incl. 18, 19, 20 & 21 of Sec. 7 and lots 22, 23 & 24 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 25 to 31 incl. 25, 26, 27, 28, 29 & 30 of Sec. 7 and lots 31, 32 & 33 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 34 to 40 incl. 34, 35, 36, 37, 38 & 39 of Sec. 7 and lots 40, 41 & 42 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 43 to 49 incl. 43, 44, 45, 46, 47 & 48 of Sec. 7 and lots 49, 50 & 51 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 52 to 58 incl. 52, 53, 54, 55, 56 & 57 of Sec. 7 and lots 58, 59 & 60 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 61 to 67 incl. 61, 62, 63, 64, 65 & 66 of Sec. 7 and lots 67, 68 & 69 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 70 to 76 incl. 70, 71, 72, 73, 74 & 75 of Sec. 7 and lots 76, 77 & 78 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 79 to 85 incl. 79, 80, 81, 82, 83 & 84 of Sec. 7 and lots 85, 86 & 87 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 88 to 94 incl. 88, 89, 90, 91, 92 & 93 of Sec. 7 and lots 94, 95 & 96 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 97 to 103 incl. 97, 98, 99, 100, 101 & 102 of Sec. 7 and lots 103, 104 & 105 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 106 to 112 incl. 106, 107, 108, 109, 110 & 111 of Sec. 7 and lots 112, 113 & 114 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 115 to 121 incl. 115, 116, 117, 118, 119 & 120 of Sec. 7 and lots 121, 122 & 123 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 124 to 130 incl. 124, 125, 126, 127, 128 & 129 of Sec. 7 and lots 130, 131 & 132 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 133 to 139 incl. 133, 134, 135, 136, 137 & 138 of Sec. 7 and lots 139, 140 & 141 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 142 to 148 incl. 142, 143, 144, 145, 146 & 147 of Sec. 7 and lots 148, 149 & 150 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 151 to 157 incl. 151, 152, 153, 154, 155 & 156 of Sec. 7 and lots 157, 158 & 159 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 160 to 166 incl. 160, 161, 162, 163, 164 & 165 of Sec. 7 and lots 166, 167 & 168 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 169 to 175 incl. 169, 170, 171, 172, 173 & 174 of Sec. 7 and lots 175, 176 & 177 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 178 to 184 incl. 178, 179, 180, 181, 182 & 183 of Sec. 7 and lots 184, 185 & 186 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 187 to 193 incl. 187, 188, 189, 190, 191 & 192 of Sec. 7 and lots 193, 194 & 195 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 196 to 202 incl. 196, 197, 198, 199, 200 & 201 of Sec. 7 and lots 202, 203 & 204 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 205 to 211 incl. 205, 206, 207, 208, 209 & 210 of Sec. 7 and lots 211, 212 & 213 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

JOHN QUAYT'S ADD. of lots 214 to 220 incl. 214, 215, 216, 217, 218 & 219 of Sec. 7 and lots 220, 221 & 222 of Sec. 14 to John & Cornelia Lee Add. to Whitington Heights. Don. 568246.

CREATION OF SPECIAL SERVICE AREA NUMBER ELEVEN
AND LEVY OF SPECIAL ANNUAL SERVICES
TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of Special Service Area Number 11 and the levy of a special annual services tax in the area generally bounded by West 61st Street, West 66th Street, South Morgan Street and South Lowe Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq., (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On May 25, 1988, the City Council of the City of Chicago adopted an ordinance proposing the creation of an area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 11" and the levy of a special annual services tax (the "services tax") upon the taxable property therein; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on June 21, 1988, at which hearing the creation of Special Service Area Number 11 and the levy of the services tax therein was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After consideration the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to create Special Service Area Number 11 and to authorize the levy of the services tax within said area for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging

housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interest of the City of Chicago that the creation of Special Service Area Number 11 and the levy of the services tax against the taxable property therein for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. There is hereby created the area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 11" and the levy of a special annual services tax (the "services tax") authorized upon the taxable property therein. Said area shall consist of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made a part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 11 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 11 shall be levied in an amount sufficient to produce revenues required to provide special services therein. Said services tax shall not exceed the sum of sixty-five one hundredths of one percent (.65%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Greater Englewood Special Service Area Commission, as described in Section 4 hereof.

SECTION 4. The Greater Englewood Special Service Area Commission consisting of nine members is hereby established (the "Commission"). Of the initial Commission members, three members shall be appointed to serve three year terms, three members shall be appointed to serve two year terms and three members shall be appointed to serve one year terms. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission

members from lists of nominees submitted by the Greater Englewood Local Development Corporation. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Greater Englewood Local Development Corporation. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the

Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Greater Englewood Local Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. Prior to the initial appointment of the Commission, said functions shall be performed by the Commissioner of the Department of Economic Development or his designee. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the creation of Special Service Area Number 11 and the commencement of the services tax authorized to be levied to provide for special services therein shall be the 1st day of January, 1989, unless within 60 days from June 21, 1988, a petition signed by at least 51% of the electors residing within Special Service Area Number 11 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of June 21, 1988, objecting to the creation of Special Service Area Number 11 or the levy of the services tax therein, is filed with the City Clerk, in which instance no such area shall be created and no such tax shall be levied.

SECTION 6. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 7. This ordinance shall become effective from and after its passage.

[Exhibit "2" attached to this ordinance printed on page
15780 of this Journal.]

Exhibit "1" attached to this ordinance reads as follows:

Exhibit 1.

A tract of land in the West Half of the Southwest Quarter of Section 16 in the East Half of the Southeast Quarter of Section 17, in the East Half of the Northeast Quarter of Section 20

and in the West Half of the Northwest Quarter of Section 21, all in Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows:

Beginning at a point being the intersection of the North line of W. 61st Place and the east line of S. Union Ave., thence West along said north line of West 61st Place to its intersection with the East line of the north-south public alley first East of and parallel to S. Halsted Street; thence North along said east line of said alley, extended North, to its intersection with the center line of W. 61st Street; thence West along said center line of W. 61st Street to its intersection with the west line, extended North, of the north-south public alley first west of and parallel to S. Halsted Street; thence South along said west line of said public alley, extended South, to its intersection with the north line of Lot 11 in Lyon's Subdivision of Lots 5 and 6 of S. S. Crocker's Resubdivision of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid, thence West along said north line of Lot 11 and along said north line, extended West to the north line of Lot 14 in Lyon's Subdivision aforesaid; thence along the north line of said Lot 14, extended West, to the North line of Lot 23 in Lyon's Subdivision aforesaid; thence west along the North line of said Lot 23, extended West, to the center line of S. Peoria Street; thence North along the center line of S. Peoria Street to its intersection with the north line extended east of Lot 2 in Block 1 of Uhlich & Hoffman's Subdivision of Lots 5 to 10 in Crocker's Resubdivision of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along the said north line of Lot 2 extended West, to the West line of the north-south public alley first west of and parallel to S. Peoria Street; thence South along the West line of said public alley to its intersection with the north line of Lot 27 in Block 1 of Uhlich & Hoffman's Subdivision aforesaid; thence west along the north line of said Lot 27, extended West, to its intersection with the west line of S. Sangamon Street; thence South along said west line of S. Sangamon Street to its intersection with the north line of Lot 11, in Block 2 of Crocker's Resubdivision of the South Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 17 aforesaid; thence West along said north line of said Lot 11, extended West, to its intersection with the West line of the North-South public alley first west of and parallel to S. Sangamon Street; thence South along said west line of said public alley to its intersection with the north line of Lot 29 in Block 2 of Crocker's Resubdivision aforesaid; thence West along the north line of said Lot 29, extended West, to its intersection with the center line of S. Morgan Street; thence South along the said center line of S. Morgan Street to its intersection with the South line of W. 63rd Street; thence East along the south line of W. 63rd Street to its intersection with the West line of S. Sangamon Street; thence South along the west line of S. Sangamon Street to the south line, extended west, of the east-west public alley first North of and parallel to W. 64th Street; thence East along said south line, extended east, of said public alley to its intersection with the west line of S. Peoria Street; thence South along said west line of S. Peoria Street to its intersection with the south line of W. 64th Street; thence East along said south line of W. 64th Street to its intersection with the west line of S. Green Street; thence South along the west line of S. Green Street to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with the west line of the north-south public alley first West of and parallel to S. Halsted Street; thence South along said west line of

said public alley extended south, to its intersection with the center line of W. 66th Street; thence East along said center line of W. 66th Street to its intersection with the east line extended South of the north-south public alley first East of and parallel to S. Halsted Street; thence North along the east line of said public alley to its intersection with the north line of Lot 36 in Leopold Mayer's Subdivision of the North Half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the Northwest Quarter of Section 21 aforesaid; thence East along said north line of Lot 36, extended East, to its intersection with the east line of S. Emerald Avenue; thence North along said east line of S. Emerald Avenue to its intersection with the south line of the east-west public alley first South of and parallel to W. 65th Street; thence East along the south line, extended East, of said public alley to its intersection with the east line of S. Union Avenue; thence North along said east line of S. Union Avenue to its intersection with the south line of W. 65th Street; thence East along said south line of W. 65th Street to its intersection with a line 30 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 30 feet East of and parallel to the East line of S. Union Avenue, a distance of 423 feet to its intersection with a line 273 feet South of and parallel to the center line of W. 64th Street; thence East along said line 273 feet South of and parallel to said center line of W. 64th Street to its intersection with a line 77 feet East of and parallel to the East line of S. Union Avenue; thence North along said line 77 feet East of and parallel to the East line of S. Union Avenue to its intersection with the center line of W. 64th Street; thence East along said center line of West 64th Street to its intersection with a line 94.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 94.4 feet east of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 64th Street; thence west on the north line of said public alley to its intersection with a line 93.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 93.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Place; thence east along the south line of W. 63rd Place to its intersection with a line 150 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 150 feet East of and parallel to S. Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to W. 63rd Place; thence west along the north line of said alley to its intersection with a line 95.4 feet east of and parallel to the east line of S. Union Avenue; thence north along said line 95.4 feet east of and parallel to the east line of S. Union Avenue to its intersection with the south line of W. 63rd Street; thence East along said south line of W. 63rd Street to its intersection with the West line, extended South of Lot 11 in Block 7 of Hoyt, Canfield and Matteson's Subdivision of the South Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along said west line, extended south, of Lot 11 to its intersection with the north line of W. 63rd Street; thence along a line drawn from said point of intersection on the north line of W. 63rd Street and running northwesterly to the point of intersection of the south line of W. Englewood Avenue with the west line of Lot 9 in Block 6 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line, extended North of Lot 9 to its intersection with the north line of W. Englewood Avenue; thence West along said north line of W. Englewood Avenue to its intersection with the west line of Lot 1 in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along said west line of Lot 1, extended North, to its intersection with the southwest corner of Lot 44 in Block 4 of Hoyt, Canfield and

Matteson's Subdivision aforesaid; thence North along the west line of said Lot 44 to its intersection with the southwest corner of Lot 1 in Block 2 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence North along the west line of said Lot 1 to its intersection with the south line of W. 62nd Street; thence northwesterly along a line drawn from the point of intersection of the west line of said Lot 1 and the south line of W. 62nd Street to the point of intersection of the north line of W. 62nd Street and the west line of Lot 53 in Lister's Subdivision of West Three-Fifths of the South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 16 aforesaid; thence North along the west line of said Lot 53 to its intersection with the east line of S. Union Avenue; thence Northeasterly and North along said east line of S. Union Avenue to its intersection with the north line of W. 61st Place, the point of beginning.

IMPOSITION OF FIVE DOLLAR FEE FOR PARKING IN REMOTE
LOTS OPERATED BY CITY TO FACILITATE TRAFFIC
MANAGEMENT IN WRIGLEY FIELD AREA.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, imposing a charge of five dollars, including the parking transaction tax, for parking in lots operated by the City as part of the Remote Parking System for traffic management in the neighborhood surrounding Wrigley Field.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

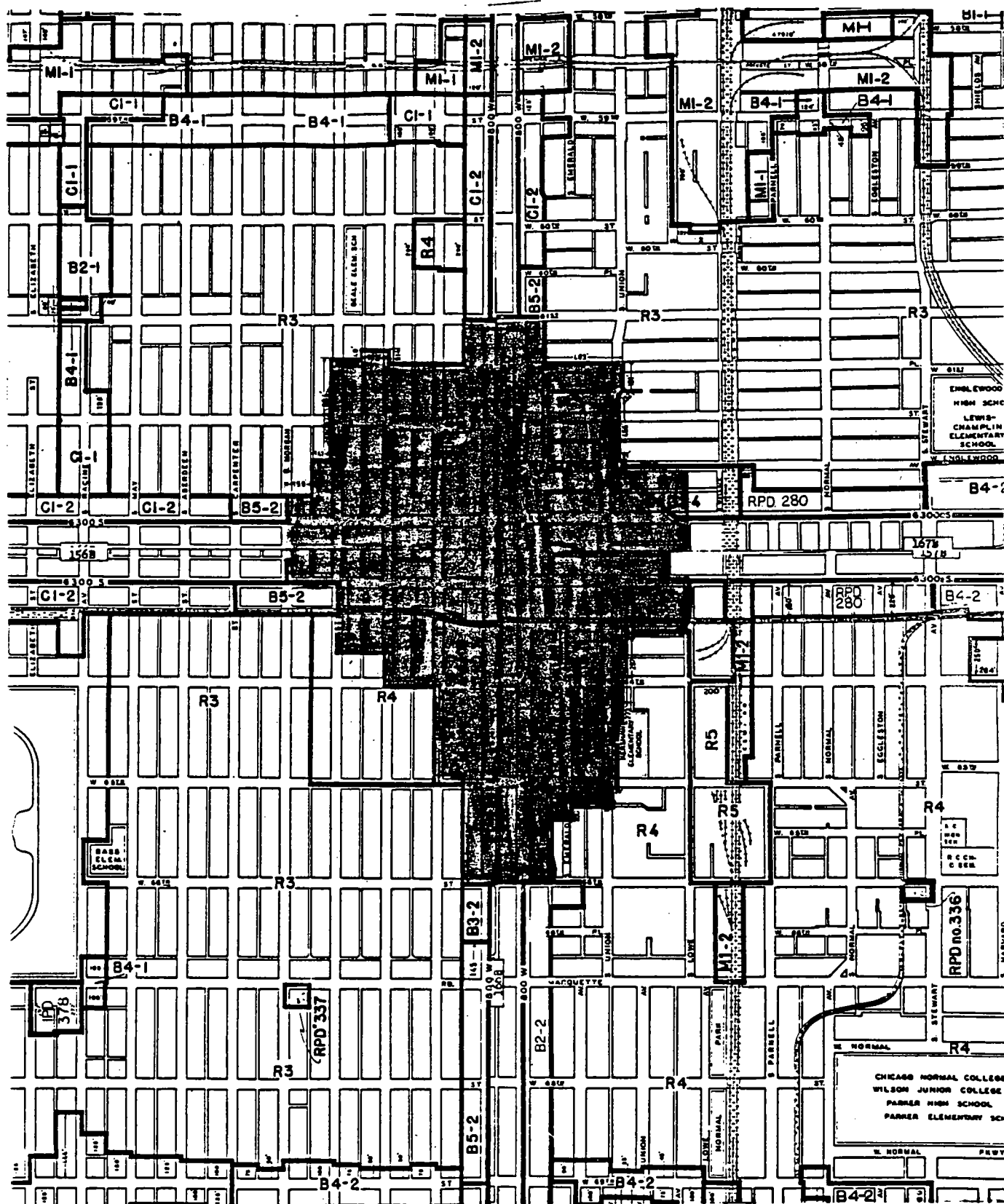
The following is said ordinance as passed:

WHEREAS, The City of Chicago has entered into separate agreements with the Chicago Board of Education and DeVry Institute of Technology, whereby the City will operate certain parking lots owned by the Board of Education and DeVry Institute of Technology as part of the City's Remote Parking System to facilitate traffic management in the neighborhood surrounding Wrigley Field; and

(Continued on page 15781)

Special Service Area Number 11

EXHIBIT 2



(Continued from page 15779)

WHEREAS, The City of Chicago has entered into an agreement with the Chicago Transit Authority for implementation and funding of the Authority's Bus Route No. 152A, "Wrigley Field Express" to provide service between said parking lots and Wrigley Field; and

WHEREAS, It is necessary that funds be provided for the implementation of said agreements; now, therefore,

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

SECTION 1. A charge of \$5 is hereby imposed for the parking of any automobile or van in any parking lot operated by the City of Chicago as part of the Remote Parking System described in that certain agreement between the City of Chicago and the Board of Education of the City of Chicago, approved by the City Council on _____, 1988, and that certain agreement between the City of Chicago and DeVry Institute of Technology, approved by the City Council on _____, 1988 (hereinafter "the parking lots"). This charge shall include applicable parking transaction tax, and shall be imposed only upon vehicles admitted to the parking lots during the times of use and operation of the parking lots pursuant to the named agreements.

SECTION 2. Revenues realized as a result of the charge imposed pursuant to Section 1 of this ordinance shall be applied to the City's costs of use of the parking lots, and the subsidy due the Chicago Transit Authority for operation of its Bus Route 152A, "Wrigley Field Express", in accordance with that certain agreement between the City of Chicago and the Chicago Transit Authority, approved by the City Council on _____, 1988.

SECTION 3. This ordinance shall be in full force and effect from and after August 1, 1988.

EXECUTION OF AGREEMENT WITH DE VRY INSTITUTE OF
TECHNOLOGY CONCERNING USE OF PARKING LOTS
DURING CERTAIN CHICAGO CUBS
BASEBALL GAMES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with DeVry Institute of Technology concerning the use of its parking lots during certain Chicago Cubs baseball games.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 on behalf of the City of Chicago, an agreement between the City of Chicago and DeVry Institute of Technology regarding the use of DeVry's parking lots during certain Chicago Cubs baseball games. The agreement shall be substantially in the form attached hereto.

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

Agreement attached to this ordinance reads as follows:

Agreement.

This Agreement is made this _____ day of _____, 1988, by and between DeVry Institute of Technology ("DeVry"), an Illinois corporation, and the City of Chicago, Illinois ("the City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the

"Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the Commissioner of Planning has identified parking lots owned by DeVry on its premises at 3300 North Campbell Avenue as advantageous and desirable for the remote parking; and

Whereas, DeVry has determined that the use of its parking lots for the remote parking system at times of minimal use by DeVry faculty, students and staff will provide DeVry with, in addition to the payments required in this Agreement, valuable public exposure and benefits of security;

Now, Therefore, in consideration of the premises and mutual obligations contained in this Agreement, DeVry and the City agree as follows:

Section 1. Parking Lots. DeVry will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the following parking lots located on DeVry's premises at 3300 North Campbell Avenue, Chicago, Illinois: the parking lot located north of the north entrance to DeVry's premises from Rockwell Avenue which provides approximately 295 parking spaces ("Parking Lot C"), the parking lot located north of the entrance to DeVry's premises from Campbell Avenue which provides approximately 252 spaces ("Parking Lot B") and that portion of the parking lot which is located between the north and south entrances to DeVry's premises from Rockwell Avenue which provides, in total, approximately 506 spaces ("Parking Lot A") which is not needed for DeVry's use at such times. Parking Lots A, B and C (the "Parking Lots") are shown on Exhibit "A" which is attached hereto and incorporated herein.

Section 2. Games Available. The Parking Lots shall be made available to the City for the above stated purposes during the 1988 season for the games designated below starting at least two hours prior to the game time published in the Chicago Tribune on the day of a game held by Chicago National League Ball Club, Inc. ("Cubs"), at Wrigley Field ("Cubs game"):

- a. Eight regular season weekday night Cubs games (Monday through Thursday), which shall be designated by the Cubs pursuant to the Ordinance, and each playoff, league championship or World Series Cubs games.
- b. Each regular season, playoff, league championship or World Series Cubs game held on either a Saturday or Sunday on or after August 6, 1988.

Section 3. Use of Parking Lots. On days designated in Section 2(a) above, DeVry shall guarantee that 500 parking spaces are available. On Saturdays designated in Section 2(b) above, DeVry shall guarantee that 800 parking spaces are available. On Sundays designated in Section 2(b) above, DeVry shall guarantee that 1000 parking spaces are available. The City shall first direct drivers to park in Parking Lot C, and when it is filled,

then in Parking Lot B. When Parking Lots B and C are filled, then the City may direct drivers to park in Parking Lot A.

Subject to the guarantees above, DeVry may reserve a portion of Parking Lot A that it deems necessary for its purposes at least 2 hours prior to and during the Cubs games, the City shall assure that only persons with business at DeVry shall park in such reserved portion of Parking Lot A. Persons with business at DeVry will be instructed to use the southern entrance and exit drive from Rockwell Avenue. Persons using the Parking Lots for the City's Remote Parking System shall be restricted to using the northern entrance and exit drive from Rockwell Avenue and the entrance and exit drive from Campbell Avenue. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lots in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any car, or the owner of any vehicle, which is already parked in any of the Parking Lots two hours prior to game time.

Section 4. Operation Of Parking Lots.

(a) Supervision. From two hours prior to each Cubs game designated in Section 2 until one hour after the completion or suspension of each such game, the City will supervise the Parking Lots and will direct traffic both inside and immediately outside the Parking Lots. At such times, the City will provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Buses. DeVry will permit Chicago Transit Authority buses to enter the Parking Lots through the Campbell Avenue entrance and exit through the north exit to Rockwell Avenue in order to pick up and deliver persons parking in the Parking Lots.

(c) Portable toilets. Prior to the first day on which the Parking Lots are to be made available, the City will deliver 6 portable toilets to the Parking Lots, locating them so that they will not interfere with DeVry's use of the Parking Lots. The City will clean and maintain the portable toilets. The toilets shall remain on location until the last Cubs game for which the Parking Lots will be made available. Within 7 days of the last such Cubs game, the City will remove the portable toilets.

(d) Lights. DeVry shall illuminate the Parking Lots and keep them illuminated, using existing lighting, from dusk until at least two hours after the completion or suspension of the Cubs game. DeVry shall provide this lighting at its cost.

(e) Sweeping. The City will remove all debris, bottles and trash from the Parking Lots after each designated Cubs game and will complete the cleaning by 8:00 A.M. of the day following each weekday night Cubs game and by 8:00 A.M. of the Monday following each Saturday or Sunday Cubs game.

Section 5. Fees. The City shall pay DeVry \$.50 for each vehicle parking in the Parking Lots pursuant to this Agreement. The City shall also provide DeVry with a statement showing the number of vehicles parked for each Cubs game for which the Parking Lots are used. The payment and statement shall be submitted to DeVry on a monthly basis.

Section 6. Indemnification. The City agrees to indemnify and hold harmless DeVry from and against all claims, demands, losses or causes of action resulting from or arising from the City's use of the Parking Lots for its remote parking system. The City and DeVry acknowledge that the City is self-insured.

Section 7. Agents and Employees. DeVry and the City agree that wherever in this Agreement reference is made to either DeVry or the City, such reference shall include the agents, subagents, employees, representatives and independent contractors of such party.

Section 8. Severability. If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous. This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

Section 10. Authority. DeVry warrants and represents that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to enter into this Agreement; that it owns Parking Lots A, B and C subject only to mortgage and various security interests and not subject to any lease, and that the person(s) signing this Agreement have the authority to do so.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF AGREEMENT WITH BOARD OF EDUCATION FOR
USE OF LANE TECHNICAL HIGH SCHOOL PARKING
LOT DURING CERTAIN CHICAGO CUBS
BASEBALL GAMES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the Board of Education concerning the use of the Lane Technical High School parking lot during certain Chicago Cubs baseball games.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 on behalf of the City of Chicago, an agreement between the City of Chicago and the Board of Education regarding the use of the parking lot at Lane Technical High School during certain Chicago Cubs baseball games. The agreement shall be substantially in the form attached hereto.

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

Agreement attached to this ordinance reads as follows:

Agreement.

This Agreement is made this ____ day of _____, 1988, by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, and the City of Chicago, Illinois ("the City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the Commissioner of Planning has identified a parking lot owned by the Board on the premises of Lane Technical High School ("Lane Tech"), 2501 West Addison Street, Chicago, Illinois 60618 as advantageous and desirable for the Remote Parking System; and

Whereas, the Board has, by ordinance, determined that the use of its parking lot for the Remote Parking System at times of minimal use by faculty, students and staff will provide valuable financial assistance and not interfere with the proper use of such parking lot;

Now, Therefore, in consideration of the premises and mutual obligations contained in this Agreement, the Board and the City agree as follows:

Section 1. Parking Lot. The Board will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the parking lot located on the premises of Lane Tech (the "Parking Lot").

Section 2. Games Available. The Parking Lot shall be made available to the City for the above stated purposes during the 1988 baseball season for the games designated below starting at least two hours prior to the game time published in the Chicago Tribune on the day of a game held by Chicago National League Ball Club, Inc. ("Clubs"), at Wrigley Field ("Cubs game"):

- a. Eight regular season weekday night Cubs games (Monday through Thursday), which shall be designated by the Cubs pursuant to the Ordinance, and each playoff, league championship or World Series Cubs games.
- b. Each regular season, playoff, league championship or World Series Cubs game held on either a Saturday or Sunday on or after August 6, 1988.

Section 3. Use Of Parking Lot. On days designated in Section 2 above, the Board shall guarantee that 450 parking spaces are available.

Notwithstanding the guarantee above, the Board may reserve all or a portion of the Parking Lot which it deems necessary for its purposes, by written notice to the Bureau of Traffic Engineering and Operations of the City at least 48 hours prior to any designated Cubs game. In the event that the Board reserves a portion of the Parking Lot, the City shall assure that only persons with business at Lane Tech shall park in such reserved portion of the Parking Lot. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lot in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any car, or the owner of any vehicle, which is already parked in the Parking Lot two hours prior to game time.

Section 4. Operation Of Parking Lot.

(a) Supervision. From two hours prior to each Cubs game designated in Section 2 until one hour after the completion or suspension of each such game, the City will supervise the Parking Lot and will direct traffic both inside and immediately outside the Parking Lot. At such times, the City will provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Portable toilets. Prior to the first day on which the Parking Lot is to be made available, the City will deliver 6 portable toilets to the Parking Lot, locating them so that they will not interfere with the use of the Parking Lot. The City will clean and maintain the portable toilets. The toilets shall remain on location until the last Cubs game for which the Parking Lot will be made available. Within 7 days of the last such Cubs game, the City will remove the portable toilets.

(c) Maintenance. The City agrees that it shall be responsible for and shall promptly repair all damage to the Parking Lot caused by the City or by persons using the Parking Lot pursuant to this Agreement except for ordinary wear. On the day following each weekday night Cubs game and on the Monday following each Saturday or Sunday Cubs game, the City shall remove all debris, bottles and trash from the Parking Lot. Following the last game designated in Section 2, the City shall return the Parking Lot to its former condition to the extent altered or damaged by the City or by persons using the Parking Lot pursuant to this Agreement.

Section 5. Fees. The City shall, on a monthly basis, notify the Board of the number of vehicles parked for each Cubs game for which the Parking Lot is used, and shall pay the Board \$1.00 for each vehicle parking in the Parking Lot pursuant to this Agreement.

Section 6. Indemnification. The City agrees to indemnify and hold harmless the Board from and against all claims, demands, losses or causes of action resulting from or arising from the City's use of the Parking Lot for its Remote Parking System.

Section 7. Agents And Employees. The Board and the City agree that wherever in this Agreement reference is made to either Board or the City, such reference shall include the agents, subagents, employees, representatives and independent contractors of such party.

Section 8. Severability. If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous. This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Mayor and its seal to be hereunto affixed and attested by its City Clerk, and the Board has caused this Agreement to be duly executed in its name and behalf by its President and its seal to be hereunto affixed and attested by its secretary.

[Signature forms omitted for printing purposes.]

EXECUTION OF AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
REGARDING USE AND OPERATION OF WRIGLEY FIELD
EXPRESS BUS ROUTE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an execution of agreement with the Chicago Transit Authority regarding the use and operation of the newly created Wrigley Field Express bus route during night baseball games.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 on behalf of the City of Chicago an agreement between the City of Chicago and the Chicago Transit Authority regarding the use and operation of the newly created Wrigley Field Express bus route. The agreement shall be substantially in the form attached hereto.

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

Agreement attached to this ordinance reads as follows:

Agreement.

This Agreement is made this ____ day of _____, 1988, by and between the Chicago Transit Authority ("C.T.A."), an Illinois municipal corporation and the City of Chicago ("City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1 Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors who surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the City and the C.T.A. have determined that the initiation of an express route by the C.T.A. is best suited to provide bus service which would include service to the Remote Parking System; and

Whereas, on July 6, 1988, the C.T.A. Board passed Ordinance No. 88-100 establishing bus Route No. 152A, the "Wrigley Field Express"; and

Whereas, the C.T.A. would not be able to provide service along the Wrigley Field Express route without the payment of a subsidy such as that required by this Agreement; and

Whereas, the City and C.T.A. agree that it is in their mutual best interests to arrange for persons taking advantage of the City's Remote Parking System to have convenient and guaranteed access to the newly established Wrigley Field Express route;

Now, Therefore, in consideration of the premises and the mutual obligations contained in this Agreement, the C.T.A. and the City agree as follows:

Section 1. Service. The C.T.A. shall provide service on Route No. 152A, the Wrigley Field Express, starting two hours before game time and ending one hour after the completion or suspension of the ballgame played by the Chicago National League Ball

Club, Inc. ("Cubs") at Wrigley Field ("Cubs game") on the following days during the 1988 season:

- a. Eight weekday nights (Monday through Friday), to be designated by the Cubs pursuant to the Ordinance, on which a regular season Cubs game is held, and each weekday night on which a playoff, league championship or World Series Cubs game is held.
- b. Each Saturday and Sunday on which a regular season, playoff, league championship or World Series Cubs game is held beginning on or after August 6, 1988.

The C.T.A. shall not substantially alter the route or increase or reduce the number of stops on or along the Wrigley Field Express route without written notice to the Bureau of Traffic Engineering and Operations of the City, such notice to be served not less than 30 days prior to such alteration.

Section 2. Tickets. On the Wrigley Field Express route, the C.T.A. shall accept, in lieu of a fare, pass, token or transfer, tickets issued by the City for passage between either the Western Avenue-Roscoe Street stop or the 3400 North Rockwell Avenue stop, and the Clark-Addison stop. Prior to the commencement of service pursuant to this Agreement, the City shall forward to the C.T.A. facsimiles of the tickets to be issued by the City.

The C.T.A. and the City both acknowledge that passage on Route No. 152A is to be made available to all persons who pay the ordinary C.T.A. fare or present a valid C.T.A. pass or transfer, and that passage shall not be limited to persons bearing the tickets issued by the City.

Section 3. Buses And Personnel. C.T.A. shall provide sufficient buses and personnel to provide passage in a timely manner pursuant to the C.T.A.'s normal and customary policies and procedures to all persons holding tickets issued by the City. The C.T.A. acknowledges that the persons holding tickets issued by the City will be attending the Cubs game. Accordingly, the C.T.A. shall provide a sufficient number of buses and personnel to assure that such persons arrive by game time or as soon thereafter as possible, and depart Wrigley Field immediately following the Cubs game or as soon thereafter as possible.

Prior to each Cubs game specified in Section 1, the City shall notify the C.T.A. as to the number of buses that the City expects will be necessary to provide passage to ticket holders in a timely manner. In the event that the City shall fail to provide C.T.A. with such prior notification, the C.T.A. shall assign 13 buses to the Wrigley Field Express route for the two hours prior to commencement of the Cubs game and 26 buses during the hour immediately following completion or suspension of the Cubs game.

While service is being provided, the City shall determine whether more buses are needed to provide passage to ticket holders in a timely manner. If additional buses are needed, the City shall notify the Executive Director of the C.T.A. or his designee by telephone at

_____. The C.T.A. shall promptly provide such additional buses and personnel in order to effectuate the intent of this Section 3.

If the City determines that more buses have been assigned to the Wrigley Field Express route than are necessary to provide passage to ticket holders in a timely manner, the City shall notify the C.T.A. in the manner stated in this Section 3 and the C.T.A. shall promptly release such additional buses from service in order to reduce the City's subsidy pursuant to Section 4 below.

Section 4. Subsidy. The City shall pay the C.T.A. the following subsidy for each bus put into service on the Wrigley Field Express route:

\$23.27 per bus per hour

-plus-

\$.70 per vehicle mile

Subsidy charges shall begin to accrue for each bus when it leaves its assigned garage or other assigned route for service along the Wrigley Field Express route, and shall cease to accrue immediately upon its return to the garage or reassignment to another route.

The City shall pay the subsidy to the C.T.A. upon receipt by the City's Bureau of Traffic Engineering and Operations of a quarterly statement by C.T.A. indicating by date of service the number of buses providing service on the Wrigley Field Express route, the times during which each bus provided service, the number of passengers bearing tickets issued by the City who were carried by each bus before and after each Cubs game, and the number of miles travelled by each bus providing service on the Wrigley Field Express route.

The C.T.A. agrees that it shall not be entitled to set off any amount of unpaid subsidy against any debt or payment owed to the City, but instead the C.T.A. shall look for payment only under this Agreement.

Section 5. No Amendments, Assignments Or Independent Contractors. The C.T.A. and the City agree that this Agreement shall not be amended, modified or assigned in any way nor shall any independent contractor be used to perform the obligations of this Agreement, except by the express written consent of both the C.T.A. and the City.

Section 6. Severability: If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 7. Miscellaneous. This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Mayor and its seal to be hereunto affixed and attested by its City Clerk, and the C.T.A. has caused this Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 31.

The Committee on Finance submitted the following report:

CHICAGO, July 27, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance from the Office of the Mayor authorizing the execution of a Collective Bargaining Agreement between the City of Chicago and the American Federation of State, County and Municipal Employees, Council 31, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Beavers 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 collective bargaining agreement between the City of Chicago and the American Federation of State, County and Municipal Employees Council 31, in the form attached hereto as Exhibit A, is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

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

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

Exhibit "A".

Agreement.

This Agreement is entered into this ____ day of _____, 1988, by and between the City of Chicago, an Illinois municipal corporation, and the City Treasurer, joint Employer, (hereinafter called "Employer"), and American Federation Of State, County And Municipal Employees Council 31, hereinafter called "Union").

It is the purpose of this Agreement to promote harmonious relations between the Employer and the Union, to establish a peaceful procedure for the resolution of differences, and to establish the rates of pay, hours of work and other conditions of employment.

Article 1.

Recognition.

1.1 Recognition.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and all other terms and

conditions of employment for all employees employed by the Employer in job classifications listed in Schedules 1, 2, 3 and 4 attached.

Should the parties agree that other titles appropriately belong in an A.F.S.C.M.E. represented bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit(s) involved. Such stipulation shall be filed with the Labor Relations Board in accordance with its procedures.

1.2 Unit Work.

The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

As a further exception, where employees who are not in a unit covered by this Agreement have in the past performed unit work, they may continue to do so unless it limits an employee's promotional opportunities, eliminates a unit position, lowers an employee's classification, or reduces the number of unit positions; provided that, said employees who for more than 60 days continually perform unit work a majority of their time shall either have their position accreted to the unit or be placed in the proper classification within the unit.

Nothing in this Section shall limit the Employer from subcontracting work to non-employees, except as this inherent right may be subject to specific limitation, if any, in this Agreement.

Article 2.

Management Rights.

2.1 Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff for lack of work or for lack of funds; to hire, classify, transfer and assign work, promote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to

determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

2.2 Work Standards.

The Employer has the right to establish reasonable work load standards. Prior to establishing or changing work load standards, the Employer will notify the Union, and upon request of the Union, shall meet to discuss such standards.

2.3 Rules Of Conduct.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline or harm, the Employer shall transmit a copy of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within 20 calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Article 3.

Union Rights.

3.1 Exclusive Bargaining Agent.

The Employer shall not negotiate with employees to change the employee's wages, hours or working conditions set forth in this Agreement, except if the Union agrees. The Employer shall not meet, discuss, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

3.2 Right Of Access.

Duly authorized officials of the Union will be permitted to enter Employer facilities at any reasonable time for purposes of handling grievances, observing conditions under which employees are working, or attending meetings mandated or permitted by this Agreement.

The Union will not abuse this right, and such right of entry shall be consistent with current practices and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Any time off with pay provided for under this Article shall be at the employee's appropriate rate of pay as though the employee were working.

3.3 Bulletin Boards.

The Employer shall provide bulletin boards or space on bulletin boards at each Employer physical site, the number, size and location to be mutually agreed to by the Employer and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be abusive, inflammatory or partisanly political in nature and shall be signed and dated prior to posting.

3.4 Distribution Of Literature.

Distribution of Union literature only shall be permitted in non-work areas where city business is not conducted with members of the public during the non-work time of the employee who is distributing and the employee who is receiving the literature. In addition, distribution shall be permitted which does not interfere with the work of other employees or the business of the public.

3.5 Conference Rooms.

The Employer agrees to make available conference and meeting rooms for Union meetings upon request of a Union representative, subject to the Employer's reasonable rules relating to the Union's use of its facilities.

3.6 Pay For Meetings.

Employees shall be allowed time off with pay at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement.

3.7 Time Off For Union Activities.

Local Union representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, Committee and/or board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the supervisor, adjust the employee's schedule to permit such attendance.

The Employer agrees to meet with Union representatives, including an agreed- upon number of employees covered by this Agreement, at reasonable mutually- agreed times to negotiate a subsequent collective bargaining agreement. The names of the designated representatives shall be certified to the Employer in writing by the Union. Employees attending the meeting shall participate without loss of pay.

A reasonable number of elected delegates, up to 35, will be permitted to attend a state or national A.F.S.C.M.E. Convention once each year without loss in pay for the time spent enroute to and from, and attending, the Convention, up to two days for state conventions and up to five days for national Conventions.

Such time off shall not be detrimental in any way to the employee's record.

Article 4.

Joint Committees.

4.1 Labor/Management.

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of each Department or his/her designee shall meet quarterly with the appropriate Union committee representing the bargaining unit. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the Union, the Department Head and the Director of Labor Relations.

The City of Chicago, Department of Personnel, shall meet with the Union at least once every six (6) months to discuss any subject of mutual concern, except for grievances and changes in this Agreement. More frequent meetings may be held upon mutual agreement between the parties. These meetings shall be scheduled at a time, place and date mutually agreed upon and may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the parties.

4.2 Health And Safety.

Joint labor-management health and safety committees shall be established in each Department with equal number of Union and Employer representatives. The committees shall meet regularly to identify, inspect, and correct unsafe or unhealthy working conditions which may exist. For City Hall, the Kraft Building, and other multi-Department buildings, the committee shall be composed of representatives of the various Departments, and shall include a representative of the Commissioner of Public Works.

Employees may submit health and safety complaints to the applicable committee. A majority of the Committee may recommend remedial action. If health and safety problems are not resolved by the Department committee, they may be referred to a city-wide committee for consideration. Any city-wide committee shall have an equal number of Union and Employer representatives and shall include the Commissioner of Public Works and the Director of Labor Relations.

4.3 Day Care.

A Day Care Committee composed of a mutually agreed upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer.

To the extent permissible under the Internal Revenue Code and I.R.S. rules and regulations, the Employer agrees to establish a program in accordance with the Internal Revenue Code and I.R.S. rules and regulations, whereby an employee may elect to have a portion of his/her income withheld from his/her paycheck to be used for day care expenses, as soon as the Employer's payroll procedures and equipment permit it to do so.

4.4 Job Evaluation.

A committee composed of a mutually agreed upon equal number of Union and Employer representatives shall be appointed by the respective parties.

The Committee shall meet at mutually agreed upon times at reasonable intervals. The Committee shall study the following:

- a) Career ladders which will enhance promotional opportunities;
- b) Possibilities for semi-automatic progression between job titles;
- c) Employer conducted and/or sponsored training programs which enhance career development; and
- d) The salary grade placements of job classifications based upon the responsibility involved, the education and/or experience required, and the working conditions.

The Committee shall make its recommendations in writing to the Employer and the Union.

Article 5.

Wages And Salary Schedules.

5.1 Rates Of Pay.

The following wage changes will be instituted:

1. Full time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.

Part time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$325 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.

2. In 1988, a 1% increase will be granted to all employees, effective July 1, 1988. (Exhibit "A")
3. In 1989, a 3% increase will be granted to all employees, effective July 1, 1989. (Exhibit "B")
4. In 1990, a 2% increase will be granted to all employees, effective July 1, 1990, (Exhibit "C") and a 2 1/2% increase effective October 1, 1990. (Exhibit "D")
5. In 1991, a 3% increase will be granted to all employees, effective July 1, 1991, (Exhibit "E") and a 4% increase effective October 1, 1991. (Exhibit "F")

5.2 Schedules.

The salary schedules for job classifications covered by this Agreement are appended hereto as Exhibit "A" (effective July 1, 1988), Exhibit "B" (effective July 1, 1989) and Exhibit "C" (effective July 1, 1990), Exhibit "D" (effective October 1, 1990), Exhibit "E" (effective July 1, 1991) and Exhibit "F" (effective October 1, 1991).

Article 6.

Holidays And Sick Leave.

6.1 Current Holidays.

Employees shall receive the following holidays off without a reduction in pay:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied.

A full-time employee will be considered to have worked a full day if the employee works five or more hours. Part-time employees shall be considered to have worked a full day on a pro-rata basis.

6.2 Holiday Observance.

For employees whose regularly scheduled workweek does not include Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; and said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on either Saturday or Sunday will be observed on that day.

6.3 Holiday Scheduling.

(a.) For employees who are not scheduled on a regular Monday through Friday workweek, when a holiday falls on an employee's day off, the employee shall be granted another day off. When a holiday falls during an employee's vacation, and the employee does not want to extend his/her vacation, the employee shall be granted another day off. The Department Head shall grant an employee's request for another day off on the basis of seniority among the employees who normally perform the work and who make their requests on the same day, provided however, the Department Head shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation of the Department.

When a holiday falls during an employee's vacation, the employee may extend his/her vacation only if the Employer does not grant the employee an extra day's pay.

(b.) An employee who is required to work on a holiday shall be given at least seven days advance notice where it is known by the Employer that employees have to work on a holiday. If some but not all employees in the department are required to work on a holiday, the Employer, taking into account its operational needs, will offer the work on a rotating seniority basis first to volunteers who normally perform the work, and where there are not enough said volunteers, the work will be assigned on a rotating basis of inverse seniority, provided that, in either case, the employee who volunteers or is assigned has the then present ability to perform the work required by the Employer.

6.4 Holiday Pay.

Work performed on holidays listed in this Article shall be paid at 2-1/2 times the employee's then current rate of pay, which shall include holiday pay or, at the employee's option shall be paid at 1-1/2 times the employee's then current rate of pay plus straight time compensatory time for all time worked. Upon termination of employment for any reason, except discharge for serious misconduct, the employee or his/her estate shall be paid at the employee's then current rate of pay for any earned holidays not taken.

6.5 Sick Leave.

Current and future employees employed in job classifications that are granted paid sick leave shall continue to receive said sick leave for the term of this Agreement. Said employees shall be credited with 12 days of paid sick leave on January 1 of each year. New hires who are salaried paid shall be credited with paid sick leave at the rate of one day for each month of employment through December 31 for the first calendar year of their employment. Sick leave may be accumulated up to 200 days.

Sick leave may be used for illness, disability, or injury of the employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed, subject to reasonable rules of interpretation of the Employer.

Sick leave may be used in increments of one-half day or more. With twenty-four (24) hour prior notice and the permission of the employee's supervisor, sick leave may be used in smaller increments. In a bona fide emergency if and to the extent twenty-four hour notice is not possible, sick leave may also be used in smaller increments, provided that the employee promptly notify his/her supervisor. Such permission shall not be unreasonably denied. The Employer may request satisfactory proof of such emergency.

Nothing herein shall be interpreted as an agreement to remove or continue any pre-contract practice relating to non-contractual extended sick leave.

Article 7.

Vacations.

7.1 Amount.

Employees shall be eligible for paid vacations as of January 1 of each year following the years in which they were employed. Full time employees will earn the following amounts of paid vacation, based on such employee's seniority or continuous service as of July 1:

Continuous Service as of July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days

Employees of the Chicago Public Library will continue to earn vacation time as set forth below:

Pay Grade 6 and below:

Less than 6 yrs.	15 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days

Pay Grade 7 and above:
Pay Grade G-1 thru G-10:

Less than 14 years	20 days
14 years or more	23 days

7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of seniority or continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year;
or

2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve (12) months of seniority or continuous service.

The amount of pro rata vacation is determined by dividing the number of months or seniority or continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 50 hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

Hours Worked Per Year	Hours Of Vacation
1,000	40
916	36
830	33
750	30
666	27
580	23
500	20
416	17

Hours Worked Per Year	Hours Of Vacation
330	13
250	10
166	7
80	4

One extra vacation hour is earned for each 25 hours over minimal hours worked.

7.3 Forfeiture.

All earned vacation leave earned after the execution of this Agreement not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period. All earned vacation leave earned before January 1, 1985, must be taken within 9 months after the execution of this Agreement, or it shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

7.4 Employees Laid Off Or Discharged.

Employees who are discharged for serious misconduct are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 22 of this Agreement.

7.5 Rate Of Pay.

Employees shall receive their regular pay in effect at the time the scheduled vacation is taken. An employee in pay status for 50% of work time in a calendar month shall earn vacation credit.

7.6 Selection.

From November 1 to November 30 inclusive, of each calendar year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 30 shall receive responses by the last day of December. Vacation requests made after November 30 shall be granted on a first-come, first-served basis; provided however, if too many employees request on the same day vacations during the same period, the employees with the greater continuous service shall receive the vacation. Responses to said vacation requests shall be made within 14 days by the Employer, but not before the Department has responded to employees who filed during the November selection period.

Vacations under this Section, will be granted by continuous service, provided however, the Department Head shall have the discretion to determine the number and scheduling of employees who can be on vacation at any one time without hindering the operation of the Department or to meet the emergency needs of the Department's operations. In considering the emergency needs of the Department, the Employer shall not cancel a pre-planned vacation arbitrarily. Cancellation of approved vacation requests which would result in a financial loss to the employee and/or prevent the employee from attending important personal events shall only be denied in the most extreme emergencies, and shall be subject to an expedited grievance procedure agreed upon by the parties to permit timely resolution of such disputes.

7.7 Reciprocity With Other Agencies.

Any employee of the City of Chicago hired prior to February 13, 1986, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other public employer shall not have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City.

Article 8.

Mileage Reimbursement.

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicles to perform their assignments shall be reimbursed at the rate of 22.5¢ per business mile up to a maximum of \$150 per month. Such reimbursement shall be subject to the procedures established by the Employer.

Article 9.

Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees without change during the term of this Agreement.

*Article 10.**Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$2,500) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

If any other bargaining unit of employees of the Employer is required to pay less in premium contributions or receives higher benefit levels under the medical care plan, then this unit of employees shall pay the same and/or receive the same benefit levels.

10.1 Policy Provisions.

The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employer and insurance companies.

10.2 Insurance Disputes.

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings.

10.3 H.M.O.s.

Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.

10.4 Family Coverage.

Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

10.5 Maintenance Of Insurance.

The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of the Agreement.

The Employer will accept insurance premiums deducted from employee's ordinary disability checks for any period during which employees are eligible to pay such premiums so long as the Pension Fund allows deductions.

Article 11.

Leaves.

11.1 Bereavement.

In the event of a death in an employee's immediate family such employee shall be entitled to a paid leave of absence up to a maximum of three (3) consecutive days including the day of the funeral.

The employee's immediate family shall be defined as: mother, father, spouse, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

11.2 Military.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that, employees hired after the effective date of this Agreement shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees hired after the effective date of this Agreement shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

11.3 Jury/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to non-work related litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller for those days which he/she was scheduled to work for the Employer and receives pay or comp time for said work.

11.4 Unpaid Leaves.

(a) Personal Leave.

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer.

Such leaves shall be granted under the same terms and conditions as set forth above.

(b) Medical Leave.

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three-month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to their former job, subject to the layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

(c) Union Leave.

Up to six (6) non-probationary employees shall be granted Union leaves of absence at any one time to serve on the Union staff or to be an officer of the Union, for up to two (2) years. Any current Union leaves of absence shall be automatically extended for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

(d) All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation.

(e) Duty Disability Leaves.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

11.5 Religious Day Accommodation.

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay.

An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied. In January of each year, the Employer shall remind employees in writing of the provisions of this section.

11.6 Emergency Accommodation.

In emergency situations which preclude an employee from requesting accumulated time in advance, employees may request the use of accumulated compensatory time or vacation leave. The Employer may request satisfactory proof of any such emergency. Emergency requests by employees will not be unreasonably denied.

Article 12.

Seniority Or Continuous Services.

12.1 Definitions.

The term "seniority" and "continuous service" shall mean the same thing as they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties. In addition, an employee earns seniority or continuous service credit even though he or she is not paid for an absence where the employee is adjudged eligible for duty disability compensation.

For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

12.2 Interruption In Service.

Non-seasonal employees who work a minimum of 80 hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid medical leaves of absence of more than one (1) year. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward seniority or continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward seniority or continuous service.

12.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other public employer shall not have the period of such service credited and counted for the purpose of seniority or continuous service with the Employer for any reason.

12.4 Break In Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for 12 months (except for approved Union or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of layoff.

12.5 Layoff/Recall.

The Union and employees (except probationary employees with less than 90 days of service) shall be provided with at least 14 days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability to perform the work and the employee's job performance are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service for the Employer regardless of job title or department.

Seasonal, provisional, emergency and temporary employees shall be terminated prior to any other employees being laid off.

For purposes of this Section, an employee shall be considered as "subject to layoff" as soon as that employee is scheduled to be laid off, or removed from his/her position classification.

An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training. Said offers shall be by City-wide seniority.

An employee subject to layoff, by seniority, may bump the least senior employee in the next lower classification in the classification series in the Department, or if none, the second lower classification in the series in the Department, provided the employee who is bumping has the then present ability to perform the required work without further training.

Employees who cannot bump into their classification series, may bump into a title in the Department which they most recently held career service status, even if not in their classification series or, if none, in any other title which they held for one (1) or more years, even if not in their classification series, provided the employee who is bumping has the then present ability to perform the required work without further training.

An employee subject to layoff shall be given the opportunity to fill a job declared vacant as of the date of layoff in an equal or lower-graded classification in another Department prior to selecting a bidder or hiring a new employee from outside the Employer's workforce if: (1) the employee is unable to avoid layoff by exercising bumping rights within his/her Department, and (2) the employee has the then present ability to perform the required work without further training.

Employees who are laid off because 80% or more of all the positions in their Departments are eliminated may have the bumping rights of Section 12.5 in other Departments. These employees will have preference in filling vacancies for equal or lower graded positions in other Departments, provided the employee has the then present ability to perform the required work without further training.

A laid off employee shall be entitled to only one bump.

Employees who take a position in the same pay grade shall be paid the same rate of pay of their former position. Employees who voluntarily transfer or bump to avoid layoff shall be paid the rate of the job being performed, i.e., the same step in the pay grade for said job as the employee had been on in his/her previous job classification.

Employees shall be recalled by seniority, provided the employee has the then present ability to perform the required work without further training.

Employees who transfer or are reduced in pay grade by virtue of bumping or voluntary transfer to avoid layoff shall retain recall rights to his/her former position classification, and classification in between, if any.

Employees on a position classification recall list shall also be eligible for recall on a seniority basis for equal or lower-rated positions. Employees recalled to such other position shall retain recall rights to the position classification from which they were laid off.

In determining whether an employee has the then present ability to perform the required work without further training, the employee shall first be provided with a reasonable amount of orientation.

Employees shall retain and accumulate seniority and continuous service while on layoff.

A laid off employee who fails to respond within 3 days of receipt of a recall notice, or, upon acceptance, fails to be available for work within 5 days of the recall notice shall forfeit all recall rights, unless the employee provides good cause acceptable to the Employer for not reporting. Acceptance shall not be unreasonably denied.

If the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good cause for not timely reporting shall remain on layoff until the next recall, subject to any break in service provisions in Section 12.4 above.

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of any address change.

12.6 Balancing The Workforce.

The Employer's movement of employees from one location, shift, or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift, or day off schedule and reassign them to another location, shift, or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.

An employee being reassigned under this provision may file a transfer request under Article 12.7(b) to return to his/her original location, shift, or day off schedule. Said request must be made within sixty (60) days of reassignment, shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule.

Within twenty-one (21) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective date of the reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

The provisions of this Section 12.6 do not apply to detailing implemented in accordance with Section 12.8 of this Agreement.

12.7 Filling Of Permanent Vacancies.

(a) The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

(b) Employees within a Department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year.

(c) When filling a vacancy, the Employer shall select the most senior employee in the job classification in the Department who has such a request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by Department once a month.

(d) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, the Employer shall select the employee in the job classification in the Department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

(e) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.

(f) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated or equal-rated jobs. All applicants bidding on said jobs shall be considered as one group for selection purposes.

(g) The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The Union shall receive notice of such posting at least one (1) day prior to the opening of such posting.

(h) All applicants for Employer-determined permanent vacant jobs shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. Should the Department decide to rescind a posting, it shall so notify the Union within 30 days of closing.

If the job is later reposted, previous bidders shall be considered for one (1) year from the date of the original bid.

(i) Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If employees are selected, however, where employee applicants are relatively equally qualified to perform the work required, the Employer shall select the most senior employee (based on City-wide seniority) of those applying. Preference shall be given to applicants within the Department.

The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluations and any other evidence brought to the Employer's attention, experience, training, proven ability and similar criteria as they relate to the vacancy.

(j) Applicants who are not selected shall be so notified by the Department Head. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another Employer-determined permanent vacancy for six (6) months.

(k) During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy.

(l) When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position in a higher pay grade, such employee shall receive a pay increase of one step, or the entrance rate for the new position, whichever is greater.

12.8 Detailing.

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site, or physically removed from the employee's normal work site and requiring work of a substantially different nature from the employee's normal duties.

Employees shall not be detailed for more than 30 days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond 90 days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

12.9 Acting In A Higher-Rated Job.

An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated job for more than ten

(10) working days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the then-present ability to do the job without further training.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job.

The time limits for such assignments to higher-rated jobs shall be ninety days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of the parties. These time limits shall also apply to assignments to lower or equal rated jobs.

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.

If a job audit by the Employer results in a finding that the employee has been acting in a higher-rated job, the job shall be filled as a permanent vacancy and the provisions of Section 12.7 of this Agreement (Filling of Permanent Vacancies) shall apply. If the employee so audited is not selected for the position, the employee shall be assigned a position in his/her current classification, provided such a position is then available, within the Department. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply.

If a job audit by the Employer results in a finding that the employee has been acting in a lower-rated job, the employee shall be assigned a position in his/her current classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department provided the employee has the then present ability to perform the work required without further training. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department

provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff from the pre-audit classification and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply.

12.10 Probationary Employees.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 12.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other fringe benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 13.

Job Classifications.

13.1 New Or Merged Job Classifications.

The Employer shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit or (2) merge job classifications if at least one is within a unit.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classification.

If there is an unresolved dispute between the Employer and the Union concerning the unit placement of a new or merged job classification, the Union shall submit the issue to the Illinois Local Labor Relations Board for final resolution.

If the Union objects to the Employer's established pay grade/rate, it may appeal the Employer's decision within 30 days after said meeting to Step IV of the grievance procedure. The Employer's decision of a new or merged job's placement within the Employer's promotional line shall not be subject to arbitration, except if the Employer's decision is arbitrary or capricious.

The arbitrator shall review the Employer's decision as to the pay grade/rate of the job duties, by comparing it to the responsibilities and working conditions of other like, or if none, similar jobs within the unit and the labor market generally, provided that the sole issue for the arbitrator shall be whether or not the Employer's decision was reasonable in light of the said factors. If the arbitrator determines that the Employer was reasonable in light of said factors, he/she shall not overturn the Employer's decision. The pay grade/rate established by the Employer shall remain in effect pending the arbitrator's decision. If the arbitrator's decision is to increase the pay grade/rate for the classification, said increase shall be applied retroactively to the date the job was established.

13.2 Abolition Of Job Classifications.

The Employer may abolish a job classification. The Employer shall promptly notify the Union of its decision to abolish any job classification in a bargaining unit covered by this Agreement. The Employer, upon request, shall meet and negotiate with the Union concerning the impact on employees resulting therefrom. "Negotiate", as referred to in this Agreement, shall be as defined in Section 7 of the Illinois Public Labor Relations Act.

Article 14.

Personnel Records, Forms And Files.

14.1 Employee Files.

(a) File Inspection.

The Employer's personnel files and disciplinary history files relating to any employee, upon reasonable advance notice, shall be open and available for inspection by the affected employee, and/or, if authorized by the employee, a Union representative, during regular business hours, except for information that is excluded by current ordinance as of the date of ratification of this Agreement by the City Council or by law. Nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect a document. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances and administer this Agreement.

(b) Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interests.

(c) Employee Notification.

A copy of any disciplinary action or material relating to employee performance shall be placed in one personnel file of an employee and shall be given to the employee, who shall note receipt thereof. An employee may have placed in his/her personnel file a rebuttal to anything placed in his/her personnel file.

(d) Use And Destruction Of File Material.

(i) Police Department.

Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five-year period. In such instances, the Complaint Register cases files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(ii) All Departments.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Any record of discipline, including counseling in the Police Department, may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action under this Agreement, unless a pattern of sustained infraction exists for the offense in question.

14.2 Forms.

Undated Forms.

No employer representative shall demand or request that an employee sign an undated resignation or other blank form. No employee shall be required to sign such a form. Any such request shall entitle the employee to immediate appeal to the grievance procedure.

(b) Incomplete Forms.

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position, or condition of employment. Any employee required to sign any form shall be given a copy of the form at the time the employee's signature is affixed.

(c) Records.

All public records of the Employer shall be available for inspection upon request of the Union.

14.3 Performance Evaluations.

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

An employee's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

14.4 Polygraph.

The Employer shall not require an employee to take a polygraph examination if such request is illegal.

If an employee is asked to take a polygraph examination, he/she will be advised in writing twenty-four (24) hours prior to the administration of the examination of any questions for which the City will request an answer, except in emergencies where said 24-hour notice cannot be given, in which event as much reasonable notice as possible shall be given.

The results of a polygraph examination shall not be used against an employee.

The results of any polygraph examination shall be made known to the employee within one week.

Article 15.

Information To Unions.

15.1 Personnel Transactions.

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassifications, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other informations mutually agreed to by the parties. Each 60 days the Employer shall

furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address and social security number.

15.2 Computer Tapes.

Computer tapes with information otherwise available to the Union shall be provided the Union by the Employer.

Article 16.

Hours Of Work And Overtime.

16.1 Work Week.

The work week shall begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday. The normal work week consists of five consecutive workdays, Monday through Friday.

16.2 Workday.

The workday shall commence from the employee's scheduled starting time. The normal workday shall be eight consecutive hours, including a one-hour unpaid lunch period, except at the Chicago Public Library, where the normal workday shall be eight and one-half consecutive hours, including a one-hour unpaid lunch period.

16.3 Current Schedules.

All currently established schedules, including but not limited to rotating schedules, non-consecutive work day schedules, and three and four-day work day schedules shall remain in effect. The Employer shall develop a work schedule questionnaire to be completed by each Department. The Employer shall provide a copy of each response received to the Union within 60 days of the Union's ratification of this Agreement.

16.4 Changes In Schedules.

Prior to changing a work schedule, the Employer shall give the Union reasonable advance notice and, upon request, meet with the Union to discuss the proposed changes.

16.5 No Guarantee Or Limitation.

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day or per week or for any other period of time.

16.6 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of eight hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two times the regular hourly rate of pay. Work performed between 35 and 40 hours worked per week, which is not covered above, shall be compensated at straight time in the form of compensatory time.

Employees may elect compensatory time in lieu of pay for approved overtime for work in excess of 40 hours worked in a week. Subject to the requirements of applicable law, any such earned compensatory time may not be accumulated in excess of 240 hours.

Employees defined as exempt in the Fair Labor Standards Act (Executive, Administrative, Professional, etc.) shall not be eligible for overtime compensation under this Section. However, such employees shall be given compensatory time on an hour for hour basis for all overtime worked. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

16.7 Overtime Procedure.

(a) Overtime shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the then present ability to perform the required work without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the job classification at the work location who have been given the option to work the overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification at the work location have been reasonably afforded the opportunity to work said overtime.

(c) Employer records on overtime rotation shall be made available to the Union upon request.

16.8 Reporting Pay.

When salaried employees report for work, where the employee has not been told at least three (3) hours prior to the employee's starting time not to report for work, and are unable to start work, they shall not suffer any loss of pay provided they remain on the premises ready to work, except for reasons beyond the Employer's control.

16.9 Call In Pay.

Employees called for work outside their regular working hours shall receive not less than four (4) hours of pay at their regular straight time or overtime hourly rate, whichever is applicable under this Agreement, except for reasons beyond the Employer's control.

16.10 Standby.

Where the Employer requires an employee to remain on standby, available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as time worked.

An employee on non-compensable standby shall not be disciplined or otherwise have his/her work record adversely affected if he/she is not available for work upon being called.

16.11 Use Of Compensatory Time.

An employee shall use his/her compensatory time within ninety (90) days after it is earned. If, however, an employee's request to use said comp. time is denied by the Employer, he or she may continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said comp. time in cash, or may, subject to the approval of the Employer, continue to carry over such comp. time.

16.12 Flexible Time.

An employee may request a flexible hour or compressed work week schedule, which may be granted at the discretion of the Department Head. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union finds has the greatest personal need.

Article 17.

Required Uniforms.

All uniforms, including laboratory coats and other like special apparel, required by the Employer to be worn by employees shall be supplied without charge to any employees.

Article 18.

Employee Development And Training.

(a) Rules and procedures regarding tuition reimbursement shall be described in Exhibit "D" attached, which by reference is made part of this Agreement.

(b) Employees shall be granted reasonable amounts of leave without loss of pay to attend professional meetings which the Employer determines are related to their employment with the City, unless an employee absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.

(c) Employees may, with the written consent of the Department Head or his/her designee, adjust the employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

(d) Employees required by the Employer to attend training courses or seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the costs incurred.

Training courses or seminars to meet federal, state or county mandated professional requirements shall not be covered under this Section, except that current practice as to paid time and course reimbursement for courses or seminars to meet federal, state or county professional standards shall not be diminished during the term of this Agreement.

Article 19.

Health And Safety.

19.1 General Duty.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

19.2 Limitation.

It is agreed that grievances alleging violation of Section 1 of this Article may be processed through Step III of the Grievance Procedure of this Agreement and shall not be subject to arbitration.

19.3 Video Display Terminals (V.D.T.)

V.D.T. work stations, as they are added or replaced within the discretion of the Employer, shall contain glare screens, chairs with adjustable heights and back rests, foot rests and adjustable tables for holding keyboards. Pregnant employees and employees who are nursing who normally operate V.D.T.s shall, upon request, be given a different assignment during their pregnancy or nursing, if one is available, where they have the then present ability to perform the required duties without further training. Such assignment shall be considered a detail under this Agreement.

19.4 Rehabilitation.

The Employer shall make aware and offer referral for diagnosis and treatment to employees experiencing alcohol, drug or emotional problems to the extent it has the manpower resources to do so.

Article 20.

Discipline And Predisciplinary Procedures.

Suspension over ten (10) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 20(b) shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefor. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

Article 21.

Grievance And Arbitration.

(a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary action of suspensions of over ten (10) days and discharges shall be excluded from this grievance procedure.

(b) A difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner and there shall be no strikes, slowdowns, or work stoppages during the life of this Agreement.

21.1

It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Before a formal grievance is initiated at Step I, the employee and/or the union shall discuss the matter with the employee's immediate supervisor. A steward may be present at such discussion. If the problem is not resolved in discussion, the following procedure shall be used to adjust grievances.

Step I	A.	The employee and/or the Union shall raise the grievance in writing within 15 calendar days of having knowledge of the event which gives rise to the grievance.
	B.	The immediate supervisor will render his/her decision to the employee and the Union in writing within five (5) days after the grievance is presented.
Step II	A.	If the grievance is not settled at the first Step, the Union representative and/or the employee shall have the right to make an appeal in writing on a mutually agreed upon form to the Department Head's designee, a senior supervisor, within 10 calendar days after the

date of the decision by the immediate supervisor, or the date such answer was due. The name of the senior supervisor, who is the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.

- B. The Department Head's designee will notify the employee in writing with a copy to the Union of his/her decision on the grievance form within 7 calendar days of receipt of the Step II appeal form.

Step III A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing to the Department Head within 10 calendar days of receipt of the senior supervisor's decision, or the date such answer was due.

- B. The Department Head shall meet with the Union in an effort to resolve said grievance and reply in writing of his/her decision within 7 calendar days from receipt of Step III to the employee and the Union.

- C. If an arbitrable dispute is not settled at the third step, either the Union or the Employer may notify the other in writing within 30 calendar days of receipt of the Step III decision, that it requests final and binding arbitration of its grievance.

Step IV If the matter is not settled in Step III, representatives of the Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken under the grievance procedure. Such meeting shall be held within five (5) days of the Union's request for arbitration. At such meeting the moving party shall set forth the facts and specific relief requested. The Union or the Employer, but not an individual employee or employees, may submit an unresolved arbitrable dispute to arbitration by serving a written request to arbitrate.

A rotating Roster of Arbitrators shall be used by the parties. The Employer and the Union will select a roster of 15 arbitrators. All arbitrators shall be selected by mutual agreement. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fee and expenses of the arbitrator shall be shared equally.

The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 30 days following such hearing. The Roster of

Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union. Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain the arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster.

The parties may agree to submit more than one (1) grievance to a selected arbitrator. Every year each party has the right to remove up to five (5) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection.

The parties may mutually agree at any time to remove any arbitrator from the panel of fifteen (15). If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below ten (10), and the parties cannot agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of ten (10). The parties will then alternately strike names from each such list of arbitrators until one remains from each so that the remaining number of acceptable arbitrators is sufficient to bring the total roster to at least ten (10), or such number greater than ten (10) as the parties may agree.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement and does not fall within a Section of this Agreement which is not arbitrable. Questions of arbitrability shall be decided by the arbitrator. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present, provided no party has intentionally refused to participate in the arbitration hearing. The decision of the

arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

21.2

- A. A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.
- B. If there is space available, the Employer, upon request of the Union representatives, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.
- C. Upon request, there shall be a meeting at each Step of the Grievance Procedure. A steward may be present at each Step's meeting. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. A grievance may be withdrawn without prejudice to the Union. Failure of the Employer to answer a grievance within the time limits herein shall automatically cause the grievance to advance to the succeeding step of the procedure.
- D. An Employer or Union grievance may be filed at Step III.

Certain issues which by their nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance may be resolved.

The Union may initiate grievances concerning denial of promotions at the third level of the grievance procedure. The parties agree that the

Union may schedule for resolution promotional grievances at the first fourth step meeting which is scheduled after the third step answer is rendered, or such answer was due.

Such grievances, unresolved at the fourth step meeting, shall be scheduled for arbitration within sixty days of the fourth step meeting.

- E. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Provided, however, that the Arbitrator may not entertain the grievance on behalf of, nor award a remedy to, any individual employee not specifically named in the grievance, unless the Union identifies the entire class with reasonable specificity, as soon as the Union could reasonably have knowledge of such class.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm or is unlawful. The Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his or her grievance.
- G. The Union shall designate the Union stewards and representatives and shall supply a list of names to the Director of Labor Relations.
- H. Upon request, at any step of the grievance procedure prior to Arbitration, the Union shall be given specific documents, books, or papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

21.3 Mediation.

The parties may jointly agree in writing to submit an arbitrable dispute to mediate in lieu of arbitration. The mediator shall be selected by the Mediation Research and Education Project, Inc. (MRER), the individual to be subject to the mutual agreement of the parties.

Proceedings before the mediator shall be informal. The rules of evidence will not apply. No record of the mediation conference shall be made. The mediator will have the authority to meet separately with any party, but will not have the authority to compel the resolution of a grievance. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Employer in writing within 10 days following the mediation conference. In the event a grievance which has been mediated goes

to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration. Participation by either party in mediation does not prejudice their rights to participate in arbitration as provided in this Agreement. The fees and expenses of the mediator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives.

Article 22.

Sub-Contracting.

The Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy. Prior to sub-contracting bargaining unit work, the Employer shall give notice of such contemplated action at least 30 days prior to entering into a sub-contract.

The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed, any contemplated impact on bargaining unit employees, and any other relevant data to enable the Union to discuss with the Employer alternatives to such action.

Upon request, the Employer shall meet with the Union within 3 days of receipt of such request.

If bargaining unit employees would be laid off by the proposed sub-contracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the Department, or other Departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to the sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

Article 23.

No Strike/No Lockout.

23.1 No Strikes.

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

23.2 Union Efforts.

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

23.3 Discipline.

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

23.4 No Lockout.

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 24.

Non-Discrimination.

24.1 Prohibition Against Discrimination.

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, or mental and/or physical handicap.

24.2 Union Activity.

The Employer agrees that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union.

24.3 Union Non-Participation.

The Union shall not advise or represent employees before any federal or state anti-discrimination administrative agency where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this Agreement. 8

24.4 Employer/Union Cooperation.

The Union and the Employer shall work cooperatively to ensure equal employment opportunities in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts.

Article 25.

Dues Check-Off/Fair Share.

25.1 Indemnification/Authorization.

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 25.1, 25.2, 25.3 and 25.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within 30 days name, address, department, classification, rate of salary and starting date of any new employee hired into the Union's bargaining units.

25.2 Fair Share.

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

Upon receipt of such certification the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

25.3 Right Of Non-Association.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

25.4 Condition Of Employment.

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

All employees who are not members of the Union shall be required as a condition of employment, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

25.5 Notification Of Dues Change.

Any change in the amount of dues to be deducted or fair share fees to be withheld shall be communicated to the Employer by the Union at least fourteen days prior to the effective date of such changes.

25.6 P.E.O.P.L.E. Deductions.

The Employer agrees to deduct from the pay of those employees who individually request it P.E.O.P.L.E. contributions.

Such deductions shall be remitted to the Union semi-monthly along with a list of the name, social security number and amount of deduction of each employee for whom a remittance is being made.

Article 26.

Complete Agreement.

26.1 Agreement To Contract Content.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer agrees that during the term of this Agreement it shall not change any past practice and/or policy with respect to wages, hours, conditions of employment or fringe benefits of employees without prior notification and discussion with the Union. Where past practice conflicts with the terms of this Agreement, this Agreement shall prevail. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

26.2 Extension Of Benefits.

It is further agreed that in the event the Employer agrees to or authorized additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

26.3 Printing Of Agreement.

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the Employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for the full cost of printing.

26.4 Separability.

Should any part of this Agreement or any provision contained herein be determined to be contrary to law, all other provisions shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision within a reasonable period of time upon request of either party.

Article 27.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure expeditious legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

[Signature forms omitted for printing purposes.]

American Federation of State, County and Municipal Employees Council 31 ("Union") and the City of Chicago ("Employer") agreed that where, in the course of negotiating the Principal Agreement dated _____, 1988, either the Employer or the Union withdrew any of its proposals in the interest of reaching an agreement neither the Employer nor the Union will rely upon the Union's or the Employer's withdrawal of proposals as evidence of any Union or Employer intent in any future arbitration, or for any other purpose whatsoever.

[Signature forms omitted for printing purposes.]

[Schedules and Exhibits "A" through "F" printed on pages 15838 through 15868 of this Journal.]

Exhibit "G" reads as follows:

Exhibit "G".

City Of Chicago Tuition Reimbursement Policy.

General Purpose: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

- I. Effective Date: This policy is effective June 1, 1981. Reimbursement for any course commencing on or after this will be subject to this policy statement.

(Continued on page 15869)

	DESCRIPTION	TC	SCHEDULE	GRADE	TO LISTED TITLE
1.	Assist Chief Teletype Opr	0607		06	
	Assist Water Assessor	1070		11	
	Account Rep	1132		11	
	Accounting Clerk	0179		09	
	Accounting Tech I	0189		09	
	Accounting Tech II	0190		11	
	Acct Reprsntive Trne	1126		11	
	Acquisition Coord	1950		10	
	Admin Assist I	0301		08	Admin. Asst. I
	Admin Assist III	0303		12	Admin. Asst. III
	Airport Contract Rep	7032		11	
	Airport Infor Rep II	7037		SR	
	Airport Operatns Aid	7002		07	
	Airport Tour Guide	0754		08	
	Appl Designer Trnee	1180		11	
	Appl Spec Trnee	3807		10	
	Arch Tech I	5460		06	
	Arch Tech II	5461		08	
	Arch Tech III	5462		10	
	Arch Tech IV	5463		12	
	Arch Tech V	5464		13	
	Arch Tech VI	5465		14	
	Assessor	1001		09	
	Assignment Clerk	0424		09	
	Asst Account Rep	1131		10	
	Asst Coord Sp Srvs	2984		14	
	Asst Forens Photoq	9221		10	
	Asst Project Coord	1913		11	
	Buyer I	1511		09	
	Buyer II	1512		11	
	Buyer III	1514		13	
	Cartographer I	5745		07	
	Cartographer II	5746		10	
	Cartographer III	5747		12	
	Cashier	0205		07	
	Chief Cashier	0321		14	Chief Cashier
	Chf Suply & Stch Kct	1593		15	
	Civil Engr Draftsmn I	5761		08	
	Civil Engr Draftsmn II	5762		10	
	Clearings Reconciler	0202		08	
	Clerk I	0428		04	
	Clerk II	0429		06	
	Clerk III	0430		08	
	Clerk IV	0431		10	
	Clerk Trainee	0402		SR	
	Computer Cartographer II	5757		09	Com. Cartogr. II
	Computer Cartographer III	5758		11	
	Comp Cartogr Tech I	5756		07	
	Computer Console Opr	0660		08	
	Computer Oper Spec	1121		13	
	Cntrct Compliance Offr.	1530		12	
	Cntrct Devlp Spec	3810		12	
	Cntrct Rvw Spclst I	1481		11	
	Cntrct Rvw Spclst II	1482		13	
	Coord Health Educatn	3427		13	
	Coord Comm Set Dat Rp	3990		15	
	Criminalistics Aide	9270		08	
	Data Control Clerk	1750		07	
	Data Controller	0632		09	
	Data Entry Clerk	0661		05	
	Data Entry Operator	0664		08	
	Data Output Handler	0633		06	
	Data Proc Coord I	1199		12	
	Data Proc Coord II	1198		11	
	Data Proc Field Tech	1197		10	
	Dental Scorekeeper	1812		08	
	Dep Locl Reg Vtl St	1715		11	
	Dispatch Asst	7106		06	
	Dispatch Clerk	7102		09	
	District Aide	8504		09	
	District Clerk	0417		09	District Clerk
	Documentation Librn	0644		08	
	Elct Engr Draftsmn I	5783		08	
	Elct Engr Draftsmn II	5784		10	
	Elct Surveyman I	5131		09	Elct Srvyman I
	Elct Surveyman II	5132		10	Elct Srvyman II
	Elct Surveyman III	5133		11	Elct Srvyman III
	Elct Surveyman IV	5134		12	Elct Srvyman IV

UNIT	DESCRIPTION	TC	SCHEDULE	GRADE	TO LISTED TITLES
1	Electronic Equip Tech	2040		11	
	Emphyblty Rev Spl I	2942		12	
	Emphyblty Rev Spl II	2943		13	
	Engr Tech I	6140		06	
	Engr Tech II	6141		08	
	Engr Tech III	6142		10	
	Engr Tech IV	6143		12	
	Engr Tech V	6144		13	
	Engr Tech VI	6145		14	
	Envir Cntrl Insp II	2002		11	
	Envir Sapl/Eq Tech III	2023		11	
	Equip Coordinator	7103		11	
	Exam Pub Chauff Lics	1264		05	
	Executive Secretary I	0809		10	Ex Secretary I
	Extra Clerk	0411		NC	Extra Clerk
	Film Inspector	0974		04	
	Film Reviewer	9011		05	
	Fingerprint Tech I	9214		08	
	Fingerprint Tech II	9224		10	
	Fingerprint Tech III	9225		12	
	Graphic Artist I	5741		07	
	Graphic Artist II	5742		10	Graphic Artist II
	Graphic Artist III	5743		12	Graphic Artist III
	Head Cashier	0206		09	Head Cashier
	Head Storekeeper	1817		10	
	Health Ed Aide I	3424		07	
	Health Ed Aide II	3428		10	
	Industrial Dev Rep I	1971		12	
	Industrial Dev Rep II	1972		13	
	Industrial Dev Rep III	1977		14	
	Information Rep I	0733		06	
	Information Rep II	0734		09	
	Information Rep III	0738		13	
	Inquiry and Info Rep	0712		09	
	Information Assistant	0739		10	Info Assistant
	Inquiry Aide I	0413		07	
	Inquiry Aide II	0414		08	
	Inquiry Aide III	0415		09	
	Inventory Auditor	1391		09	
	Junior Stenographer	0821		04	
	Key Punch Operator	0614		04	
	Laboratory Helper	3127		04	
	Laboratory Tech I	3128		07	
	Laboratory Tech II	3129		08	
	Laboratory Tech III	3130		10	
	Land Acquisition Officer	1624		13	
	Land Disp Officer	1622		13	
	Land Sales Agent	1612		13	
	Landscape Tech	7943		12	
	Leasing Agent I	1662		12	
	Leasing Agent II	1663		13	
	Legal Res Asst/ONI only	9644		--	
	Librarian - Tape/Disk	0642		08	
	Licensing Coord	1233		13	
	Loan Proc Offcr Asst	1993		10	
	Loan Processing Officer	1987		13	
	Maintenance Inspector	4545		11	
	Map Draftsman I	5751		08	
	Map Draftsman II	5752		09	
	Materials Expediter	1545		06	
	Mech Engr Draftsman I	5787		08	
	Mech Engr Draftsman II	5789		10	
	Med Intrvwr/Bilingual	3573		08	
	Med Rcd Coord	0555		12	
	Medical Interviewer	3570		07	
	Medical Record Librn	0549		11	
	Medical Records Tech	0550		08	
	Medical Stenographer	0846		08	
	Methods Analyst	1153		09	
	Model Area Clerk	0410		--	
	Office Prop Custodian	0418		05	
	Operating Analyst	1173		10	
	Order Filler	1809		08	Order Filler
	Personnel Asst I	1340		06	
	Personnel Asst II	1341		09	
	Personnel Asst III	1342		11	
	Personnel Tech I	1381		01	
	Personnel Tech II	1382		03	
	Photographer I	0655		08	
	Planner-Schedir O'Hare	7035		14	
	Planning Aide	1452		06	
	Planning Assistant	1406		10	
	Playroom Supervisor	3502		06	
	Police Invntry Spcls	1589		08	
	Police Photographer I	9259		08	
	Police Photographer II	9260		--	
	Prin Methods Analyst	1157		13	
	Prin Account Clerk	3849		10	
	Prin Records Clerk	3849		10	
	Prin Storekeeper	1815		09	Prin Strkpr
	Prin Tab Mach Oper	0677		08	

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UNIT	DESCRIPTION	TC	SCHEDULE	GRADE	TO LISTED TITLES
1	Principal Steno	0826		08	
	Principal Typist	0826		08	
	Prkng Revenue Exmnr	0186		10	
	Program Analyst I	1727		09	
	Program Analyst II	1728		10	
	Program Analyst III	1729		11	
	Program Auditor I	2914		10	
	Program Auditor II	2915		12	
	Program Coordinator	1770		12	
	Program Planner	3401		16	
	Program Specialist I	1743		12	
	Program Specialist II	1746		13	
	Program Specialist III	1747		14	Prog Spclst III
	Prpty Custodian	4238		09	
	Prpty Mngmnt Supv	1730		11	
	Public Info Asst I	0741		08	
	Public Info Asst II	0742		10	
	Purchasing Contract Adm.	1520		10	
	Purchasing Field Tech	1580		11	
	Qual Assurance Spec	1536		13	
	Receptionist	0797		05	
	Records Custodian	0419		05	
	Remote Terminal Oper	0669		08	
	Reprographics Coord I	0674		11	Repro Coord I
	Reprographics Coord II	0675		12	Repro Coord II
	Repro Machine Tech	0601		06	
	Reprographics Tech I	0692		06	Repro Tech I
	Reprographics Tech II	0693		08	Repro Tech II
	Reprographics Tech III	0694		10	Repro Tech III
	Research Aide	1755		06	
	Research Assistant	1725		10	
	Right of Way Agnt I	1674		14	
	Right of Way Agnt II	1670		16	
	Safety Spec I	6120		08	Safety Spec I
	Safety Spec II	6121		11	Safety Spec II
	Safety Spec III	6122		12	Safety Spec III
	Secretary	0805		09	Secretary
	Securities Analyst	0174		10	
	Senior Account Clerk	0146		06	
	Sr Account Representv	1115		15	
	Sr Comput Consol Opr	0662		10	
	Sr Data Controller	0631		11	
	Sr Data Entry Opertr	0665		09	
	Sr Data Transcriber	0676		07	
	Sr Data Punch Oper	0616		06	
	Sr Data Tape & Dist	0641		10	
	Sr Methods Analyst	1155		11	
	Sr Microfilm Mch Opr	0637		06	
	Sr Operations Analyst	1175		12	
	Sr Plan Review Spec	1486		11	
	Sr Planning Contr Admin	1521		12	
	Sr Research Asst	1724		10	
	Senior Steno	0823		06	
	Senior Storekeeper	1813		08	Sr Storekeeper
	Senior Typist	0836		06	
	Shf Supv Info & Inq Asst	0687		11	
	Shf Supv Term Oprtns	0668		09	
	Skyway Tel. Sr	0260		08	
	St/Motion Pict Photo II	0906		--	
	Staff Analyst	1744		13	
	Staff Assistant	0308		13	Staff Assistant
	Statistical Clerk	1754		07	
	Statistician Trainee	1733		08	
	Stockhandler	1805		05	Stockhandler
	Storekeeper	1811		06	Storekeeper
	Strc Engr Drftsmn I	5704		08	
	Strc Engr Drftsmn II	5705		10	
	Supv Info & Referral	1857		12	
	Supv Inv Control I	1850		11	
	Supvsr Word Processing	0831		10	
	Tax Agent I	1037		10	
	Tax Agent II	1036		11	
	Tax Audit Technician	1230		11	
	Tax Examiner	1043		09	
	Tax Investigator	1231		12	
	Telecommunications Spec	1122		12	
	Telephone Operator	0683		07	
	Teletype Operator	0606		04	
	Title Expert	1666		08	
	Title Searcher	1664		06	

7/27/88

REPORTS OF COMMITTEES

15841

ADMINISTRATIVE AND
TITLES WITHIN BARGAINING UNIT

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>TC</u>	<u>SCHEDULE</u>	<u>GRADE</u>	<u>SEE ATTACHMENT FOR EXCLUSIONS TO LISTED TITLES</u>
1	Toll Attendant	0288		09	
	Training Officer Sewer	1346		14	
	Training Coordinator	1369		12	
	Training Officer	1359		14	
	Training Tech I	1363		10	
	Training Tech II	1362		12	
	Typist	0834		04	
	Underwriting Spec	1609		13	
	Violate Abatant Exmr	2130		12	
	Voucher Coordinator	1575		09	
	Ward Clerk	0416		09	Ward Clerk
	Word Processing Opr I	0833		08	
	Word Processing Opr II	0832		09	
	Wtr Quality Inspector	2314		09	
	Wtr Quality Tech I	6111		08	
	Wtr Quality Tech II	6112		10	
	Wtr Quality Tech III	6113		11	

In Departments listed below, the following agencies are excluded completely, this bargaining unit. The following agencies are excluded completely, this bargaining unit:

Departments of: Personnel, Law, City Clerk, Budget and Management and the City Council

<u>UNIT</u>	<u>JOB CLASSIFICATION</u>	<u>DEPARTMENT</u>
1	Administrative Assistant I	Public Works Streets & Sanitation
	Administrative Assistant III	All departments except City Treasurer
	Computer Cartographer II	Graphics/Reproduction
	District Clerk	Bureau of Water Distribution Sewers Public Works Purchasing Aviation
	Electrical Surveyman I, II, III, IV	Streets & Sanitation
	Engineering Technician IV	Streets & Sanitation Public Works (Transfers from Street Traffic)
	Engineering Technician VI	Bureau of Water Distribution
	Executive Secretary I	All departments except City Treasurer
	Graphic Artist II & III	Graphics & Reproduction
	Information Assistant	Special Events
	Head Cashier	All departments except City Treasurer
	Chief Cashier	All departments except City Treasurer
	Order Filler	Streets & Sanitation
	Principal Storekeeper	Aviation Purchasing Sewers Bureau of Water Distribution Public Works Public Library (Transferred to Unit V)
	Program Specialist III	Special Events
	Reprographics Technician I, II, III	Graphics & Reproduction
	Safety Specialist I	Aviation
	Safety Specialist II	Aviation Sewers Streets & Sanitation Water
	Safety Specialist III	Sewers Streets & Sanitation
	Secretary	Local Liquor Control Commission
	Staff Assistant	All departments except City Treasurer
	Stockhandler, Storekeeper and St. Storekeeper	Aviation Public Works Purchasing Sewers Water - Bureau of Water Distribution
	Ward Clerk	Streets & Sanitation

TITLES WITHIN BARGAINING UNIT

UNIT	DESCRIPTION	TC	SCHEDULE	GRADE	SEE SCHEDULE FOR EXCLUSIONS TO LISTED TITLES
3	Activity Coordinator	3863		--	
	Activity Coordinator	3860		13	
	Activity Coord Aid II	3982		06	
	Alcoholism Counselor	3536		09	
	Asst Oc Saf & Health Dir	5954		15	
	Asst Spec Aging/Dis	3040		11	
	Asst Supv/Family Asst	3940		10	
	Asst To Phys Instrtr	3550		07	
	Asst Coord Field Ser	2931		15	
	Audio Visual Tester	0903		07	
	Bilingual Comm Dis Cntr	3432		10	
	Cardiovasclr Tech I	3105		08	
	Cardiovasclr Tech II	3106		10	
	Cardplanry Reactn Inst.	3475		08	
	Cardplanry Tech I	3136		06	
	Cardplanry Tech II	3137		08	
	Citiz Participtn Spec	3005		12	
	Clinic Coord.	3470		11	
	Community Aide III	3525		09	
	Com Dis Cntr Inv I	3433		10	
	Com Dis Cntr Inv II	3434		12	
	Comm Hlth Asst I	3748		04	
	Comm Hlth Asst II	3741		05	
	Comm Intern Wrkr I	2939		11	
	Comm Intervtn Wrkr	2940		11	
	Comm Mntl Hlth Wk I	3565		07	
	Comm Mntl Hlth Wk II	3567		10	
	Community Rep I	3828		06	
	Community Rep II	3819		08	
	Comm Resource Spclst	3966		12	
	Comm Serv Aide II	3848		06	
	Comm Serv Spec	3892		12	
	Comm Unit Dir I	3033		13	
	Comm Unit Dir II	3034		14	
	Community Worker I	3082		02	
	Cmpnstn Investgr I	1214		09	
	Cmpnstn Investgr II	1215		11	
	Cmpnstn Investgr III	1216		12	
	Compl/Viol Hrg Offcr	0383		13	
	Compliance Officer	1934		10	
	Cons Investigator I	2490		11	
	Cons Investigator II	2491		12	
	Consumer Serv Aide	2470		06	
	Cons Serv Officer I	2471		10	
	Cons Serv Officer II	2472		11	
	Coord Publ Utilities	5981		15	
	Coord Spl Prj Ins Sr	0316		16	
	Coord Youth Services	2910		16	
	Counselor	2966		12	
	Curriculum Coord	3865		13	
	Cytotechnologist I	3123		10	
	Demolition Inspector	6163		09	
	Dental Assistant	3213		08	
	Dental Hygienist	3210		11	
	Disability Spec I	3074		03	
	Disability Spec II	3073		04	
	Elderly Aide I	3035		04	
	Elderly Aide II	3036		06	
	Elderly Aide III	3037		07	
	Empl Dev Spec I	1357		13	
	Empl Dev Spec II	1358		15	
	Envir & Enrgy Spec I	2035		12	
	Envir Cntrl Insp I	2001		09	
	Envir Cntrl Insp II	2002		10	
	Envir Cntrl Insp III	2003		11	
	Envir Control Tech	2006		09	
	Equal Opport Specist	3053		12	
	Eval Specialist I	1761		12	
	Eval Specialist II	1759		13	
	Family Asst. Oper	3953		08	
	Family Asst. Processor	3952		08	
	Family Asst. Verifier	3951		09	
	Family Program Coord	2906		15	
	Floriculturalist I	7910		10	
	Food Service Worker	2765		06	
	Grant Research Spec	2989		G7	
	Grants Research Analyst	2981		G5	
	Grants Research Spec	2980		G7	
	Grants Specialist	2990		12	

GG

UNIT	DESCRIPTION	TC	SCHEDULE	GRADE	FOR EXCLUSIONS TO LISTED TITLES
3	Handicapped Setv Coord	3836		13	
	Health C/E. Insp An	2391		13	
	Health Educator I	3419		09	
	Health Educator II	3420		11	
	Health Educator III	3421		12	
	Hearing Tester	3149		06	
	Health Coordinator	3908		13	
	Hlth Resrcs Officer	3506		13	
	Hospital Aide	3622		04	
	Hospital Asst	3621		06	
	Hosp Lic Pract Nurse	3620		10	
	Housing Counselor	3823		12	
	Human Relation Asst	3070		09	
	Human Reltns Ofcr I	3009		10	
	Human Reltns Ofcr II	3008		12	
	Human Reltns Ofcr III	3013		13	
	Human Service Aide	3832		06	
	Human Service Assist	3834		08	
	Human Srv. Spclst I	3827		12	
	Human Srv. Spclst II	3826		13	
	Human Srv Wrkr I	3840		09	
	Human Srv Wrkr II	3839		10	
	Human Srv Wrkr III	3838		11	
	Hypertnsn Res Proj Recr	3147		11	
	Hypertension Tech	3148		08	
	Investigator OPS I	9183		14	
	Investigator OPS II	9182		15	
	Investigator OPS III	9181		16	
	Job Counselor	1336		10	
	Lic Practical Nurse	3613		10	
	Maintenance Aide I	4221		06	
	Maintenance Aide II	4224		08	
	Maintenance Aide III	4236		10	
	Management Aide	0365		06	
	Management Rep	0365		09	
	Manpower Planner	1420	G	05	
	Medical Assistant	3624		09	
	Med Equip Technician	3166		11	
	Medical Tech I	3133	GG	03	
	Medical Tech II	3134	GG	04	
	Medical Tech III	3135	GG	05	
	Med X-Ray Tech I	3167		10	
	Med X-Ray Tech II	3169		12	
	Microbiologist I	3176	GG	03	
	Microbiologist II	3177	GG	04	
	Microbiologist III	3178	GG	05	
	Microbiologist IV	3179	GG	06	
	Nurses Aide	3611		05	
	Nutrition Technician	3409		08	
	Nutritionist Assist	3435		06	
	Parent Coordinator	3912		13	
	Park Naturalist Aide	7905		04	
	Park Naturalist Asst	7906		10	
	Parking Facility Insp	7435		08	
	Pavillion Maint Aide	3499		07	
	Pharmacy Helper	3118		08	
	Photo Technician	0920		09	Photo Tech
	Photo Technician II	0910		09	Photo Tech II
	Physical Therapist	3144		10	
	Physician Assistant	3184		14	
	Polygraph Examnr I	9241	GG	03	
	Polygraph Examnr II	9242	GG	04	
	Polygraph Examnr III	9243	GG	05	
	Prog Expeditor I	2932		12	
	Prog Expeditor II	2933		13	
	Prog Expeditor III	2934		14	
	Public Health Aide	3743		07	
	Pub Hlth Ntrtnst I	3410	G	02	
	Pub Hlth Ntrtnst II	3411	G	03	
	Public Vehicle Insp	1274		06	
	Rehab Const. Asst.	1985		10	
	Rehab Const. Specialist	1939		13	
	Relocation Prog Ofcr	1902		13	
	Relocation Rep	1915		12	
	Relocation Specialist	1901		13	
	Relocation Spvr	1922		13	
	Sanitarian I	2382		11	
	Sanitarian II	2381		12	
	Sanitary Inspector	2374		08	

TITLES WITHIN BUDGETARY UNIT

UNIT	DESCRIPTION	TC	SCHEDULE	GRADE	SEE ATTACHMENT FOR EXCLUSIONS TO TO LISTED TITLES
3	Sr Aide	2962		SR	
	Sr Alcoholism Counselr	3535		11	
	Sr Case Holding Wrkr	3572		06	
	Sr Counselor	2941		10	
	Sr Financial Counselr	0792		12	
	Sr Htlh Resrcs Offcr	3507		14	
	Sr Mnpwr Planner	1419	G	06	
	Sr Photo Technician	0921		11	Sr Photo Tech
	Sr X-Ray Technician	3163		06	
	Soc Serv Area Coord	3833		13	
	Social Work Aide	3996		04	
	Social Work Assistant	3574		11	
	Social Work Coord	3870		14	
	Social Worker	3931		13	
	Spec In Aging/Dis I	3030	G	03	
	Spec In Aging/Dis II	3031	G	05	
	Spec Inv of Elct Ins	3163		11	
	Speech Therapy Asst	3406		10	
	Supv of Accounts	0177		14	
	Supv of Family Asst	3939		13	
	Supv of Family Asst Info	3944		12	
	Supv of Field Labs	3125	G	06	
	Supv of Forms	3935		12	
	Supv of Outreach Servs	3969		12	
	Supv Physical Fitn	3453		13	
	Teacher Assistant HS	3907		05	
	Tchr-Parnt Child Center	3994		10	
	Toxicologist Tech	3157	G	03	
	Unit Assistant	3006		06	
	Utilities Coordinator	3980		14	
	Veterinary Assistant	3492		10	
	Vision Technician	3182		06	
	Vision Tester	3151		06	
	X-Ray Technician	3163		06	
	Youth Intervention Wrkr	3831		11	
	Zoning Plan Examiner	1295		12	
	Zoning Planner	1445		11	

SCHEDULE 2

In Departments listed below, indicated job classification are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit:

Departments of: Personnel, Law, City Clerk, Budget and Management and the City Council.

UNITS	JOB CLASSIFICATION	DEPARTMENT
3	Photographic Technician	Graphics & Reproduction
	Photographic Technician II	Graphics & Reproduction
	Sr. Photographic Technician	Graphics & Reproduction

7/27/88

REPORTS OF COMMITTEES

15847

PROFESSIONAL
WITHIN BARGAINING UNIT

	DESCRIPTION	TC	SCHEDULE	GRADE	SEE SCHEDULES FOR EXCLUSIONS TO LISTED TITLES
4	Accident Adjuster	7173	G	04	
	Accountant I	0101	GG	02	
	Accountant II	0102	GG	03	
	Accountant III	0103	GG	04	
	Accountant IV	0104	G	05	
	Applications Designer	1171		13	
	Architect I	5401	G	03	
	Architect II	5402	GG	04	
	Architect III	5403	GG	05	
	Architect IV	5404	G	06	
	Asst Coord Arts Prgm	0707		12	
	Audiologist	3170	G	04	
	Auditor I	0191	GG	03	
	Auditor II	0192	GG	04	
	Auditor III	0193	GG	05	
	Biochemist	3124	GG	04	
	Bond Research Analyst	0200		05	
	Bond Research Asst	0204	GG	03	
	Bond Research Spec	0203	GG	07	
	Chemical Engineer II	5512	GG	05	
	Chemist I	5521	GG	03	
	Chemist II	5522	GG	04	
	Chemist III	5523	GG	05	
	Chemist IV	5524	GG	06	
	City Forester I	7950		02	
	City Forester II	7951	GG	03	
	City Forester III	7952	GG	04	
	City Planner I	1401	GG	03	
	City Planner II	1402	GG	04	
	City Planner III	1403	GG	05	
	City Planner IV	1404	GG	06	
	Civil Engineer I	5611	GG	04	
	Civil Engineer II	5612	GG	05	
	Civil Engineer III	5613	GG	06	
	Civil Engineer IV	5614	GG	07	
	Civil Engineer V	5615	GG	08	
	Clincl Therapist I	3532	GG	03	
	Clincl Therapist II	3533	GG	04	
	Clincl Therapist III	3534	G	06	
	Coordnr Arts Program	0708		14	
	Coord Grants Mgmt	2905		14	Coord Grants Mgmt
	Criminalist I	9244	GG	03	
	Criminalist II	9245	GG	05	
	Criminalist III	9246	GG	07	
	Data Base Analyst I	1104	G	05	Data Base Analyst I, II, III
	Data Base Analyst II	1106	G	07	
	Data Base Analyst III	1108	GG	09	
	Data Syst Librarian	1148	G	03	
	Dentist	3203		SR	
	Dir of Fuel Managmt	1582	G	07	
	Document Examiner I	9210	GG	03	
	Document Examiner II	9211	GG	04	
	Document Examiner III	9212	GG	05	
	Ec Engineer I	2044	GG	03	
	Ec Engineer II	2045	GG	04	
	Ec Engineer III	2047	GG	05	
	Electrical Engr I	5811	GG	04	
	Electrical Engr II	5812	GG	05	
	Electrical Engr III	5813	GG	06	
	Electrical Engr IV	5814	GG	07	
	Electrical Engr V	5815	GG	08	
	Electrn Microscpt	3111		04	
	Filtration Engr I	5527	GG	04	
	Filtration Engr II	5528	GG	05	
	Filtration Engr III	5518	GG	06	
	Filtration Engr IV	5519	GG	07	
	Govt Grnts Spec I	2923	GG	06	
	Govt Grnts Spec II	2924	GG	08	
	Grant Research Spec	2989	G	07	
	Head Teacher	3995		13	
	Health Planner	1448	GG	03	
	Landsc Architect II	5412	GG	04	
	Landsc Architect III	5413	GG	05	
	Landsc Architect IV	5414	GG	06	
	Landsc Designer	5911	G	04	

PROFESSIONAL
WITHIN BARGAINING UNIT

DESCRIPTION	TC	SCHEDULE	GRADE	FOR EXCLUSIONS TO LISTED TITLES
4 Mngmt System Spec	1127	G	04	
Mechanical Engr I	6051	G	04	
Mechanical Engr II	6052	G	05	
Mechanical Engr III	6053	G	06	
Mechanical Engr IV	6054	G	07	
Med Service Provider	1164		SR	
Occupational Health Phys	1171		SR	Occupat Hlth Phys
Oper Rsrch Analyst	1143	G	04	
Pharmacist	1117	G	05	
Physician	1163		SR	
Physician Specialist	1169		SR	Phys Specialist
Planning Analyst	2920	G	03	
Prin Appl Designer	1174		16	Prin Appl Designer
Prin Data Strg Anlyt	1137		15	
Prin Health Planner	1450	G	07	
Prin Syst Engineer	1172	G	09	Prin Syst Engr.
Prin Syst Programmer	1136		17	Prin Syst Programr
Psychiatrist	1184		SR	Psychiatrist
Pub Hlth Soc Wkr I	1580	G	02	
Pub Hlth Soc Wkr II	1581	G	03	
Pub Hlth Soc Wkr III	1582	G	05	
Pub Hlth Admin I	1465		12	
Pub Hlth Admin II	1466		14	Pub Hlth Admin II
Read Clncl Psychologist	1549	G	07	
Research Analyst	2922	G	03	
Research Associate	2056	G	08	
Sanitary Engineer I	5641	G	04	
Sanitary Engineer II	5642	G	05	
Sanitary Engineer III	5643	G	06	
Sanitary Engineer IV	5644	G	07	
School Dentist	1201		SR	
Specifctn Engineer	1566	G	03	
Speech Pathologist	1405	G	04	
Sr Appl Designer	1170		15	
Sr Data Strg Anlyst	1186		13	
Sr Electron Microscopst	1112	G	07	
Sr Health Planner	1449	G	05	
Sr Mngmt System Spec	1128	G	06	
Sr Oper Rsrch Analyst	1142	G	06	
Sr Planning Analyst	2919	G	05	
Sr Research Analyst	2921	G	05	
Sr Spec Engr	1565	G	06	
Sr Statistician	1735		13	
Sr Syst Programmer	1150		15	
Sr Systems Engineer	1167	G	07	
Statistician	1734		11	
Statistician II	1846		10	
Structural Engr III	5619	G	06	
Structural Engr IV	5620	G	07	
Structural Engr V	5622	G	08	
Systems Accountant I	0142	G	06	
Systems Accountant II	0143	G	07	
Systems Auditor I	0158	G	06	
Systems Auditor II	0160	G	07	
Systems Engineer	1168	G	05	
Systems Programmer	1151		14	Systems Programr
Syst Program Trainee/DC	0611	G	05	
Syst Program Trainee	1139		11	
Toxicologist	1158	G	07	
Traffic Engineer I	6251	G	04	
Traffic Engineer II	6252	G	05	
Traffic Engineer III	6253	G	06	
Traffic Engineer IV	6254	G	07	
Veterinarian	3310	G	09	
Water Chemist I	5531	G	04	
Water Chemist II	5532	G	05	
Water Chemist III	5533	G	06	
Water Chemist IV	5534	G	07	
Water Quality Tech V	6115	G	06	
Water Quality Techn IV	6114	G	05	

SCHEDULE 3

In Departments listed below, indicated job classification are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit:

Departments of: Personnel, Law, City Clerk, Budget and Management and the City Council.

<u>UNIT</u>	<u>JOB CLASSIFICATION</u>	<u>DEPARTMENT</u>
4	Civil Engineer V	Bureau of Water Distribution
	Coordinator of Grants Management	Human Services
	Data Base Analyst I, II, III	Mngment Info Services
	Principal Applications Designer	Mngment Info Services
	Principal Systems Engineer	Mngment Info Services Chicago Public Library Health Police Public Works
	Principal Systems Programmer	Mngment Info Services
	Public Health Administrator II	Health
	Systems Programmer	Mngment Info Services
	Occupational Health Physician	Fire
	Physician Specialist	Health
	Psychiatrist	Health

WITHIN BARGAINING UNIT

	<u>DESCRIPTION</u>	<u>TC</u>	<u>SCHEDULE</u>	<u>GRADE</u>	<u>SEE ATTACHMENT FOR EXCLUSIONS TO LISTED TITLES</u>
5	Archival Specialist	0502	G	04	
	Audio Equipment Tech	0902		06	
	Audio Visual Spec	0901		11	
	Librarian I	0501	G	04	
	Librarian I - MRL	0504	G	04	
	Librarian II	0506	G	05	
	Librarian II - MRL	0503	G	05	
	Librarian III	0574	G	06	
	Librarian III - MRL	0520	G	06	
	Librarian IV	0579	G	07	
	Library Aide	0534		SR	
	Library Associate	0573	G	02	
	Library Distr Supvr	0543		09	
	Library Guard	4219		08	
	Library Page	0539		SR	
	Off Mach Repairman I	6727		08	
	Off Mach Repairman II	6728		09	
	Principal Storekeeper (Public Library Only)	1815		09	
	Sr Archival Spec	0507	G	05	
	Studio Engineer	5849		11	
	Tech Processes Asstr	0544		10	
	Tech Processes Aide	0543		05	
	Volunteer Serv Coord	0709		11	

7/27/88

REPORTS OF COMMITTEES

15851

SCHEDULE G

TECHNICAL SERVICES SALARY PLAN
Effective July 1, 1988

EXHIBIT A

CLASS GRADE		ENTRANCE RATE								MAXIMUM RATE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	16,464	17,280	18,168	19,044	19,956	21,000	22,044		
	MONTHLY	1,372	1,440	1,514	1,587	1,663	1,750	1,837		
2	ANNUAL	18,168	19,044	19,956	21,000	22,044	23,136	24,300		
	MONTHLY	1,514	1,587	1,663	1,750	1,837	1,928	2,025		
3	ANNUAL	19,956	21,000	22,044	23,136	24,300	25,524	26,820		
	MONTHLY	1,663	1,750	1,837	1,928	2,025	2,127	2,235		
4	ANNUAL	22,044	23,136	24,300	25,524	26,820	28,128	29,568	31,032	
	MONTHLY	1,837	1,928	2,025	2,127	2,235	2,344	2,464	2,586	
5	ANNUAL	24,300	25,524	26,820	28,128	29,568	31,032	32,568	34,224	
	MONTHLY	2,025	2,127	2,235	2,344	2,464	2,586	2,714	2,852	
6	ANNUAL	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608	
	MONTHLY	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134	
7	ANNUAL	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052	
	MONTHLY	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421	
8	ANNUAL	32,568	34,224	35,928	37,608	39,312	41,052	42,864	44,808	
	MONTHLY	2,714	2,852	2,994	3,134	3,276	3,421	3,572	3,734	
9	ANNUAL	35,928	37,608	39,312	41,052	42,864	44,808	46,836	48,936	
	MONTHLY	2,994	3,134	3,276	3,421	3,572	3,734	3,903	4,077	

7	ANNUAL	11,200	11,200	11,200	11,200	11,200
	MONTHLY	1,131	1,185	1,239	1,293	1,347
8	ANNUAL	14,220	14,916	15,634	16,464	17,300
	MONTHLY	1,185	1,243	1,302	1,372	1,440
9	ANNUAL	15,681	16,464	17,290	18,168	19,044
	MONTHLY	1,307	1,372	1,440	1,514	1,597
10	ANNUAL	17,200	18,168	19,044	19,956	21,000
	MONTHLY	1,433	1,514	1,587	1,661	1,750
11	ANNUAL	19,044	19,956	21,000	22,011	23,116
	MONTHLY	1,587	1,661	1,750	1,817	1,928
12	ANNUAL	21,000	22,011	23,116	24,300	25,524
	MONTHLY	1,750	1,817	1,928	2,025	2,127
13	ANNUAL	23,116	24,300	25,524	26,820	28,129
	MONTHLY	1,928	2,025	2,127	2,235	2,344
14	ANNUAL	25,524	26,820	28,129	29,568	31,032
	MONTHLY	2,127	2,235	2,344	2,464	2,586
15	ANNUAL	28,129	29,568	31,032	32,568	34,221
	MONTHLY	2,344	2,464	2,586	2,714	2,852
16	ANNUAL	31,032	32,568	34,221	35,928	37,699
	MONTHLY	2,586	2,714	2,852	2,994	3,141
17	ANNUAL	34,221	35,928	37,699	39,512	41,052
	MONTHLY	2,852	2,994	3,141	3,276	3,421
18	ANNUAL	37,699	39,512	41,052	42,864	44,808
	MONTHLY	3,141	3,276	3,421	3,572	3,734
7	ANNUAL	11,200	11,200	11,200	11,200	11,200
	MONTHLY	1,131	1,185	1,239	1,293	1,347
8	ANNUAL	14,168	14,944	15,956	16,800	17,841
	MONTHLY	1,514	1,587	1,661	1,750	1,817
9	ANNUAL	15,956	16,800	17,841	18,916	19,956
	MONTHLY	1,661	1,750	1,817	1,928	2,025
10	ANNUAL	18,916	19,956	21,000	22,011	23,116
	MONTHLY	1,817	1,928	2,025	2,127	2,235
11	ANNUAL	21,000	22,011	23,116	24,300	25,524
	MONTHLY	2,025	2,127	2,235	2,344	2,464
12	ANNUAL	23,116	24,300	25,524	26,820	28,129
	MONTHLY	2,235	2,344	2,464	2,586	2,714
13	ANNUAL	25,524	26,820	28,129	29,568	31,032
	MONTHLY	2,464	2,586	2,714	2,852	2,994
14	ANNUAL	28,129	29,568	31,032	32,568	34,221
	MONTHLY	2,714	2,852	2,994	3,141	3,276
15	ANNUAL	31,032	32,568	34,221	35,928	37,699
	MONTHLY	2,994	3,141	3,276	3,421	3,572
16	ANNUAL	34,221	35,928	37,699	39,512	41,052
	MONTHLY	3,276	3,421	3,572	3,734	3,901
17	ANNUAL	37,699	39,512	41,052	42,864	44,808
	MONTHLY	3,572	3,734	3,901	4,078	4,271
18	ANNUAL	41,052	42,864	44,808	46,816	48,916
	MONTHLY	4,078	4,271	4,471	4,681	4,901

EXHIBIT A

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective July 1, 1988

- I. Base pay - Dentists - \$22.94 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$29.82 per hour
 Medical Specialists:
 3 Years - Residency - \$2.29
 4 Years - Residency - \$3.44

SUPPLEMENTARY COMPENSATION SCHEDULE

- III. Board Certified - Physician Specialist: \$1.14
 IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$1.73 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.29 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.44 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

SCHEDULE 3

TECHNICAL SERVICE SALARY PLAN
Effective July 1, 1988

EXHIBIT 1

CLASS GRADE		ENTRANCE RATE							MAXIMUM RATE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	16,956	17,796	18,738	19,820	20,556	21,636	22,704	
	MONTHLY	1,413	1,483	1,559	1,635	1,713	1,803	1,892	
2	ANNUAL	19,708	19,820	20,556	21,636	22,704	23,932	25,032	
	MONTHLY	1,559	1,635	1,713	1,803	1,892	1,986	2,086	
3	ANNUAL	20,556	21,636	22,704	23,932	25,032	26,292	27,524	
	MONTHLY	1,713	1,803	1,892	1,986	2,086	2,191	2,302	
4	ANNUAL	22,704	23,832	25,032	25,292	27,624	28,968	30,456	31,968
	MONTHLY	1,892	1,986	2,086	2,191	2,302	2,414	2,538	2,664
5	ANNUAL	25,032	25,292	27,524	28,968	30,456	31,968	33,540	35,256
	MONTHLY	2,086	2,191	2,302	2,414	2,538	2,664	2,795	2,938
6	ANNUAL	27,524	28,968	30,456	31,968	33,540	35,256	37,008	38,736
	MONTHLY	2,302	2,414	2,538	2,664	2,795	2,938	3,084	3,228
7	ANNUAL	30,456	31,968	33,540	35,256	37,008	38,736	40,488	42,288
	MONTHLY	2,538	2,664	2,795	2,938	3,084	3,228	3,374	3,524
8	ANNUAL	33,540	35,256	37,008	38,736	40,488	42,288	44,148	46,152
	MONTHLY	2,795	2,938	3,084	3,228	3,374	3,524	3,679	3,846
9	ANNUAL	37,008	38,736	40,488	42,288	44,148	46,152	48,240	50,400
	MONTHLY	3,084	3,228	3,374	3,524	3,679	3,846	4,020	4,200

EXHIBIT A Respect Positions with Single Rates Effective July 1, 1989										EXHIBIT B Respect Positions with Single Rates Effective July 1, 1989										EXHIBIT C Respect Positions with Single Rates Effective July 1, 1989									
CLASS GRADE	ENHANCE RATE	INTERMEDIATE RATE	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE	CLASS GRADE	ENHANCE RATE	INTERMEDIATE RATE	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE	CLASS GRADE	ENHANCE RATE	INTERMEDIATE RATE	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE	NEXT 12 MONTHS	DATE
1	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840	1	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840	1	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840
2	ANNUAL	10,400	11,016	11,632	12,248	12,864	13,480	14,096	14,712	2	ANNUAL	10,400	11,016	11,632	12,248	12,864	13,480	14,096	14,712	2	ANNUAL	10,400	11,016	11,632	12,248	12,864	13,480	14,096	14,712
3	ANNUAL	11,016	11,632	12,248	12,864	13,480	14,096	14,712	15,328	3	ANNUAL	11,016	11,632	12,248	12,864	13,480	14,096	14,712	15,328	3	ANNUAL	11,016	11,632	12,248	12,864	13,480	14,096	14,712	15,328
4	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840	4	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840	4	ANNUAL	11,556	12,132	12,744	13,360	13,980	14,600	15,220	15,840
5	ANNUAL	12,132	12,744	13,360	13,980	14,600	15,220	15,840	16,456	5	ANNUAL	12,132	12,744	13,360	13,980	14,600	15,220	15,840	16,456	5	ANNUAL	12,132	12,744	13,360	13,980	14,600	15,220	15,840	16,456
6	ANNUAL	13,360	14,096	14,832	15,568	16,304	17,040	17,776	18,512	6	ANNUAL	13,360	14,096	14,832	15,568	16,304	17,040	17,776	18,512	6	ANNUAL	13,360	14,096	14,832	15,568	16,304	17,040	17,776	18,512
7	ANNUAL	13,980	14,600	15,220	15,840	16,456	17,076	17,696	18,316	7	ANNUAL	13,980	14,600	15,220	15,840	16,456	17,076	17,696	18,316	7	ANNUAL	13,980	14,600	15,220	15,840	16,456	17,076	17,696	18,316
8	ANNUAL	14,600	15,220	15,840	16,456	17,076	17,696	18,316	18,936	8	ANNUAL	14,600	15,220	15,840	16,456	17,076	17,696	18,316	18,936	8	ANNUAL	14,600	15,220	15,840	16,456	17,076	17,696	18,316	18,936
9	ANNUAL	15,220	15,840	16,456	17,076	17,696	18,316	18,936	19,556	9	ANNUAL	15,220	15,840	16,456	17,076	17,696	18,316	18,936	19,556	9	ANNUAL	15,220	15,840	16,456	17,076	17,696	18,316	18,936	19,556
10	ANNUAL	15,840	16,456	17,076	17,696	18,316	18,936	19,556	20,176	10	ANNUAL	15,840	16,456	17,076	17,696	18,316	18,936	19,556	20,176	10	ANNUAL	15,840	16,456	17,076	17,696	18,316	18,936	19,556	20,176
11	ANNUAL	16,456	17,076	17,696	18,316	18,936	19,556	20,176	20,796	11	ANNUAL	16,456	17,076	17,696	18,316	18,936	19,556	20,176	20,796	11	ANNUAL	16,456	17,076	17,696	18,316	18,936	19,556	20,176	20,796
12	ANNUAL	17,076	17,696	18,316	18,936	19,556	20,176	20,796	21,416	12	ANNUAL	17,076	17,696	18,316	18,936	19,556	20,176	20,796	21,416	12	ANNUAL	17,076	17,696	18,316	18,936	19,556	20,176	20,796	21,416
13	ANNUAL	17,696	18,316	18,936	19,556	20,176	20,796	21,416	22,036	13	ANNUAL	17,696	18,316	18,936	19,556	20,176	20,796	21,416	22,036	13	ANNUAL	17,696	18,316	18,936	19,556	20,176	20,796	21,416	22,036
14	ANNUAL	18,316	18,936	19,556	20,176	20,796	21,416	22,036	22,656	14	ANNUAL	18,316	18,936	19,556	20,176	20,796	21,416	22,036	22,656	14	ANNUAL	18,316	18,936	19,556	20,176	20,796	21,416	22,036	22,656
15	ANNUAL	18,936	19,556	20,176	20,796	21,416	22,036	22,656	23,276	15	ANNUAL	18,936	19,556	20,176	20,796	21,416	22,036	22,656	23,276	15	ANNUAL	18,936	19,556	20,176	20,796	21,416	22,036	22,656	23,276
16	ANNUAL	19,556	20,176	20,796	21,416	22,036	22,656	23,276	23,896	16	ANNUAL	19,556	20,176	20,796	21,416	22,036	22,656	23,276	23,896	16	ANNUAL	19,556	20,176	20,796	21,416	22,036	22,656	23,276	23,896
17	ANNUAL	20,176	20,796	21,416	22,036	22,656	23,276	23,896	24,516	17	ANNUAL	20,176	20,796	21,416	22,036	22,656	23,276	23,896	24,516	17	ANNUAL	20,176	20,796	21,416	22,036	22,656	23,276	23,896	24,516
18	ANNUAL	20,796	21,416	22,036	22,656	23,276	23,896	24,516	25,136	18	ANNUAL	20,796	21,416	22,036	22,656	23,276	23,896	24,516	25,136	18	ANNUAL	20,796	21,416	22,036	22,656	23,276	23,896	24,516	25,136

EXHIBIT B

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective July 1, 1989

- I. Base pay - Dentists: \$23.63 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$30.71 per hour
 Medical Specialists:
 3 Years - Residency - \$2.36
 4 Years - Residency - \$3.54

SUPPLEMENTARY COMPENSATION SCHEDULE

III. Board Certified - Physician Specialist: \$1.17
 IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$1.78 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.36 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.54 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of Pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

7/27/88

REPORTS OF COMMITTEES

15857

SCHEDULE 3

TECHNICAL SERVICE SALARY PLAN
Effective July 1, 1988

EXHIBIT 1

CLASS GRADE		ENTRANCE RATE							MAXIMUM RATE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	17,222	18,155	19,080	20,016	20,964	22,068	23,160	
	MONTHLY	1,441	1,513	1,590	1,669	1,747	1,839	1,930	
2	ANNUAL	19,080	20,016	20,964	22,068	23,160	24,312	25,536	
	MONTHLY	1,590	1,668	1,747	1,839	1,930	2,026	2,128	
3	ANNUAL	20,964	22,068	23,160	24,312	25,536	26,820	28,176	
	MONTHLY	1,747	1,839	1,930	2,026	2,128	2,235	2,348	
4	ANNUAL	23,160	24,312	25,536	26,820	28,176	29,544	31,068	32,604
	MONTHLY	1,930	2,026	2,128	2,235	2,348	2,462	2,589	2,717
5	ANNUAL	25,536	26,820	28,176	29,544	31,068	32,604	34,212	35,964
	MONTHLY	2,128	2,235	2,348	2,462	2,589	2,717	2,851	2,997
6	ANNUAL	28,176	29,544	31,068	32,604	34,212	35,964	37,752	39,516
	MONTHLY	2,348	2,462	2,589	2,717	2,851	2,997	3,146	3,293
7	ANNUAL	31,068	32,604	34,212	35,964	37,752	39,516	41,292	43,129
	MONTHLY	2,589	2,717	2,851	2,997	3,146	3,293	3,441	3,594
8	ANNUAL	34,212	35,964	37,752	39,516	41,292	43,128	45,036	47,076
	MONTHLY	2,851	2,997	3,146	3,293	3,441	3,594	3,753	3,923
9	ANNUAL	37,752	39,516	41,292	43,128	45,036	47,076	49,200	51,408
	MONTHLY	3,146	3,293	3,441	3,594	3,753	3,923	4,100	4,284

SCHEDULE B		BASE SALARY FOR CLASSIFIED POSITION (Except Positions with Single Rates) Effective July 1, 1980					SCHEDULE C		BASE SALARY FOR CLASSIFIED POSITION (Except Positions with Single Rates) Effective July 1, 1980					SCHEDULE C	
CLASS GRADE		CHIEFMAN DATE FIRST 6 MONTHS	INTERMEDIATE NEXT 12 MONTHS	DATE NEXT 12 MONTHS	DATE NEXT 12 MONTHS	TOP BASE DATE NEXT 12 MONTHS	CLASS GRADE		AFTER 1 YR. AT TOP BASE DATE & 6 YRS. CONT. SERV.	AFTER 1 YR. AT 1ST LONG. STEP & 10 YR. CONT. SERV.	AFTER 1 YR. AT 2ND LONG. STEP & 16 YR. CONT. SERV.	AFTER 1 YR. AT 3RD LONG. STEP & 20 YR. CONT. SERV.	AFTER 1 YR. AT 4TH LONG. STEP & 25 YR. CONT. SERV.		
1	ANNUAL MONTHLY	10,200 850	10,600 890	11,242 936	11,242 936	12,172 1,001	1	ANNUAL MONTHLY	12,990 1,083	13,412 1,119	14,256 1,188	14,940 1,245	15,672 1,306		
2	ANNUAL MONTHLY	10,600 890	11,242 936	11,242 936	11,242 936	12,172 1,001	2	ANNUAL MONTHLY	13,412 1,119	14,256 1,188	14,940 1,245	15,672 1,306	16,156 1,373		
3	ANNUAL MONTHLY	11,242 936	11,242 936	12,172 1,001	12,172 1,001	13,032 1,136	3	ANNUAL MONTHLY	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441		
4	ANNUAL MONTHLY	11,242 936	12,172 1,001	12,172 1,001	12,172 1,001	13,032 1,136	4	ANNUAL MONTHLY	14,940 1,245	15,672 1,306	16,176 1,373	17,292 1,441	18,156 1,513		
5	ANNUAL MONTHLY	12,172 1,001	12,172 1,001	13,032 1,136	13,032 1,136	14,040 1,245	5	ANNUAL MONTHLY	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,080 1,590		
6	ANNUAL MONTHLY	13,032 1,136	13,032 1,136	14,040 1,245	14,040 1,245	15,048 1,373	6	ANNUAL MONTHLY	16,156 1,373	16,940 1,441	17,808 1,590	18,688 1,668	19,640 1,747		
7	ANNUAL MONTHLY	13,032 1,136	14,040 1,245	14,040 1,245	14,040 1,245	15,048 1,373	7	ANNUAL MONTHLY	16,940 1,441	17,808 1,590	18,688 1,668	19,640 1,747	20,664 1,829		
8	ANNUAL MONTHLY	14,040 1,245	14,040 1,245	15,048 1,373	15,048 1,373	16,056 1,513	8	ANNUAL MONTHLY	17,808 1,513	18,688 1,668	19,640 1,747	20,664 1,829	21,760 1,930		
9	ANNUAL MONTHLY	14,040 1,245	15,048 1,373	15,048 1,373	15,048 1,373	16,056 1,513	9	ANNUAL MONTHLY	18,688 1,590	19,640 1,747	20,664 1,829	21,760 1,930	22,944 2,028		
10	ANNUAL MONTHLY	15,048 1,373	15,048 1,373	16,056 1,513	16,056 1,513	17,064 1,668	10	ANNUAL MONTHLY	19,640 1,668	20,664 1,829	21,760 1,930	22,944 2,028	24,208 2,128		
11	ANNUAL MONTHLY	15,048 1,373	16,056 1,513	16,056 1,513	16,056 1,513	17,064 1,668	11	ANNUAL MONTHLY	20,664 1,829	21,760 1,930	22,944 2,028	24,208 2,128	25,536 2,235		
12	ANNUAL MONTHLY	16,056 1,513	16,056 1,513	17,064 1,668	17,064 1,668	18,072 1,829	12	ANNUAL MONTHLY	21,760 1,930	22,944 2,028	24,208 2,128	25,536 2,235	26,872 2,348		
13	ANNUAL MONTHLY	16,056 1,513	17,064 1,668	17,064 1,668	17,064 1,668	18,072 1,829	13	ANNUAL MONTHLY	22,944 2,028	24,208 2,128	25,536 2,235	26,872 2,348	28,176 2,468		
14	ANNUAL MONTHLY	17,064 1,668	17,064 1,668	18,072 1,829	18,072 1,829	19,080 2,002	14	ANNUAL MONTHLY	24,208 2,128	25,536 2,235	26,872 2,348	28,176 2,468	29,544 2,589		
15	ANNUAL MONTHLY	17,064 1,668	18,072 1,829	18,072 1,829	18,072 1,829	19,080 2,002	15	ANNUAL MONTHLY	25,536 2,235	26,872 2,348	28,176 2,468	29,544 2,589	31,068 2,699		
16	ANNUAL MONTHLY	18,072 1,829	18,072 1,829	19,080 2,002	19,080 2,002	20,088 2,185	16	ANNUAL MONTHLY	26,872 2,348	28,176 2,468	29,544 2,589	31,068 2,699	32,604 2,811		
17	ANNUAL MONTHLY	18,072 1,829	19,080 2,002	19,080 2,002	19,080 2,002	20,088 2,185	17	ANNUAL MONTHLY	28,176 2,468	29,544 2,589	31,068 2,699	32,604 2,811	34,212 2,931		
18	ANNUAL MONTHLY	19,080 2,002	19,080 2,002	20,088 2,185	20,088 2,185	21,096 2,369	18	ANNUAL MONTHLY	29,544 2,589	31,068 2,699	32,604 2,811	34,212 2,931	35,961 3,051		
19	ANNUAL MONTHLY	19,080 2,002	20,088 2,185	20,088 2,185	20,088 2,185	21,096 2,369	19	ANNUAL MONTHLY	31,068 2,699	32,604 2,811	34,212 2,931	35,961 3,051	37,752 3,171		
20	ANNUAL MONTHLY	20,088 2,185	20,088 2,185	21,096 2,369	21,096 2,369	22,104 2,554	20	ANNUAL MONTHLY	32,604 2,811	34,212 2,931	35,961 3,051	37,752 3,171	39,600 3,293		
21	ANNUAL MONTHLY	20,088 2,185	21,096 2,369	21,096 2,369	21,096 2,369	22,104 2,554	21	ANNUAL MONTHLY	34,212 2,931	35,961 3,051	37,752 3,171	39,600 3,293	41,520 3,413		
22	ANNUAL MONTHLY	21,096 2,369	21,096 2,369	22,104 2,554	22,104 2,554	23,112 2,739	22	ANNUAL MONTHLY	35,961 3,051	37,752 3,171	39,600 3,293	41,520 3,413	43,536 3,535		
23	ANNUAL MONTHLY	21,096 2,369	22,104 2,554	22,104 2,554	22,104 2,554	23,112 2,739	23	ANNUAL MONTHLY	37,752 3,171	39,600 3,293	41,520 3,413	43,536 3,535	45,600 3,657		
24	ANNUAL MONTHLY	22,104 2,554	22,104 2,554	23,112 2,739	23,112 2,739	24,120 2,923	24	ANNUAL MONTHLY	39,600 3,293	41,520 3,413	43,536 3,535	45,600 3,657	47,760 3,779		
25	ANNUAL MONTHLY	22,104 2,554	23,112 2,739	23,112 2,739	23,112 2,739	24,120 2,923	25	ANNUAL MONTHLY	41,520 3,413	43,536 3,535	45,600 3,657	47,760 3,779	49,920 3,901		
26	ANNUAL MONTHLY	23,112 2,739	23,112 2,739	24,120 2,923	24,120 2,923	25,128 3,107	26	ANNUAL MONTHLY	43,536 3,535	45,600 3,657	47,760 3,779	49,920 3,901	52,160 4,023		
27	ANNUAL MONTHLY	23,112 2,739	24,120 2,923	24,120 2,923	24,120 2,923	25,128 3,107	27	ANNUAL MONTHLY	45,600 3,657	47,760 3,779	49,920 3,901	52,160 4,023	54,400 4,145		
28	ANNUAL MONTHLY	24,120 2,923	24,120 2,923	25,128 3,107	25,128 3,107	26,136 3,291	28	ANNUAL MONTHLY	47,760 3,779	49,920 3,901	52,160 4,023	54,400 4,145	56,720 4,267		
29	ANNUAL MONTHLY	24,120 2,923	25,128 3,107	25,128 3,107	25,128 3,107	26,136 3,291	29	ANNUAL MONTHLY	49,920 3,901	52,160 4,023	54,400 4,145	56,720 4,267	59,040 4,389		
30	ANNUAL MONTHLY	25,128 3,107	25,128 3,107	26,136 3,291	26,136 3,291	27,144 3,475	30	ANNUAL MONTHLY	52,160 4,023	54,400 4,145	56,720 4,267	59,040 4,389	61,360 4,511		

EXHIBIT C

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective July 1, 1990

- I. Base pay - Dentists - \$24.10 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$31.32 per hour
 Medical Specialists:
 3 Years - Residency - \$2.41
 4 Years - Residency - \$3.61

SUPPLEMENTARY COMPENSATION SCHEDULE

III. Board Certified - Physician Specialist: \$1.19

IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$1.82 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.41 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.61 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of Pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

SCHEDULE C

TECHNICAL SERVICE SALARY PLAN
Effective January 1, 1988

EXHIBIT C

CLASS GRADE		ENTRANCE RATE							MAXIMUM RATE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	17,704	18,812	19,580	20,520	21,492	22,620	23,736	
	MONTHLY	1,477	1,568	1,630	1,710	1,791	1,885	1,978	
2	ANNUAL	19,560	20,520	21,492	22,620	23,736	24,924	26,172	
	MONTHLY	1,630	1,710	1,791	1,885	1,978	2,077	2,181	
3	ANNUAL	21,492	22,620	23,736	24,924	26,172	27,492	28,884	
	MONTHLY	1,791	1,885	1,978	2,077	2,181	2,291	2,407	
4	ANNUAL	23,736	24,924	26,172	27,492	28,884	30,288	31,848	33,420
	MONTHLY	1,978	2,077	2,181	2,291	2,407	2,524	2,654	2,785
5	ANNUAL	26,172	27,492	28,884	30,288	31,848	33,420	35,064	36,864
	MONTHLY	2,181	2,291	2,407	2,524	2,654	2,785	2,922	3,072
6	ANNUAL	28,884	30,288	31,848	33,420	35,064	36,864	38,700	40,500
	MONTHLY	2,407	2,524	2,654	2,785	2,922	3,072	3,225	3,375
7	ANNUAL	31,848	33,420	35,064	36,864	38,700	40,500	42,324	44,208
	MONTHLY	2,654	2,785	2,922	3,072	3,225	3,375	3,527	3,684
8	ANNUAL	35,064	36,864	38,700	40,500	42,324	44,208	46,164	48,252
	MONTHLY	2,922	3,072	3,225	3,375	3,527	3,684	3,847	4,021
9	ANNUAL	38,700	40,500	42,324	44,208	46,164	48,252	50,436	52,692
	MONTHLY	3,225	3,375	3,527	3,684	3,847	4,021	4,203	4,391

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REPORTS OF COMMITTEES

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EXHIBIT D
 PAYE SCHEDULE FOR CLASSIFIED POSITIONS
 (Except Positions with Single Rates)
 Effective October 1, 1990

EXHIBIT C
 PAYE SCHEDULE FOR CLASSIFIED POSITIONS
 (Except Positions with Single Rates)
 Effective October 1, 1990

EXHIBIT D

CLASS GRADE	ENTRY-LEVEL RATE FIRST 6 MONTHS	INTERMEDIATE RATE NEXT 12 MONTHS	NEXT 12 MONTHS	TOP RATE NEXT 12 MONTHS
1 AIRMAIL MONTHLY	10,450 1,111	10,950 1,111	11,500 1,092	12,000 1,092
2 AIRMAIL MONTHLY	10,950 1,111	11,500 1,092	12,000 1,092	12,500 1,110
3 AIRMAIL MONTHLY	11,500 1,092	12,000 1,092	12,500 1,110	13,000 1,164
4 AIRMAIL MONTHLY	12,000 1,092	12,500 1,092	13,000 1,110	13,500 1,210
5 AIRMAIL MONTHLY	12,500 1,092	13,000 1,110	13,500 1,164	14,000 1,276
6 AIRMAIL MONTHLY	13,000 1,164	13,500 1,210	14,000 1,276	14,500 1,407
7 AIRMAIL MONTHLY	13,500 1,210	14,000 1,276	14,500 1,407	15,000 1,477
8 AIRMAIL MONTHLY	14,000 1,276	14,500 1,407	15,000 1,477	15,500 1,551
9 AIRMAIL MONTHLY	14,500 1,407	15,000 1,477	15,500 1,551	16,000 1,630
10 AIRMAIL MONTHLY	15,000 1,477	15,500 1,551	16,000 1,630	16,500 1,710
11 AIRMAIL MONTHLY	15,500 1,551	16,000 1,630	16,500 1,710	17,000 1,791
12 AIRMAIL MONTHLY	16,000 1,630	16,500 1,710	17,000 1,791	17,500 1,885
13 AIRMAIL MONTHLY	16,500 1,710	17,000 1,791	17,500 1,885	18,000 1,978
14 AIRMAIL MONTHLY	17,000 1,791	17,500 1,885	18,000 1,978	18,500 2,077
15 AIRMAIL MONTHLY	17,500 1,885	18,000 1,978	18,500 2,077	19,000 2,181
16 AIRMAIL MONTHLY	18,000 1,978	18,500 2,077	19,000 2,181	19,500 2,291
17 AIRMAIL MONTHLY	18,500 2,077	19,000 2,181	19,500 2,291	20,000 2,407
18 AIRMAIL MONTHLY	19,000 2,181	19,500 2,291	20,000 2,407	20,500 2,524
19 AIRMAIL MONTHLY	19,500 2,291	20,000 2,407	20,500 2,524	21,000 2,654
20 AIRMAIL MONTHLY	20,000 2,407	20,500 2,524	21,000 2,654	21,500 2,785
21 AIRMAIL MONTHLY	20,500 2,524	21,000 2,654	21,500 2,785	22,000 2,922
22 AIRMAIL MONTHLY	21,000 2,654	21,500 2,785	22,000 2,922	22,500 3,064
23 AIRMAIL MONTHLY	21,500 2,785	22,000 2,922	22,500 3,064	23,000 3,210
24 AIRMAIL MONTHLY	22,000 2,922	22,500 3,064	23,000 3,210	23,500 3,361
25 AIRMAIL MONTHLY	22,500 3,064	23,000 3,210	23,500 3,361	24,000 3,517
26 AIRMAIL MONTHLY	23,000 3,210	23,500 3,361	24,000 3,517	24,500 3,678
27 AIRMAIL MONTHLY	23,500 3,361	24,000 3,517	24,500 3,678	25,000 3,844
28 AIRMAIL MONTHLY	24,000 3,517	24,500 3,678	25,000 3,844	25,500 4,016
29 AIRMAIL MONTHLY	24,500 3,678	25,000 3,844	25,500 4,016	26,000 4,193
30 AIRMAIL MONTHLY	25,000 3,844	25,500 4,016	26,000 4,193	26,500 4,376

CLASS GRADE	AFTER 1 YR. AT TOP RATE RATE A 6 YR. COMB. SERV.	AFTER 1 YR. AT 1ST LOAN. STEP & 10 YR. COMB. SERV.	AFTER 1 YR. AT 2ND LOAN. STEP & 16 YR. COMB. SERV.	AFTER 1 YR. AT 3RD LOAN. STEP & 20 YR. COMB. SERV.	AFTER 1 YR. AT 4TH LOAN. STEP & 25 YR. COMB. SERV.
1 AIRMAIL MONTHLY	11,420 1,110	11,940 1,092	12,460 1,092	12,980 1,110	13,500 1,164
2 AIRMAIL MONTHLY	11,940 1,164	12,460 1,210	12,980 1,276	13,500 1,339	14,020 1,407
3 AIRMAIL MONTHLY	12,460 1,210	12,980 1,276	13,500 1,339	14,020 1,407	14,540 1,477
4 AIRMAIL MONTHLY	12,980 1,276	13,500 1,339	14,020 1,407	14,540 1,477	15,060 1,551
5 AIRMAIL MONTHLY	13,500 1,339	14,020 1,407	14,540 1,477	15,060 1,551	15,580 1,630
6 AIRMAIL MONTHLY	14,020 1,407	14,540 1,477	15,060 1,551	15,580 1,630	16,100 1,710
7 AIRMAIL MONTHLY	14,540 1,477	15,060 1,551	15,580 1,630	16,100 1,710	16,620 1,791
8 AIRMAIL MONTHLY	15,060 1,551	15,580 1,630	16,100 1,710	16,620 1,791	17,140 1,885
9 AIRMAIL MONTHLY	15,580 1,630	16,100 1,710	16,620 1,791	17,140 1,885	17,660 1,978
10 AIRMAIL MONTHLY	16,100 1,710	16,620 1,791	17,140 1,885	17,660 1,978	18,180 2,077
11 AIRMAIL MONTHLY	16,620 1,791	17,140 1,885	17,660 1,978	18,180 2,077	18,700 2,181
12 AIRMAIL MONTHLY	17,140 1,885	17,660 1,978	18,180 2,077	18,700 2,181	19,220 2,291
13 AIRMAIL MONTHLY	17,660 1,978	18,180 2,077	18,700 2,181	19,220 2,291	19,740 2,407
14 AIRMAIL MONTHLY	18,180 2,077	18,700 2,181	19,220 2,291	19,740 2,407	20,260 2,524
15 AIRMAIL MONTHLY	18,700 2,181	19,220 2,291	19,740 2,407	20,260 2,524	20,780 2,654
16 AIRMAIL MONTHLY	19,220 2,291	19,740 2,407	20,260 2,524	20,780 2,654	21,300 2,785
17 AIRMAIL MONTHLY	19,740 2,407	20,260 2,524	20,780 2,654	21,300 2,785	21,820 2,922
18 AIRMAIL MONTHLY	20,260 2,524	20,780 2,654	21,300 2,785	21,820 2,922	22,340 3,064
19 AIRMAIL MONTHLY	20,780 2,654	21,300 2,785	21,820 2,922	22,340 3,064	22,860 3,210
20 AIRMAIL MONTHLY	21,300 2,785	21,820 2,922	22,340 3,064	22,860 3,210	23,380 3,361
21 AIRMAIL MONTHLY	21,820 2,922	22,340 3,064	22,860 3,210	23,380 3,361	23,900 3,517
22 AIRMAIL MONTHLY	22,340 3,064	22,860 3,210	23,380 3,361	23,900 3,517	24,420 3,678
23 AIRMAIL MONTHLY	22,860 3,210	23,380 3,361	23,900 3,517	24,420 3,678	24,940 3,844
24 AIRMAIL MONTHLY	23,380 3,361	23,900 3,517	24,420 3,678	24,940 3,844	25,460 4,016
25 AIRMAIL MONTHLY	23,900 3,517	24,420 3,678	24,940 3,844	25,460 4,016	25,980 4,193
26 AIRMAIL MONTHLY	24,420 3,678	24,940 3,844	25,460 4,016	25,980 4,193	26,500 4,376
27 AIRMAIL MONTHLY	24,940 3,844	25,460 4,016	25,980 4,193	26,500 4,376	27,020 4,559
28 AIRMAIL MONTHLY	25,460 4,016	25,980 4,193	26,500 4,376	27,020 4,559	27,540 4,742
29 AIRMAIL MONTHLY	25,980 4,193	26,500 4,376	27,020 4,559	27,540 4,742	28,060 4,925
30 AIRMAIL MONTHLY	26,500 4,376	27,020 4,559	27,540 4,742	28,060 4,925	28,580 5,108

EXHIBIT D

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective October 1, 1990

- I. Base pay - Dentists - \$24.70 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$32.10 per hour
 Medical Specialists:
 3 Years - Residency - \$2.47
 4 Years - Residency - \$3.70

SUPPLEMENTARY COMPENSATION SCHEDULE

III. Board Certified - Physician Specialist: \$1.22
 IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$1.87 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.47 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.70 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

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REPORTS OF COMMITTEES

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SCHEDULE C

TECHNICAL SERVICE SALARY PLAN
Effective July 1, 1981.

EXHIBIT I

CLASS SPACE		ENTRANCE RATE							MAXIMUM RATE
		FIRST 8 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	18,152	19,176	20,143	21,132	22,140	23,304	24,444	
	MONTHLY	1,521	1,598	1,679	1,761	1,845	1,942	2,037	
2	ANNUAL	20,148	21,132	22,140	23,304	24,444	25,668	26,952	
	MONTHLY	1,679	1,761	1,845	1,942	2,037	2,139	2,246	
3	ANNUAL	22,140	23,076	24,216	25,428	26,700	28,044	29,748	
	MONTHLY	1,845	1,923	2,018	2,119	2,225	2,337	2,479	
4	ANNUAL	24,444	25,428	26,700	28,044	29,460	30,888	32,808	34,428
	MONTHLY	2,037	2,119	2,225	2,337	2,455	2,574	2,734	2,869
5	ANNUAL	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968
	MONTHLY	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164
6	ANNUAL	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712
	MONTHLY	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476
7	ANNUAL	32,808	34,092	35,760	37,596	39,480	41,316	43,596	45,540
	MONTHLY	2,734	2,841	2,980	3,133	3,290	3,443	3,633	3,795
8	ANNUAL	36,120	37,596	39,480	41,316	43,176	45,096	47,544	49,704
	MONTHLY	3,010	3,133	3,290	3,443	3,598	3,758	3,962	4,142
9	ANNUAL	39,964	41,712	43,596	45,540	47,544	49,704	51,948	54,276
	MONTHLY	3,322	3,476	3,633	3,795	3,962	4,142	4,329	4,523

Schedule C

(Except Positions with Single Rates)
Effective July 1, 1991(Except Positions with Single Rates)
Effective July 1, 1991

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE RATE NEXT 12 MONTHS	INTERMEDIATE RATE NEXT 12 MONTHS	100% BASE RATE NEXT 12 MONTHS
1 AIRMAIL MONTHLY	10,701 1,007	11,200 1,000	11,050 1,000	12,114 1,017
2 AIRMAIL MONTHLY	11,200 1,110	11,050 1,000	12,444 1,017	13,060 1,143
3 AIRMAIL MONTHLY	11,050 1,000	12,444 1,070	12,936 1,070	13,584 1,132
4 AIRMAIL MONTHLY	12,444 1,017	12,936 1,070	13,584 1,132	14,244 1,187
5 AIRMAIL MONTHLY	13,060 1,000	13,716 1,143	14,300 1,192	15,000 1,255
6 AIRMAIL MONTHLY	14,300 1,199	15,060 1,255	15,768 1,314	16,540 1,379
7 AIRMAIL MONTHLY	15,060 1,255	15,624 1,302	16,392 1,366	17,220 1,435
8 AIRMAIL MONTHLY	15,768 1,314	16,392 1,366	17,220 1,435	18,084 1,507
9 AIRMAIL MONTHLY	17,220 1,435	18,084 1,507	19,176 1,590	20,140 1,679
10 AIRMAIL MONTHLY	18,084 1,507	19,176 1,590	20,140 1,679	21,132 1,761
11 AIRMAIL MONTHLY	19,176 1,590	20,140 1,679	21,132 1,761	22,110 1,845
12 AIRMAIL MONTHLY	21,132 1,761	21,924 1,827	23,076 1,923	24,216 2,018
13 AIRMAIL MONTHLY	23,076 1,923	24,216 2,018	25,420 2,119	26,044 2,225
14 AIRMAIL MONTHLY	25,420 2,119	26,044 2,225	27,740 2,479	28,080 2,574
15 AIRMAIL MONTHLY	27,740 2,479	28,080 2,574	30,320 2,800	31,200 2,900
16 AIRMAIL MONTHLY	30,320 2,800	31,200 2,900	33,596 3,131	34,480 3,230
17 AIRMAIL MONTHLY	33,596 3,131	34,480 3,230	37,960 3,528	38,800 3,633
18 AIRMAIL MONTHLY	37,960 3,528	38,800 3,633	43,540 3,962	44,511 4,062

CLASS GRADE	AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONT. SERV.	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONT. SERV.	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONT. SERV.	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONT. SERV.	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONT. SERV.
1 AIRMAIL MONTHLY	11,716 1,143	11,380 1,179	12,000 1,255	12,500 1,314	13,510 1,435
2 AIRMAIL MONTHLY	14,300 1,199	15,060 1,255	15,768 1,314	16,540 1,379	17,300 1,435
3 AIRMAIL MONTHLY	15,060 1,255	15,624 1,302	16,392 1,366	17,220 1,435	18,084 1,507
4 AIRMAIL MONTHLY	15,768 1,314	16,392 1,366	17,220 1,435	18,084 1,507	18,984 1,582
5 AIRMAIL MONTHLY	16,540 1,379	17,300 1,449	18,252 1,521	19,176 1,590	20,140 1,679
6 AIRMAIL MONTHLY	18,252 1,521	19,176 1,590	20,140 1,679	21,132 1,761	22,110 1,845
7 AIRMAIL MONTHLY	19,176 1,590	19,956 1,661	20,920 1,714	21,924 1,827	23,076 1,923
8 AIRMAIL MONTHLY	20,140 1,679	20,920 1,744	21,924 1,827	23,076 1,923	24,216 2,018
9 AIRMAIL MONTHLY	22,110 1,845	23,304 1,942	24,144 2,017	25,660 2,119	26,952 2,246
10 AIRMAIL MONTHLY	24,444 2,017	25,660 2,119	26,952 2,246	28,320 2,360	29,740 2,479
11 AIRMAIL MONTHLY	26,952 2,246	28,044 2,337	29,468 2,455	30,880 2,574	32,434 2,707
12 AIRMAIL MONTHLY	29,740 2,479	30,880 2,574	32,434 2,707	34,092 2,841	35,760 2,990
13 AIRMAIL MONTHLY	32,800 2,734	34,420 2,869	36,120 3,010	37,960 3,164	39,884 3,322
14 AIRMAIL MONTHLY	36,120 3,010	37,960 3,164	39,880 3,322	41,712 3,476	43,596 3,633
15 AIRMAIL MONTHLY	39,880 3,322	41,712 3,443	43,596 3,598	45,096 3,758	47,080 3,924
16 AIRMAIL MONTHLY	43,596 3,633	45,096 3,758	47,080 3,924	49,212 4,101	51,144 4,287
17 AIRMAIL MONTHLY	47,080 3,924	49,212 4,101	51,144 4,287	53,740 4,479	56,104 4,682
18 AIRMAIL MONTHLY	51,144 4,329	53,740 4,523	56,104 4,728	59,292 4,941	61,811 5,037

EXHIBIT E

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective July 1, 1991

- I. Base pay - Dentists - \$25.44 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$33.06 per hour
 Medical Specialists:
 3 Years - Residency - \$2.54
 4 Years - Residency - \$3.81

SUPPLEMENTARY COMPENSATION SCHEDULE

III. Board Certified - Physician Specialist: \$1.26
 IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$1.93 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.54 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.81 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of Pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

SCHEDULE 3 TECHNICAL SERVICE SALARY PLAN
Effective January 1, 1988

EXHIBIT 7

CLASS GRADE		ENTRANCE RATE							MAXIMUM RATE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	18,994	19,344	20,952	21,972	23,028	24,240	25,416	
	MONTHLY	1,582	1,612	1,746	1,831	1,919	2,020	2,118	
2	ANNUAL	20,952	21,972	23,028	24,240	25,416	26,700	28,032	
	MONTHLY	1,746	1,831	1,919	2,020	2,118	2,225	2,336	
3	ANNUAL	23,028	24,000	25,188	26,448	27,768	29,160	30,936	
	MONTHLY	1,919	2,000	2,099	2,204	2,314	2,430	2,578	
4	ANNUAL	25,416	26,448	27,768	29,160	30,636	32,124	34,116	35,808
	MONTHLY	2,118	2,204	2,314	2,430	2,553	2,677	2,843	2,984
5	ANNUAL	28,032	29,448	30,936	32,448	34,116	35,808	37,560	39,492
	MONTHLY	2,336	2,454	2,578	2,704	2,843	2,984	3,130	3,291
6	ANNUAL	30,936	32,448	34,116	35,808	37,560	39,492	41,460	43,380
	MONTHLY	2,578	2,704	2,843	2,984	3,130	3,291	3,455	3,615
7	ANNUAL	34,116	35,460	37,138	39,096	41,064	42,972	45,326	47,364
	MONTHLY	2,843	2,955	3,099	3,258	3,422	3,581	3,778	3,947
8	ANNUAL	37,560	39,096	41,064	42,972	44,904	46,896	49,440	51,696
	MONTHLY	3,130	3,258	3,422	3,581	3,742	3,908	4,120	4,308
9	ANNUAL	41,460	43,380	45,336	47,364	49,440	51,696	54,024	56,448
	MONTHLY	3,455	3,615	3,778	3,947	4,120	4,308	4,502	4,704

EXHIBIT F

SCHEDULE M

BASE SCHEDULE FOR PHYSICIANS AND DENTISTS
Effective October 1, 1991

- I. Base pay - Dentists: \$26.46 per hour
 II. Base pay - General Practitioners and Medical Specialists: \$34.38 per hour
 Medical Specialists:
 3 Years - Residency - \$2.64
 4 Years - Residency - \$3.96

SUPPLEMENTARY COMPENSATION SCHEDULE

III. Board Certified - Physician Specialist: \$1.31
 IV. Supervisory Responsibility: Allocation to Level A, B or C shown below will depend upon such factors as the scope of the medical program, the number of medical staff supervised, the number of patients served and the intensity of program treatment. Such additional compensation will be added to the appropriate base pay step shown above. Before an employee may receive such additional compensation the Department Head shall recommend the action and such recommendation shall be approved by the Department of Personnel and Budgetary Office.

Level A	Level B	Level C
\$2.01 per hour Positions involving the continuing direct supervision of physicians and dentists.	\$2.64 per hour Positions involving medical program direction at the Chicago Alcoholic Treatment Center, or supervision of physicians, or dentists at several treatment sites.	\$3.96 per hour Position involving citywide dental program direction in a city Comprehensive Health Service Center, or citywide medical program direction in the areas of Pediatrics, Communicable Diseases, Emergency Medical Service, Obstetrics or Occupational Health.

(Continued from page 15837)

II. Eligibility Requirements:

A. Applicants.

1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are not eligible for this program.
2. Applicants must be full-time (a minimum of 35 hours a week) or part-time (more than 17 1/2 but less than 35 hours a week) employees. Emergency appointments, seasonal employees, student-as-trainees and other student employees are not eligible.

B. Educational And Vocational/Technical Institutions.

1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois.
2. Colleges and Universities must be accredited by the North Central Association of Colleges and Secondary Schools.
3. Technical/Vocational Institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.
4. Courses offered at schools not so accredited may be approved by the Department of Personnel, if such courses have been authorized by a licensing board and/or professional association.

C. Course Of Study.

Courses of study must be related to the employee's current work or probable future work with the City of Chicago.

III. Conditions And Limitations On Reimbursement:

A. Reimbursement is limited to two courses per term.

B. Reimbursement is for tuition only: cost for books, lab fees, late penalties, supplies and other special fees are not reimbursable.

- C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
- D. Tuition fees paid to any City College of Chicago will not be reimbursed.
- E. Reimbursement will be based on available funds.
- F. The application must be approved by the employee's Department Head or designated authority and by the Department of Personnel.
- G. All applications must be submitted to the Department of Personnel within 30 days after the date classes begin.
- H. In the case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Personnel prior to the date of the seminar.
- I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, Release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Personnel. Carbon, photostatic, or Xerox copies will not be accepted.
- J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Personnel. Unless this procedure is followed, reimbursement will not be paid.

IV. Application Procedure:

- A. Undergraduate Student.
 - 1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).
 - 2. Complete one (1) copy of the Release Financial Aid Information form (PER-51).
 - 3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff & Organization Development, City Hall--Room 1101.
 - 4. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by the Department of Personnel, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate And Vocational/Technical Students.

1. Complete steps A1-4 as above.
2. Prepare a letter of explanation to the Commissioner of Personnel, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Personnel. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants.

1. Complete two (2) copies of the PER-50 form.
2. Immediately send one (1) copy of the PER-50 form without the departmental signatures to the Department of Personnel.
3. Send the copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature.
4. Complete step B-2. The letter requested in this step must be Approved Prior to the start of the seminar.

V. Reimbursement Rates: Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Personnel.

The rates are as follows:

A. Undergraduate School.

1. Grade "A": Full time--100%; Part time--50%.
2. Grade "B" and "C": Full time--57%; Part time--37 1/2%.

B. Graduate And Professional School.

1. Grade "A": Full time--100%; Part time--50%.

2. Grade "B" and "C": Full time--75%; Part time--37 1/2%.

(Grades of "C" are Not reimbursable at this level of study)

C. Grades of "Pass" in a course graded on a Pass/Fail basis: Full time--75%; Part time--37 1/2%.

D. Work-related seminars are reimbursed for the registration fee only.

VI. Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Personnel will, in all cases, exercise the final judgment as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

The Department of Personnel will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH CHICAGO CROSSING GUARD
ASSOCIATION, LOCAL 729; PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 46; AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 165.

The Committee on Finance submitted the following report:

CHICAGO, July 27, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Collective Bargaining Agreement between the City of Chicago and the Chicago Crossing Guard Association, Local 729, Service Employees International Union, A.F.L.-C.I.O. Public Service Employees Union Local 46, Service Employees International Union, A.F.L.-C.I.O. and Local Union 165, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford; Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Beavers 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 collective bargaining agreement between the City of Chicago and the Chicago Crossing Guard Association, Local 729, Service Employees International Union, A.F.L.-C.I.O.; Public Service Employees Union Local 46, Service Employees International Union, A.F.L.-C.I.O.; and Local Union 165, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

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

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

Exhibit "A".

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation ("Employer") and the Chicago Crossing Guard Association, Local 729, affiliated with the Service Employees International Union, A.F.L.-C.I.O.; Public

Service Employees Union Local 46 affiliated with the Service Employees International Union, A.F.L.-C.I.O. and Local Union 165 affiliated with the International Brotherhood of Electrical Workers, A.F.L.-C.I.O. ("Unions"), three autonomous and independent labor organizations each representing certain employees in a portion of a single collective bargaining unit, descriptively referred to as the Public Safety Employees Bargaining Unit, as more specifically defined in this Agreement.

It is the purpose and intent of the parties, through this Agreement to establish and promote harmonious relations between the parties; provide efficient, uninterrupted and effective services to the public; provide an equitable and peaceful procedure for the resolution of differences under this Agreement; and establish and maintain wages, hours and terms and conditions of employment through collective bargaining which, when ratified by the City Council, shall modify and supersede any ordinance, rules, regulations, personnel rules, interpretations, practices or policies to the contrary.

Article 1.

Recognition.

The Employer recognizes each Union set out below as the sole and exclusive bargaining agent for those employees and/or employee classifications set out opposite the union's respective name below, excluding all other employees of the Employer.

The Employer further recognizes that each of the Unions is autonomous and is responsible solely to represent employees in the classifications enumerated:

1. The Chicago Crossing Guard Association, Local 729, S.E.I.U., A.F.L.-C.I.O.: Included - all Crossing Guards.
2. Public Service Employees Union, Local 46, S.E.I.U., A.F.L.-C.I.O.: Included - Community Service Aide; District Coordinator Beat Program; Animal Control Officer; Animal Control Officer Aide; Animal Control Inspector; Security Guard - C.A.T.C.; Security Guard; Senior Security Guard; Parking Enforcement Aide; Coordinator Fire Safety/Handicapped; Traffic Control Aide; Senior Public Safety Aide; Detention Aides.
3. Local Union 165, I.B.E.W., A.F.L.-C.I.O.: Included - Police Dispatcher Aides.

During the term of this Agreement, each of the Unions shall be responsible for representing only employees in the classifications as respectively enumerated and listed above.

Article 2.

*Management's Rights.***Section 2.1 Management's Rights.**

It is agreed that the Unions and the employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the Employer. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the right:

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivision;
- c. to set reasonable standards for the services to be offered to the public;
- d. to direct its employees, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its employees;
- f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work or funds or other proper reasons;
- g. to contract out work;
- h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;
- i. to establish, modify, combine or abolish job positions and classifications;
- j. to add, delete or alter methods of operation, equipment or facilities;
- k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;
- l. to establish, implement and maintain an effective internal control program;

m. to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and

n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement or law.

Section 2.2 Rules And Regulations.

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations, after prior notice to and discussion with the Union, and to require employees' compliance therewith upon notification to employees, provided that no such rule or regulation or change therein shall be contrary to or inconsistent with this Agreement or law.

Article 3.

Union Security, Dues Deduction And Remittance.

Section 1. Union Security.

A. Any employee covered by this Agreement who is a member of the designated Union on the effective date of this Agreement shall, as a condition of continuing employment, remain a member of the Union and shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement.

B. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

C. The Employer shall provide to the Union each month the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.

D. It is further agreed that 30 days after the execution of this Agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, the Employer shall deduct from the earnings of employees who are not members of the union, a monthly amount as certified by the Union and shall remit such deductions to the union at the same time that the dues check-off is remitted under the terms and procedures to be agreed to between the Employer and each of the Unions.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

E. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Article 4.

No Strike Or Lockout.

Section 4.1 No Strike.

During the term of this Agreement neither the Unions, their officers, or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike, sympathy strike, concerted slowdown, stoppage of work, boycott, picketing, or interference with rendering of services by the Employer.

Section 4.2 Union's Responsibility.

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any bargaining unit employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 4.3 Discipline For Breach.

The Employer in its sole discretion may terminate the employment or otherwise discipline any employee who engages in any act forbidden in this Article, subject to the grievance procedure.

Section 4.4 No Lockout.

The Employer agrees not to lockout the employees during the term of this Agreement.

Article 5.

Bill Of Rights.

Section 5.1 Union Representation.

At any meeting between the Employer and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, a Union representative may be present if the employee so requests.

Section 5.2 Notification Of Complaint.

All employees will be notified in writing that a complaint has been registered against them within 3 work days of the complaint being registered, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, in which event the employee shall be notified within 3 work days after the surveillance is completed, or where confidentiality is necessary to complete the investigation, within 3 work days after the investigation is completed. This Section shall not apply to any order of a Federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Employer is directed not to reveal the complaint or investigation.

Section 5.3 Conduct Of Disciplinary Investigation.

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation, other than summary punishment in the Police Department, the interrogation will be conducted in the following manner:

A. The interrogation of the employee, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will take place at the employee's location of assignment, or other appropriate location, such as the office of the interrogator.

C. Prior to an interrogation, the employee under investigation shall be informed of the person in charge of the investigation, the interrogator and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the employee under interrogation shall be asked by and through one interrogator.

D. No anonymous complaints made against any employee shall be made the subject of an investigation, unless the allegation is concerning residency or is of a criminal nature;

provided, however, anonymous complaints may be used to develop independent corroborative evidence.

E. All investigations will begin within 30 days of the complaint, unless the Employer cannot do so for cause, such as the employee is not available to permit the investigation; the Employer does not have sufficient manpower to conduct the number of investigations involved, or the complaint relates to a planned course of conduct at a future date.

F. Immediately prior to the interrogation of an employee under investigation, the employee shall be informed of the nature of the complaint.

G. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

H. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided an employee may be disciplined, including discharged, for failure to answer questions or otherwise cooperate with the Employer's investigation.

I. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

J. If the allegation under investigation indicates a recommendation for dismissal is probable against a police department employee, said employee will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against said employee, said employee will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.

K. At the request of the employee under interrogation, if the employee may be subject to discipline, the employee shall have the right to be represented by a representative of the Union. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have its interrogation unduly delayed.

L. The results of the polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

M. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

N. The Office of Municipal Investigations shall not be subject to this Article, except as to Subsections H., I. and K., above.

O. This article shall not apply to employee witnesses.

Article 6.

Employee Security.

Section 6.1 Just Cause Standard.

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 6.2 File Inspection.

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours, except for information which the Employer deems confidential.

Section 6.3 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, as provided for in Section 6.2 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 6.4 Use And Destruction Of File Material.

(a) Police Department.

Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever, is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(b) All Departments.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Any record of discipline, or counseling in the Police Department, may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Article 7.

*Grievance And Arbitration.***Section 7.1**

Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Rules shall be reasonable and published at least 30 days in advance. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with the said Board's rules. An employee shall have an opportunity to be heard by his supervisor and to respond to the charges against him prior to his discharge, and if the employee so requests, he may have available Union representative represent him at the time and place he is heard. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both. The Union shall have the right to have its representative present at either of the Board(s) or grievance procedure, including arbitration, and to actively participate.

Section 7.2

Notwithstanding anything in Section 7.1 to the contrary, the procedure for Department review of disciplinary action including suspension for ten (10) days or less shall be as follows:

- Step 1. Within three (3) working days after an employee receives written notice of any disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, the employee shall request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. The failure to submit a written request within three (3) working days will preclude the employee's right to review.
- Step 2. Within three (3) working days after the department head or his/her designee receives the employee's request for review, the department head or his/her designated representative shall conduct a meeting to review the suspension.

At the meeting, the department will give the basis for its action and the employee and/or his/her union representative, if any, will be heard and provided the opportunity to ask questions. The department head or his/her designated representative shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or his/her designated representative and the employee and/or his/her Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or his/her designated representative shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union.

Except where otherwise indicated, the time limits set forth herein are to encourage the prompt review of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary warnings and suspensions for ten (10) days or less.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement.

Section 7.3.

Except as in 7.1 and 7.2 above, any and all disputes and differences involving an interpretation or application of a specific section in this Agreement between the Employer on the one hand, and the Union or any of the employees of the Employer it represents on the other hand, shall be exclusively settled in the following manner and there shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by agreement of both parties to this Agreement.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

- Step I**
- A.** The employee shall put the grievance or complaint in writing on the employee Problems Form Step I within five (5) calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.
 - B.** The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within five (5) calendar days after receipt of the written complaint.

- Step II A. If the grievance is not settled at the first Step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head's designee within seven (7) calendar days after the date of the decision by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.
- B. The Department Head's designee will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II form within seven (7) calendar days of receipt of the Step II appeal form.
- Step III A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Department Head within seven (7) calendar days of receipt of the senior supervisor's decision.
- B. The Department Head shall meet with the Union in an effort to resolve said grievance and reply in writing of his/her decision within seven (7) calendar days from receipt of Step III to the employee and the Union.
- C. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure. The Union will be informed of and allowed to be in attendance at and participate in all grievance or disciplinary hearings.
- D. If the grievance is not settled at the third step, either the Union or the Employer may notify the other in writing within ten (10) days of receipt of the Step III decision, that they request final and binding arbitration.
- E. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. The Union shall advise the Employer when it knows the grievance affects a group or class of employees.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The

Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his or her grievance. Refusal to follow instructions or orders shall be cause for suspension or discharge at the option of the Employer.

Step IV If the matter is not settled in Step III, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within ten (10) calendar days after the answer is given at Step III hereof.

A rotating Roster of Arbitrators shall be used by the parties. The Employer and the Union will select a roster of eight (8) arbitrators. All arbitrators shall be selected by mutual agreement.

In the event the parties cannot mutually agree upon the selection of a full roster of eight (8) arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of arbitrators in the Chicagoland area (excluding those upon whom agreement may have been reached). The parties will then alternately strike names from such list until the remaining number of arbitrators are left to make up a roster of eight (8). The Employer will strike first. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fee and expenses of the arbitrator shall be borne equally between the Union and the Employer.

The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within sixty (60) days of notice that a grievance is ready for arbitration and submit their decision within thirty (30) days following such hearing. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union.

Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain an arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster. The parties may agree to submit more than one (1) grievance to a selected arbitrator.

Every year each party has the right to remove up to two (2) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in

the same manner as the initial selection. The parties may mutually agree at any time to remove any arbitrator from the panel of eight (8). If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below six (6), and the parties cannot agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of six (6).

The parties will then alternately strike names from each such list of arbitrators until one (1) remains from each so that the remaining number of acceptable arbitrators is sufficient to bring the total roster to at least six (6), or such number greater than six (6) as the parties may agree.

An arbitrable matter must involve the meaning and application of interpretation of a specific provision of this Agreement. Question of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Article 8.

Non-Discrimination.

Section 8.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 8.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 8.3 Union Stewards.

Employees acting as Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the

Union. Any transfers of Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 8.4

Grievances by employees alleging violations of this Article shall be resolved through Step III of the Grievance Procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 8.5 Use Of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Article 9.

Wages And Allowances.

Section 9.1 Annual Salary Schedule.

A. Effective January 1, 1988, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Exhibits A through G.

B. The following wage changes will be instituted:

1. Full time employees on the payroll on the date of ratification by the Union will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the applicable benefit funds will not be made relative to this lump sum payment.

Part time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$325 no later than the second pay period after ratification by the City Council, it being understood that contributions to the applicable benefit funds will not be made relative to this lump sum payment.

2. In 1988, a 1% increase will be granted to all employees, effective July 1, 1988.
3. In 1989, a 3% increase will be granted to all employees, effective July 1, 1989.

4. In 1990, a 2% increase will be granted to all employees, effective July 1, 1990, and a 2-1/2% increase effective October 1, 1990.
5. In 1991, a 3% increase will be granted to all employees, effective July 1, 1991, and a 4% increase effective October 1, 1991.

Section 9.2 Acting In A Higher Rated Classification.

An employee who is directed to perform and does perform substantially all of the duties and responsibilities of a higher rated classification to the satisfaction of the Employer for more than thirty (30) days shall be paid at the higher rate. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this Section.

Section 9.3 Reporting Pay.

Any employee covered by this Agreement who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay.

Section 9.4 Uniform Allowance.

Each active Crossing Guard employee shall receive a uniform allowance of \$400 annually, distributed in two (2) installments of \$200 no later than February 25 and \$200 no later than October 25. For any employee who returns to active duty no later than May 5 of any year and who did not receive any uniform allowance in February of the same year, that employee shall receive a supplemental uniform allowance of \$200 on June 10 of the same year. Any employee who returns to active duty no later than December 5 of any year and who did not receive his or her uniform allowance in October of the same year, shall receive a supplemental uniform allowance of \$200 no later than December 15 of the same year.

Active Parking Enforcement Aides; Traffic Control Aides; Animal Control Inspectors; Animal Control Officers; Animal Control Officer Aides; Community Service Aides; and Senior Public Safety Aides shall receive a uniform allowance of \$400 annually. Active Dispatcher Aides, Detention Aides and Security Guards shall receive a uniform allowance of \$250 annually.

The Employer will notify the Union of any major uniform changes and upon request, meet with the Union to discuss said proposed uniform changes. Any recommendations resulting from said meetings will be presented to the Department Head.

If the Employer shall direct that any group of covered employees shall change, modify or add to Employer required uniforms or equipment, the Employer shall pay the cost of the original issue.

Section 9.5 Salary Progression.

The Employer's past practice as to longevity advancement within the salary ranges shall continue. And nondisciplinary approved absence without pay, including layoffs, for 30

days or less or of Crossing Guards for the summer term or during a school strike, shall not be deducted from a non-probationary employee's continuous service record.

Section 9.6 Performance Ratings.

The exercise of any right by a bargaining unit employee, including but not limited to the use of the current year's sick days (but not any accumulated sick days) or other leave time permitted by this Agreement, shall not adversely affect whether or not under the performance evaluation procedures, an employee receives wage increases.

Article 10.

Hours And Overtime.

Section 10.1A Hours Of Work.

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The work week shall begin at 12:00 A.M. Sunday (one minute after 11:59 P.M. Saturday) and shall end at 12:00 A.M. the following Sunday. The normal work week shall consist of five (5) work days with two (2) consecutive days off.

The work day shall commence from the employee's scheduled start time and shall include an unpaid lunch break according to the Employer's current practice.

Schedules currently established (including power shifts) shall remain in effect. Starting time for employees assigned to rotating schedules currently vary between 2100--2400 hours, 0500--0800 hours or 1300--1600 hours.

Except in emergencies, at least 10 days advance notice shall be given to employees and the Union of any schedule changes. The Union shall be consulted with respect to such changes prior to their implementation.

Standards used for calculating overtime and vacations shall be consistently applied to each supervisory group.

Section 10.1B Overtime.

All work performed in excess of forty (40) hours worked per week; or in excess of eight (8) hours worked per day where the employee has forty (40) hours work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked in the Employer's work week, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh

consecutive day worked in the Employer's work week, shall be paid for at two (2) times the regular hourly rate of pay.

Where employees whose regular days off are other than Saturday and Sunday are required to work on their days off, work on their first regular day off shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay and work on the second regularly scheduled day off shall be paid for at two (2) times the regular hourly rate of pay. Work performed on holidays shall be paid for at two and one-half (2-1/2) times the straight time hourly rate of pay, which shall include holiday pay. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Employees may request payment of overtime compensatory time. Such requests shall not be unreasonably denied. Use of compensatory time shall be subject to the operational and scheduling needs of the Department.

An employee shall use his/her compensatory time within sixty (60) days after it is earned. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year, whereupon the employee may ask for liquidation of said compensatory time in cash, or may, subject to the approval of the Employer, continue to carry over such compensatory time.

In any case no employee shall be permitted to accumulate compensatory time in excess of that which allowed under the Fair Labor Standards Act.

Section 10.2

Each employee scheduled for and reporting to any Uniform Inspection on his/her shift or day off or before or after the start of his/her shift shall receive a minimum of two (2) hours reporting pay.

Section 10.3

Each employee scheduled for and reporting to the crossing selection meeting, which shall normally be held in August of each year, shall receive a minimum of two (2) hours reporting pay.

Section 10.4

Any time an employee participates in a parade or other civic function, outside of his/her scheduled hours of work, at the direction of the Employer, said employee shall receive a minimum of four (4) hours pay at the employee's regular rate of pay.

Section 10.5

Any time an employee spends in any meeting at the direction of the Employer shall be considered as hours worked under this Agreement.

Section 10.6

Where an employee is required to take public transportation to perform his/her duties, such travel will be at no expense to the employee. Present practices continue for those employees who presently receive this benefit.

Section 10.7

a. A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. Thereafter, overtime and/or premium time at the location shall be offered by seniority in the employee's job classification, provided the most senior employee has the then present ability to perform the job to the Employer's satisfaction without further training. In the event enough of such offers are not accepted, the Employer mandatorily shall assign such overtime and/or premium time by reverse seniority.

b. Those employees in any classification who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification have been afforded the opportunity.

Section 10.8

Although regular days off of employees covered by this Agreement may be changed to meet the needs of the Employer, i.e., special events, parades, etc., said days off shall not be changed solely for the purpose of avoiding the payment of overtime or premium time. The Employer shall offer employees the option to change regular days off before mandatorily requiring such changes.

Section 10.9 Parking Enforcement Aides--O'Hare Airport.

Assignments to O'Hare Airport for Parking Enforcement Aides shall be offered first to volunteers. Thereafter, if there are not enough volunteers, the assignment of all new employees shall include the O'Hare Airport assignment. The Friday-Saturday O'Hare Airport assignment as to employees on the payroll November 27, 1985, shall be reduced by one (1) day to a Friday only assignment.

Article 11.**Section 11.1 Post Selection, Crossing Guards.**

Non-probationary employees shall have the right to select the post they will work by continuous service with the Employer. The employee with the most continuous service with the Employer within a District shall have first choice of post, the employee with the next greatest length of continuous service with the Employer within a District shall have second choice of post and so forth in order of total length of continuous service with the

Employer. Such post selection shall be made by each employee at the August Crossing Post Selection meeting, normally held in August of each year at each Police District headquarters.

Section 11.2 Watch Preference.

When an opening occurs in a watch other than one which is rotated, which requires the reassignment or transfer of employees, that opening shall be posted and all non-probationary employees given the opportunity to bid on that opening. The senior (time-in-title) non-probationary employee bidding on such vacancy shall be selected.

Section 11.3 Vacancies Intraclassification.

a. Transfer of Non-Crossing Guard Personnel.

The Employer shall determine whether a vacancy shall be filled. Where such vacancy permits the transfer of another employee in the same job classification in the same department, such vacancy shall be posted and all non-probationary employees in that job classification shall be given an opportunity to bid for such vacancy within four (4) days of the time the job is posted. In the event the Employer determines to fill said vacancy, employees shall be selected in accordance with Section 11.4 below.

b. Transfer of Crossing Guards.

Requests for transfer from one District to another will be submitted by Crossing Guards utilizing the Personnel Action Request form. Requests will be granted by seniority when the operational needs of the Department are satisfied and a position is open for a Crossing Guard at the district of request. Requests for transfer will remain in effect for twelve (12) months. Seniority shall be based on continuous service.

Section 11.4 Promotion.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

Section 11.5 Retreat.

An employee who is appointed or promoted to a new job classification shall, for a period of 120 days, be permitted to return to his/her former job classification in the bargaining unit, if the Employer determines that the job is vacant, or if the job is not vacant the said employee shall be placed on a reinstatement list. Such employees shall retain seniority

and other benefits previously accrued in the job classification to which they are returning subject to the provisions of Article 18.4.

Article 12.

Holidays.

Section 12.1 Crossing Guards.

Crossing Guards shall receive four (4) hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Good Friday
7. Memorial Day
8. Fourth of July (for those Crossing Guards who work during the month of July)
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

Providing the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following all holidays unless excused by the Employer, except Christmas Day and New Year's Day.

In order to receive the Christmas Day holiday, the employee must work the full scheduled work day immediately preceeding the holiday unless excused by the Employer.

In order to receive the New Year's Day holiday, the employee must work the full scheduled work day immediately following New Year's Day unless excused by the Employer.

All Crossing Guard employees shall receive the following paid Personal Days:

Day after Thanksgiving

Labor Day

The Personal Days shall be paid at four (4) hours pay per day times the employee's regular rate of pay.

Section 12.2 Full-Time Salaried Employees.

Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

Provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent

from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied.

Section 12.3 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

When said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, providing the employee works the full scheduled workday immediately preceding and following such vacation period, unless such absence is excused by the Employer.

Employees who are required to work a regular tour of duty on a holiday will be credited with one (1) hour of compensatory time for each hour worked and one-half (1/2) hour of pay for each hour worked, in addition to regular pay.

Employees whose regular day off coincides with an established holiday will be credited with compensatory time equal to a normal work day.

Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty on that holiday, will be credited with two (2) hours of compensatory time for each hour worked and one-half (1/2) hour of pay for each hour worked.

This section does not apply to Crossing Guards who shall continue to be paid and not receive compensatory time.

Article 13.

Vacations.

Section 13.1 Non-Crossing Guard Employees.

Non-Crossing Guard employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1:

Continuous Service as of July 1	Vacation
Less than 6 years	13 days
6 or more, but less than 14 years	18 days
14 or more years	23 days

(a) Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

- (i) The employee did not have 12 months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
- (ii) The employee was separated from employment, other than for just cause, during a calendar year in which the employee did not have 12 months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible. Any fraction is rounded off to the nearest whole number of days.

Part time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

- (b) All earned vacation leave earned after the execution of this Agreement not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer, or such employee was on duty disability during the vacation period. All earned vacation leave earned before the execution of this Agreement must be taken within 9 months of the execution of this Agreement, or it shall be forfeited.
- (c) Employees who are terminated for cause shall not be entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 4 of this Agreement. In the event of the death

of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

- (d) The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 13.2 Crossing Guards.

(a) Crossing Guards shall continue to receive payment for accrued vacation time in accordance with the following formula:

After one (1) year of
credited service--36 hours pay

After two (2) years of
credited service--60 hours pay

After nine (9) years of
credited service--72 hours pay

After fourteen (14) years
of credited services--92 hours pay

(b) Present rules governing the administration of vacation shall remain in effect, including:

- (i) Employees shall receive half their vacation pay no later than May 25 and the other half of their vacation pay no later than December 10.
- (ii) Vacation pay shall be computed by multiplying the employee's regular hourly rate of pay by the number of hours of vacation to which the employee is entitled.

Crossing Guards may use (12) hours (3 four hour days) of their above vacation one (1) or more days at a time as days off in 1988. Such days off shall be increased effective January 1, 1989 to 16 hours (4 four hour days); and effective January 1, 1990 to 20 hours (5 four hour days). Such day(s) off shall be approved by the employee's Supervisor and such approval shall not be unreasonably withheld.

The Employer may temporarily detail Crossing Guards within the Area as needed to cover such absenteeism; provided however, if the Employer details a Crossing Guard

outside the District within the Area, said detail shall be by reverse seniority; shall be for not longer than 3 days; and the Crossing Guard's regular 4-hour minimum shall be increased to 6 hours for said 3 days.

Section 13.3

Vacations shall be selected by seniority, time in title, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer. Vacations may, at the Employer's request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments. Such requests shall not be unreasonably denied.

Article 14.

Group Health, Vision Care, Dental, Life And Accident Benefits.

Section 14.1

The Employer shall provide to employees and their eligible dependents Groups Health, Vision Care, Dental, Life (\$2,500) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

It is provided that if any other group or bargaining unit of employees of the Employer pays less in contributions or pays contributions at a later effective date for equivalent benefits and coverage, then the contributions set forth herein shall be reduced to such level and/or delayed to the later date, as the case may be.

Section 14.2

The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

Section 14.3

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

Section 14.4

Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O. notwithstanding anything in this Agreement to the contrary.

Section 14.5

Where both husband and wife or other family members eligible under one (1) family coverage are employed by the Employer, the Employer shall pay for only one (1) family insurance or family health plan.

Section 14.6 Non-Crossing Guard Benefits.

The current practice permitting non-Crossing Guards to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Section 14.7 Crossing Guard Benefits.

The current practices relating to the payment of hospitalization premiums on a year-round basis for Crossing Guards and their dependents, and, similarly, the current practice relating to the payment of hospitalization premiums by the Employer for ten (10) pay periods or five (5) full months of medical leave for each year for Crossing Guards and their dependents when a Crossing Guard is on medical or maternity leave of absence or when a Crossing Guard is off the payroll for ten (10) pay periods per year because of illness, shall continue for the duration of this Agreement.

Section 14.8 Crossing Guards--Board Of Education Interruption Of Service.

In the event of an interruption in services provided by the Chicago Board of Education, to the extent to which the employer determines there is other available work to be performed, such as parking enforcement or traffic control duties, the Employer shall permit Crossing Guards to perform such other work, provided the Crossing Guards are able to perform the job duties of said other available work to the Employer's satisfaction. During the time they are working, Crossing Guards shall continue to receive their regular benefits and be paid their regular rate of pay. For Crossing Guards for whom the Employer determines that is no other available work, health insurance coverage shall remain in full force and effect for up to ninety (90) days from the date of said interruption of service. At the conclusion of said interruption of service, the Crossing Guards shall return to their former positions, provided they still are in existence.

Article 15.

Paid Leaves.

Section 15.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work. Salaried employees shall received the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 15.2 Military Leave.

Any employee who is a member of a reserve force of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed 14 days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Section 15.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence. Provided that the employee deposits his jury duty pay with the City Comptroller.

Section 15.4 Sick Leave.

Each salaried paid employee shall receive sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year. Each such employee appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.

Sick leave credit earned subsequent to January 1, 1959, shall accrue to a maximum of 200 work days at the rate of twelve (12) days per year less days of sick leave used. Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

Section 15.5 Injury On Duty.

Any Crossing Guard absent from work due to injury on duty (I.O.D.) shall receive full pay and benefits for the period of absence up to twelve (12) months, provided such injury or illness is certified by the Employer's physician. Such certification shall not be unreasonably withheld.

Section 15.6 Marriage Leave.

The present benefit of marriage leave shall continue for the duration of this Agreement for those employees covered by this Agreement who now enjoy such benefit.

Article 16.

Union Rights

Section 16.1 Union Rights.

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Unions' authorized representatives. The Employer may change or set rules of access, provided any change in current practice shall be reasonable and subject to the grievance procedures.

Section 16.2

The Union shall have the right of access to a bulletin board at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 16.3

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the Employer for the use of its facilities.

Section 16.4 Grievance Processing.

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth

in this Agreement, and such reasonable time shall be without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Section 16.5 Negotiating Team.

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, provided the number of negotiating team members is acceptable to the Employer.

Section 16.6 Labor-Management Committee.

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 16.7 Union Business.

At the Union's request, stewards and/or Union representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted upon reasonable advance notice, unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the supervisor, adjust the employee's schedule to permit such attendance.

Section 16.8 Pay For Meetings.

Employees shall be allowed time off with pay at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement.

Article 17.

Leaves Without Pay.

Section 17.1

Non-probationary employees may apply for leaves of absence without pay for medical or personal reasons. The grant and duration of said leaves shall be within the discretion of the Employer.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Section 17.2 Maternity Leave Of Absence.

The Employer shall grant a non-probationary employee an unpaid maternity leave of absence. The employee shall have a right to return to her job if it is still in existence, provided she returns to work promptly after the doctor releases her to return to work. If the employee's job is not in existence when she is ready to return to work, her rights to return to work shall be the same as if she had not been on leave. If an employee is granted a leave for a longer period after her doctor releases her, she will be returned to her job upon the completion of her leave, if her job is open. If not, she will be placed on a reinstatement list.

Article 18.

Continuous Service.

Section 18.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 18.2 Interruption In Service.

Employees who work a minimum of 80 hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than thirty (30) days or layoff for more than forty (40) days. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Section 18.3 Reciprocity.

Employees hired prior to the effective date of this Agreement who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after the effective date of this Agreement who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 18.4 Break In Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for 12 months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than 12 consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 18.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/ she does not refuse an offer of employment, and does not suffer a break in service under Section 18.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 19.

Safety.

Section 19.1

The Employer shall continue its efforts to provide for a safe working environment for its employees, as is legally required by federal and state laws.

Section 19.2 Employer Responsibility.

The Employer shall be responsible for and hold employees harmless for and pay for monies or damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Sections 19.5 and 19.6.

Section 19.3 Legal Representation.

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee so long as the employee is acting within the scope of his employment.

Section 19.4 Cooperation.

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 19.5 Applicability.

The Employer will provide the protections set forth in Sections 19.2 and 19.3 above provided that the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in 19.4, with the City of Chicago in defense of the action or actions or claims.

Section 19.6 Punitive Damages.

Any obligation of the Employer to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon City ordinances and/or State statutes providing for such indemnification.

Article 20.

Layoffs And Re-Employment.

Section 20.1 Notice Of Layoffs.

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the affected Union and employees to be laid off no later than fourteen (14) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union(s) and the employees as soon as the Employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first, then employees shall be laid off in accordance with their classification seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

Section 20.2 Hiring During Layoffs.

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 20.3 Layoffs And Recall.

The least senior employee in the affected job classification in the Department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the Department, and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this Section the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employee's shall be recalled in the reverse order they were laid off, subject to the same provisions.

Employees shall retain and accumulate seniority and continuous service while on layoff.

Article 21.

Miscellaneous.

Section 21.1

The current City of Chicago tuition reimbursement policy as reflected in Exhibit "H" attached hereto shall be applicable and available to all employees covered by this Agreement.

Section 21.2 Waiver.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 21.3 Modifications.

After this Agreement has been executed, no provision may be altered or modified during the term of the Agreement except by mutual consent in writing between the Employer and the Union, and only at a conference called for such purpose by the parties and ratified by their respective organizations. All such alterations or modifications shall be executed with the same formality as this Agreement.

Section 21.4 Separability.

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall become null and void, and the remainder shall remain in full force and effect in accordance with its terms. The parties shall meet relating to the repeal of any such provision.

Section 21.5 Residency.

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

Article 22.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislation approval.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof,

either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

It is further agreed that in the event the City of Chicago agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representatives, has executed this document as of the _____ day of _____, 1988.

[Signature forms omitted for printing purposes.]

[Exhibits "A" through "G" attached to this agreement printed
on pages 15908 through 15915 of this Journal.]

Exhibit "H" attached to this agreement reads as follows:

Exhibit "H".

City Of Chicago Tuition Reimbursement Policy.

General Purpose: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

I. Effective Date: This policy is effective June 1, 1981. Reimbursement for any course commencing on or after this date will be subject to this policy statement.

II. Eligibility Requirements:

A. Applicants.

1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are not eligible for this program.

(Continued on page 15916)

EXHIBIT A

UNIT II (Other than Crossing Guards)
Effective July 1, 1988

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE RATE		TOP BASE RATE NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE & 6 YRS. STEP & 10 YR. STEP & 16 YR. STEP & 20 YR. STEP & 25 YR.		AFTER 1 YR. AT 2ND LONG. STEP & 16 YR. STEP & 20 YR. STEP & 25 YR.		AFTER 1 YR. AT 3RD LONG. STEP & 20 YR. STEP & 25 YR.	
		MONTHS	NEXT 12 MONTHS			CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.
1 ANNUAL MONTHLY	9,708 809	10,188 849	10,692 891	11,220 935	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307
2 ANNUAL MONTHLY	10,188 849	10,692 891	11,220 935	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372
3 ANNUAL MONTHLY	10,692 891	11,220 935	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440
4 ANNUAL MONTHLY	11,220 935	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514
5 ANNUAL MONTHLY	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587
6 ANNUAL MONTHLY	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663
7 ANNUAL MONTHLY	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837
8 ANNUAL MONTHLY	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928
9 ANNUAL MONTHLY	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127
10 ANNUAL MONTHLY	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344
11 ANNUAL MONTHLY	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586
12 ANNUAL MONTHLY	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852
13 ANNUAL MONTHLY	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134
14 ANNUAL MONTHLY	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	41,016 3,418

EXHIBIT B

UNIT II (Other than Crossing Guards)
Effective July 1, 1989

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONG.		AFTER 1 YR. AT 2ND LONG.		AFTER 1 YR. AT 3RD LONG.		AFTER 1 YR. AT 4TH LONG.	
		NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS
1 ANNUAL MONTHLY	9,996 833	10,488 874	11,016 918	11,556 963	12,132 1,011	12,744 1,062	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483
2 ANNUAL MONTHLY	10,488 874	11,016 918	11,556 963	12,132 1,011	12,744 1,062	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559
3 ANNUAL MONTHLY	11,016 918	11,556 963	12,132 1,011	12,744 1,062	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635
4 ANNUAL MONTHLY	11,556 963	12,132 1,011	12,744 1,062	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635	20,192 1,713
5 ANNUAL MONTHLY	12,132 1,011	12,744 1,062	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635	20,192 1,713	21,044 1,796
6 ANNUAL MONTHLY	13,368 1,114	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635	20,192 1,713	21,044 1,796	21,896 1,882	22,748 1,968
7 ANNUAL MONTHLY	13,980 1,165	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635	20,192 1,713	21,044 1,796	21,896 1,882	22,748 1,968	23,600 2,056
8 ANNUAL MONTHLY	14,652 1,221	15,360 1,280	16,052 1,346	16,824 1,413	17,636 1,483	18,488 1,559	19,340 1,635	20,192 1,713	21,044 1,796	21,896 1,882	22,748 1,968	23,600 2,056	24,452 2,132
9 ANNUAL MONTHLY	16,152 1,346	16,956 1,413	17,796 1,483	18,708 1,559	19,620 1,635	20,556 1,713	21,504 1,796	22,464 1,882	23,436 1,968	24,420 2,056	25,416 2,144	26,416 2,232	27,432 2,320
10 ANNUAL MONTHLY	17,796 1,483	18,708 1,559	19,620 1,635	20,556 1,713	21,504 1,796	22,464 1,882	23,436 1,968	24,420 2,056	25,416 2,144	26,416 2,232	27,432 2,320	28,456 2,408	29,488 2,488
11 ANNUAL MONTHLY	19,620 1,635	20,556 1,713	21,504 1,796	22,464 1,882	23,436 1,968	24,420 2,056	25,416 2,144	26,416 2,232	27,432 2,320	28,456 2,408	29,488 2,488	30,528 2,568	31,576 2,648
12 ANNUAL MONTHLY	21,636 1,803	22,704 1,892	23,832 1,986	25,032 2,086	26,292 2,191	27,624 2,302	28,968 2,414	30,360 2,530	31,704 2,648	33,048 2,796	34,392 2,904	35,736 3,064	37,080 3,232
13 ANNUAL MONTHLY	23,832 1,986	25,032 2,086	26,292 2,191	27,624 2,302	28,968 2,414	30,360 2,530	31,704 2,648	33,048 2,796	34,392 2,904	35,736 3,064	37,080 3,232	38,424 3,408	39,768 3,576
14 ANNUAL MONTHLY	26,292 2,191	27,624 2,302	28,968 2,414	30,360 2,530	31,704 2,648	33,048 2,796	34,392 2,904	35,736 3,064	37,080 3,232	38,424 3,408	39,768 3,576	41,112 3,760	42,456 3,928

EXHIBIT C

UNIT 11 (Other than Crossing Guards)
Effective July 1, 1990

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONG.		AFTER 1 YR. AT 2ND LONG.		AFTER 1 YR. AT 3RD LONG.		AFTER 1 YR. AT 4TH LONG.	
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.
1 ANNUAL MONTHLY	10,200 850	10,692 891	11,232 936	11,784 982	12,372 1,031	12,996 1,083	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590
2 ANNUAL MONTHLY	10,692 891	11,232 936	11,784 982	12,372 1,031	12,996 1,083	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668
3 ANNUAL MONTHLY	11,232 936	11,784 982	12,372 1,031	12,996 1,083	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747
4 ANNUAL MONTHLY	11,784 982	12,372 1,031	12,996 1,083	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839
5 ANNUAL MONTHLY	12,372 1,031	12,996 1,083	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930
6 ANNUAL MONTHLY	13,632 1,136	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128
7 ANNUAL MONTHLY	14,256 1,188	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235
8 ANNUAL MONTHLY	14,940 1,245	15,672 1,306	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348
9 ANNUAL MONTHLY	16,476 1,373	17,292 1,441	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589
10 ANNUAL MONTHLY	18,156 1,513	19,068 1,590	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589	32,604 2,717	34,212 2,851
11 ANNUAL MONTHLY	20,016 1,668	21,000 1,747	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589	32,604 2,717	34,212 2,851	35,964 2,997	37,752 3,146
12 ANNUAL MONTHLY	22,068 1,839	23,160 1,930	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589	32,604 2,717	34,212 2,851	35,964 2,997	37,752 3,146	39,516 3,293	41,282 3,441
13 ANNUAL MONTHLY	24,312 2,026	25,536 2,128	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589	32,604 2,717	34,212 2,851	35,964 2,997	37,752 3,146	39,516 3,293	41,282 3,441	43,144 3,591	45,048 3,740
14 ANNUAL MONTHLY	26,820 2,235	28,176 2,348	29,544 2,462	31,068 2,589	32,604 2,717	34,212 2,851	35,964 2,997	37,752 3,146	39,516 3,293	41,282 3,441	43,144 3,591	45,048 3,740	46,992 3,889	48,888 4,038

EXHIBIT D

UNIT 11 (Other than Crossing Guards)
Effective October 1, 1990

CLASS GRADE	ENTRANCE		INTERMEDIATE RATE		TOP BASE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	RATE FIRST 6 MONTHS	RATE 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	RATE AT TOP BASE	AT 1ST LONG. STEP & 10 YR. STEP	AT 1ST LONG. STEP & 10 YR. STEP	AT 2ND LONG. STEP & 16 YR. STEP	AT 2ND LONG. STEP & 16 YR. STEP	AT 3RD LONG. STEP & 20 YR. STEP	AT 3RD LONG. STEP & 20 YR. STEP	AT 4TH LONG. STEP & 25 YR. STEP	AT 4TH LONG. STEP & 25 YR. STEP	AT 4TH LONG. STEP & 25 YR. STEP	AT 4TH LONG. STEP & 25 YR. STEP
1 ANNUAL MONTHLY	10,452	10,956	11,508	12,064	12,684	13,320	13,968	14,616	15,312	15,312	16,068	16,068	16,824	16,824	17,580	17,580
	871	913	959	1,007	1,057	1,110	1,164	1,218	1,276	1,339	1,399	1,457	1,511	1,564	1,618	1,672
2 ANNUAL MONTHLY	10,956	11,508	12,064	12,684	13,320	13,968	14,616	15,312	15,312	16,068	16,068	16,824	16,824	17,580	17,580	18,336
	913	959	1,007	1,057	1,110	1,164	1,218	1,276	1,339	1,399	1,457	1,511	1,564	1,618	1,672	1,726
3 ANNUAL MONTHLY	11,508	12,064	12,684	13,320	13,968	14,616	15,312	15,312	16,068	16,068	16,824	16,824	17,580	17,580	18,336	19,092
	959	1,007	1,057	1,110	1,164	1,218	1,276	1,339	1,399	1,457	1,511	1,564	1,618	1,672	1,726	1,780
4 ANNUAL MONTHLY	12,064	12,684	13,320	13,968	14,616	15,312	15,312	16,068	16,068	16,824	16,824	17,580	17,580	18,336	19,092	19,848
	1,007	1,057	1,110	1,164	1,218	1,276	1,339	1,399	1,457	1,511	1,564	1,618	1,672	1,726	1,780	1,834
5 ANNUAL MONTHLY	12,684	13,320	13,968	14,616	15,312	15,312	16,068	16,068	16,824	16,824	17,580	17,580	18,336	19,092	19,848	20,604
	1,057	1,110	1,164	1,218	1,276	1,339	1,399	1,457	1,511	1,564	1,618	1,672	1,726	1,780	1,834	1,888
6 ANNUAL MONTHLY	13,320	14,616	15,312	16,068	16,824	17,580	17,580	18,336	18,336	19,092	19,092	19,848	20,604	21,360	22,116	22,872
	1,164	1,218	1,276	1,339	1,407	1,477	1,551	1,630	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271
7 ANNUAL MONTHLY	14,616	15,312	16,068	16,824	17,580	18,336	18,336	19,092	19,092	19,848	19,848	20,604	21,360	22,116	22,872	23,628
	1,218	1,276	1,339	1,407	1,477	1,551	1,630	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271	2,351
8 ANNUAL MONTHLY	15,312	16,068	16,824	17,580	18,336	19,092	19,092	19,848	19,848	20,604	20,604	21,360	22,116	22,872	23,628	24,384
	1,276	1,339	1,407	1,477	1,551	1,630	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271	2,351	2,431
9 ANNUAL MONTHLY	16,068	17,580	18,336	19,092	19,848	20,604	20,604	21,360	21,360	22,116	22,116	22,872	23,628	24,384	25,140	25,896
	1,407	1,477	1,551	1,630	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271	2,351	2,431	2,511	2,591
10 ANNUAL MONTHLY	18,336	19,848	20,604	21,360	22,116	22,872	22,872	23,628	23,628	24,384	24,384	25,140	25,896	26,652	27,408	28,164
	1,551	1,630	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271	2,351	2,431	2,511	2,591	2,671	2,751
11 ANNUAL MONTHLY	20,604	21,360	22,116	22,872	23,628	24,384	24,384	25,140	25,140	25,896	25,896	26,652	27,408	28,164	28,920	29,676
	1,710	1,791	1,871	1,951	2,031	2,111	2,191	2,271	2,351	2,431	2,511	2,591	2,671	2,751	2,831	2,911
12 ANNUAL MONTHLY	22,872	23,628	24,384	25,140	25,896	26,652	26,652	27,408	27,408	28,164	28,164	28,920	29,676	30,432	31,188	31,944
	1,885	1,978	2,077	2,181	2,291	2,407	2,524	2,640	2,755	2,871	2,987	3,103	3,219	3,335	3,451	3,567
13 ANNUAL MONTHLY	24,384	26,172	27,492	28,864	30,288	31,768	31,768	33,216	33,216	34,632	34,632	36,048	37,464	38,880	40,296	41,712
	2,077	2,181	2,291	2,407	2,524	2,640	2,755	2,871	2,987	3,103	3,219	3,335	3,451	3,567	3,683	3,799
14 ANNUAL MONTHLY	27,492	28,864	30,288	31,768	33,216	34,632	34,632	36,048	36,048	37,464	37,464	38,880	40,296	41,712	43,128	44,544
	2,291	2,407	2,524	2,640	2,755	2,871	2,987	3,103	3,219	3,335	3,451	3,567	3,683	3,799	3,915	4,031

EXHIBIT E

UNIT 11 (Other than Crossing Guards)
Effective July 1, 1991

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE		AFTER 1 YR. AT 1ST LONG.		AFTER 1 YR. AT 2ND LONG.		AFTER 1 YR. AT 3RD LONG.		AFTER 1 YR. AT 4TH LONG.	
		NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.
1 ANNUAL MONTHLY	10,764 897	11,280 940	11,856 988	12,444 1,037	13,068 1,089	13,716 1,143	14,388 1,199	15,060 1,255	15,768 1,314	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761
2 ANNUAL MONTHLY	11,280 940	11,856 988	12,444 1,037	13,068 1,089	13,716 1,143	14,388 1,199	15,060 1,255	15,768 1,314	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845
3 ANNUAL MONTHLY	11,856 988	12,324 1,027	12,936 1,078	13,584 1,132	14,244 1,187	14,904 1,242	15,568 1,297	16,244 1,352	16,928 1,407	17,624 1,462	18,328 1,517	19,048 1,572	19,784 1,627	20,536 1,682	21,304 1,737
4 ANNUAL MONTHLY	12,444 1,037	12,936 1,078	13,584 1,132	14,244 1,187	14,904 1,242	15,568 1,297	16,244 1,352	16,928 1,407	17,624 1,462	18,328 1,517	19,048 1,572	19,784 1,627	20,536 1,682	21,304 1,737	22,140 1,845
5 ANNUAL MONTHLY	13,068 1,089	13,716 1,143	14,388 1,199	15,060 1,255	15,768 1,314	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098
6 ANNUAL MONTHLY	13,716 1,143	14,388 1,199	15,060 1,255	15,768 1,314	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180
7 ANNUAL MONTHLY	14,388 1,199	15,060 1,255	15,768 1,314	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260
8 ANNUAL MONTHLY	15,060 1,255	15,624 1,302	16,392 1,366	17,220 1,435	18,084 1,507	18,984 1,582	19,956 1,663	20,928 1,744	21,924 1,827	22,944 1,913	23,976 1,998	25,028 2,083	26,096 2,168	27,184 2,253	28,288 2,338
9 ANNUAL MONTHLY	15,768 1,314	16,392 1,366	17,220 1,435	18,084 1,507	18,984 1,582	19,956 1,663	20,928 1,744	21,924 1,827	22,944 1,913	24,444 2,037	25,488 2,122	26,552 2,217	27,648 2,312	28,768 2,397	29,912 2,487
10 ANNUAL MONTHLY	16,548 1,379	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260	28,488 2,348	29,592 2,432	30,712 2,507
11 ANNUAL MONTHLY	17,388 1,449	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260	28,488 2,348	29,592 2,432	30,712 2,507	31,856 2,581
12 ANNUAL MONTHLY	18,252 1,521	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260	28,488 2,348	29,592 2,432	30,712 2,507	31,856 2,581	33,024 2,655
13 ANNUAL MONTHLY	19,176 1,598	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260	28,488 2,348	29,592 2,432	30,712 2,507	31,856 2,581	33,024 2,655	34,208 2,729
14 ANNUAL MONTHLY	20,148 1,679	21,132 1,761	22,140 1,845	23,176 1,927	24,216 2,016	25,268 2,098	26,328 2,180	27,400 2,260	28,488 2,348	29,592 2,432	30,712 2,507	31,856 2,581	33,024 2,655	34,208 2,729	35,408 2,801

EXHIBIT F

UNIT II (Other than Crossing Guards)
Effective October 1, 1991

AGE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE RATE		TOP BASE RATE NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE & 6 YRS. STEP & 10 YR. STEP & 16 YR. STEP & 20 YR. STEP & 25 YR.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	AFTER 1 YR. CONT. SERV.	
		NEXT 12 MONTHS	NEXT 12 MONTHS																
ANNUAL MONTHLY	11,196 939	11,736 978	12,336 1,028	12,936 1,078	13,596 1,133	14,268 1,189	14,964 1,247	15,660 1,305	16,404 1,367	17,208 1,434	18,004 1,507	18,804 1,577	19,604 1,646	20,404 1,716	21,208 1,786	22,004 1,855	22,804 1,925	23,604 2,000	24,404 2,075
ANNUAL MONTHLY	11,716 978	12,336 1,028	12,936 1,078	13,596 1,133	14,268 1,189	14,964 1,247	15,660 1,305	16,404 1,367	17,208 1,434	18,004 1,507	18,804 1,577	19,604 1,646	20,404 1,716	21,208 1,786	22,004 1,855	22,804 1,925	23,604 2,000	24,404 2,075	25,208 2,150
ANNUAL MONTHLY	12,336 1,028	12,936 1,078	13,536 1,133	14,124 1,177	14,608 1,234	15,560 1,305	16,248 1,354	17,052 1,421	17,904 1,492	18,804 1,567	19,740 1,646	20,720 1,726	21,744 1,811	22,812 1,901	23,928 1,992	25,092 2,094	26,312 2,208	27,584 2,336	28,912 2,476
ANNUAL MONTHLY	12,936 1,078	13,452 1,121	14,124 1,177	14,808 1,234	15,504 1,292	16,404 1,367	17,208 1,434	18,084 1,507	18,984 1,582	19,944 1,662	20,952 1,746	22,000 1,831	23,096 1,919	24,240 2,010	25,480 2,110	26,816 2,225	28,248 2,356	29,784 2,500	31,416 2,648
ANNUAL MONTHLY	13,596 1,133	14,268 1,189	14,964 1,247	15,660 1,305	16,404 1,367	17,208 1,434	18,084 1,507	18,984 1,582	19,944 1,662	20,952 1,746	22,000 1,831	23,096 1,919	24,240 2,010	25,480 2,110	26,816 2,225	28,248 2,356	29,784 2,500	31,416 2,648	33,144 2,808
ANNUAL MONTHLY	14,196 1,191	14,964 1,247	15,732 1,305	16,500 1,367	17,268 1,425	18,036 1,483	18,804 1,541	19,572 1,600	20,340 1,658	21,108 1,716	21,876 1,774	22,644 1,832	23,412 1,890	24,180 1,948	24,948 2,006	25,716 2,064	26,484 2,122	27,252 2,180	28,020 2,238
ANNUAL MONTHLY	14,796 1,249	15,564 1,307	16,332 1,369	17,100 1,431	17,868 1,493	18,636 1,555	19,404 1,617	20,172 1,679	20,940 1,741	21,708 1,803	22,476 1,865	23,244 1,927	24,012 1,989	24,780 2,051	25,548 2,113	26,316 2,175	27,084 2,237	27,852 2,299	28,620 2,361
ANNUAL MONTHLY	15,396 1,307	16,164 1,369	16,932 1,431	17,700 1,493	18,468 1,555	19,236 1,617	20,004 1,679	20,772 1,741	21,540 1,803	22,308 1,865	23,076 1,927	23,844 1,989	24,612 2,051	25,380 2,113	26,148 2,175	26,916 2,237	27,684 2,299	28,452 2,361	29,220 2,423
ANNUAL MONTHLY	15,996 1,365	16,764 1,431	17,532 1,493	18,300 1,555	19,068 1,617	19,836 1,679	20,604 1,741	21,372 1,803	22,140 1,865	22,908 1,927	23,676 1,989	24,444 2,051	25,212 2,113	25,980 2,175	26,748 2,237	27,516 2,299	28,284 2,361	29,052 2,423	29,820 2,485
ANNUAL MONTHLY	16,596 1,423	17,364 1,493	18,132 1,555	18,900 1,617	19,668 1,679	20,436 1,741	21,204 1,803	21,972 1,865	22,740 1,927	23,508 1,989	24,276 2,051	25,044 2,113	25,812 2,175	26,580 2,237	27,348 2,299	28,116 2,361	28,884 2,423	29,652 2,485	30,420 2,547
ANNUAL MONTHLY	17,196 1,481	17,964 1,555	18,732 1,617	19,500 1,679	20,268 1,741	21,036 1,803	21,804 1,865	22,572 1,927	23,340 1,989	24,108 2,051	24,876 2,113	25,644 2,175	26,412 2,237	27,180 2,299	27,948 2,361	28,716 2,423	29,484 2,485	30,252 2,547	31,020 2,609
ANNUAL MONTHLY	17,796 1,539	18,564 1,617	19,332 1,679	20,100 1,741	20,868 1,803	21,636 1,865	22,404 1,927	23,172 1,989	23,940 2,051	24,708 2,113	25,476 2,175	26,244 2,237	27,012 2,299	27,780 2,361	28,548 2,423	29,316 2,485	30,084 2,547	30,852 2,609	31,620 2,671
ANNUAL MONTHLY	18,396 1,597	19,164 1,679	19,932 1,741	20,700 1,803	21,468 1,865	22,236 1,927	23,004 1,989	23,772 2,051	24,540 2,113	25,308 2,175	26,076 2,237	26,844 2,299	27,612 2,361	28,380 2,423	29,148 2,485	29,916 2,547	30,684 2,609	31,452 2,671	32,220 2,733
ANNUAL MONTHLY	18,996 1,655	19,764 1,741	20,532 1,803	21,300 1,865	22,068 1,927	22,836 1,989	23,604 2,051	24,372 2,113	25,140 2,175	25,908 2,237	26,676 2,299	27,444 2,361	28,212 2,423	28,980 2,485	29,748 2,547	30,516 2,609	31,284 2,671	32,052 2,733	32,820 2,795
ANNUAL MONTHLY	19,596 1,713	20,364 1,803	21,132 1,865	21,900 1,927	22,668 1,989	23,436 2,051	24,204 2,113	24,972 2,175	25,740 2,237	26,508 2,299	27,276 2,361	28,044 2,423	28,812 2,485	29,580 2,547	30,348 2,609	31,116 2,671	31,884 2,733	32,652 2,795	33,420 2,857
ANNUAL MONTHLY	20,196 1,771	20,964 1,865	21,732 1,927	22,500 1,989	23,268 2,051	24,036 2,113	24,804 2,175	25,572 2,237	26,340 2,299	27,108 2,361	27,876 2,423	28,644 2,485	29,412 2,547	30,180 2,609	30,948 2,671	31,716 2,733	32,484 2,795	33,252 2,857	34,020 2,919
ANNUAL MONTHLY	20,796 1,829	21,564 1,927	22,332 1,989	23,100 2,051	23,868 2,113	24,636 2,175	25,404 2,237	26,172 2,299	26,940 2,361	27,708 2,423	28,476 2,485	29,244 2,547	30,012 2,609	30,780 2,671	31,548 2,733	32,316 2,795	33,084 2,857	33,852 2,919	34,620 2,981
ANNUAL MONTHLY	21,396 1,887	22,164 1,989	22,932 2,051	23,700 2,113	24,468 2,175	25,236 2,237	26,004 2,299	26,772 2,361	27,540 2,423	28,308 2,485	29,076 2,547	29,844 2,609	30,612 2,671	31,380 2,733	32,148 2,795	32,916 2,857	33,684 2,919	34,452 2,981	35,220 3,043
ANNUAL MONTHLY	21,996 1,945	22,764 2,051	23,532 2,113	24,300 2,175	25,068 2,237	25,836 2,299	26,604 2,361	27,372 2,423	28,140 2,485	28,908 2,547	29,676 2,609	30,444 2,671	31,212 2,733	31,980 2,795	32,748 2,857	33,516 2,919	34,284 2,981	35,052 3,043	35,820 3,105
ANNUAL MONTHLY	22,596 2,003	23,364 2,113	24,132 2,175	24,900 2,237	25,668 2,299	26,436 2,361	27,204 2,423	27,972 2,485	28,740 2,547	29,508 2,609	30,276 2,671	31,044 2,733	31,812 2,795	32,580 2,857	33,348 2,919	34,116 2,981	34,884 3,043	35,652 3,105	36,420 3,167
ANNUAL MONTHLY	23,196 2,061	23,964 2,217	24,732 2,279	25,500 2,339	26,268 2,401	27,036 2,463	27,804 2,525	28,572 2,587	29,340 2,649	30,108 2,711	30,876 2,773	31,644 2,835	32,412 2,897	33,180 2,959	33,948 3,021	34,716 3,083	35,484 3,145	36,252 3,207	37,020 3,269
ANNUAL MONTHLY	23,796 2,119	24,564 2,317	25,332 2,381	26,100 2,441	26,868 2,503	27,636 2,565	28,404 2,627	29,172 2,689	29,940 2,751	30,708 2,813	31,476 2,875	32,244 2,937	33,012 3,001	33,780 3,065	34,548 3,129	35,316 3,191	36,084 3,253	36,852 3,317	37,620 3,381
ANNUAL MONTHLY	24,396 2,177	25,164 2,417	25,932 2,481	26,700 2,545	27,468 2,607	28,236 2,669	29,004 2,729	29,772 2,791	30,540 2,853	31,308 2,915	32,076 2,977	32,844 3,039	33,612 3,101	34,380 3,165	35,148 3,229	35,916 3,291	36,684 3,353	37,452 3,417	38,220 3,481
ANNUAL MONTHLY	24,996 2,235	25,764 2,517	26,532 2,581	27,300 2,649	28,068 2,711	28,836 2,773	29,604 2,835	30,372 2,897	31,140 2,959	31,908 3,021	32,676 3,083	33,444 3,145	34,212 3,207	34,980 3,269	35,748 3,331	36,516 3,393	37,284 3,457	38,052 3,519	38,820 3,581
ANNUAL MONTHLY	25,596 2,293	26,364 2,617	27,132 2,685	27,900 2,751	28,668 2,813	29,436 2,875	30,204 2,937	30,972 3,001	31,740 3,065	32,508 3,129	33,276 3,191	34,044 3,253	34,812 3,317	35,580 3,381	36,348 3,445	37,116 3,509	37,884 3,573	38,652 3,637	39,420 3,699
ANNUAL MONTHLY	26,196 2,351	26,964 2,717	27,732 2,781	28,500 2,845	29,268 2,907	30,036 2,969	30,804 3,031	31,572 3,095	32,340 3,157	33,108 3,219	33,876 3,281	34,644 3,345	35,412 3,409	36,180 3,473	36,948 3,537	37,716 3,601	38,484 3,665	39,252 3,729	40,020 3,791
ANNUAL MONTHLY	26,796 2,409	27,564 2,817	28,332 2,881	29,100 2,949	29,868 3,011	30,636 3,073	31,404 3,135	32,172 3,199	32,940 3,261	33,708 3,323	34,476 3,385	35,244 3,449	36,012 3,511	36,780 3,575	37,548 3,639	38,316 3,703	39,084 3,767	39,852 3,831	40,620 3,895
ANNUAL MONTHLY	27,396 2,467	28,164 2,917	28,932 2,985	29,700 3,053	30,468 3,117	31,236 3,179	32,004 3,241	32,772 3,305	33,540 3,367	34,308 3,429	35,076 3,493	35,844 3,557	36,612 3,619	37,380 3,683	38,148 3,747	38,916 3,811	39,684 3,875	40,452 3,939	41,220 4,003
ANNUAL MONTHLY	27,996 2,525	28,764 2,977	29,532 3,049	30,300 3,117	31,068 3,181	31,836 3,245	32,604 3,309	33,372 3,373	34,140 3,437	34,908 3,501	35,676 3,565	36,444 3,629	37,212 3,693	37,980 3,757	38,748 3,821	39,516 3,885	40,284 3,949	41,052 4,013	41,820 4,077
ANNUAL MONTHLY	28,596 2,583	29,364 3,077	30,132 3,153	30,900 3,221	31,668 3,285	32,436 3,349	33,204 3,413	33,972 3,477	34,740 3,541	35,508 3,605	36,276 3,669	37,044 3,733	37,812 3,797	38,580 3,861	39,348 3,925	40,116 3,989	40,884 4,053	41,652 4,117	42,420 4,181
ANNUAL MONTHLY	29,196 2,641	29,964 3,177	30,732 3,253	31,500 3,321	32,268														

EXHIBIT G
CROSSING GUARDS - Hourly Rates

	Effective 7/1/88	Effective 7/1/89	Effective 7/1/90	Effective 10/1/90	Effective 7/1/91	Effective 10/1/91
Entry Rate	\$5.92	\$6.10	\$6.22	\$6.38	\$6.57	\$6.83
Step 2 after 1 year at at entry)	6.21	6.40	6.53	6.69	6.89	7.17
Step 3 (after 1 year at step 2)	6.52	6.71	6.84	7.01	7.22	7.51
Step 4 (after 1 year at step 3)	6.85	7.06	7.20	7.38	7.60	7.90
Step 5 (after 1 year at step 4)	7.17	7.39	7.54	7.73	7.96	8.28
Step 6 (after 1 year at step 5 6 yrs. of service)	7.54	7.77	7.93	8.13	8.37	8.70
Step 7 (after 1 year at step 6 10 yrs. of service)	7.93	8.16	8.23	8.44	8.69	9.04
Step 8 (after 1 year at step 7 15 yrs. of service)	8.33	8.58	8.75	8.97	9.24	9.61
Step 9 (after 1 year at step 8 20 yrs. of service)	8.73	8.99	9.17	9.40	9.68	10.07
Step 10 (after 1 year at step 9 25 yrs. of service)	9.19	9.47	9.66	9.95	10.25	10.66

UNIT II CLASSIFICATIONS AND SALARY GRADES

Grade 5	Community Service Aide
Grade 6	Security Guard - CATC
Grade 8	Animal Control Officer Aide Parking Enforcement Aide Security Guard
Grade 9	Senior Security Guard Senior Public Safety Aide
Grade 10	Animal Control Officer Traffic Control Aide
Grade 11	Animal Control Inspector Detention Aide
Grade 12	Coordinator of Fire Safety - Handicapped Police Dispatcher Aide
Grade 14	District Coordinator Beat Rep. Program
SR	Crossing Guard

(Continued from page 15907)

2. Applicants must be full-time (a minimum of 35 hrs. a week) or part-time (more than 17 1/2 but less than 35 hrs. a week) employees. Emergency appointments, seasonal employees, student-as-trainees and other student employees are not eligible.

B. Educational And Vocational/Technical Institutions.

1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois.
2. Colleges and Universities must be accredited by the North Central Association of Colleges and Secondary Schools.
3. Technical/Vocational Institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.
4. Courses offered at schools not so accredited may be approved by the Department of Personnel, if such courses have been authorized by a licensing board and/or professional association.

C. Course Of Study.

Courses of study must be related to the employee's current work or probable future work with the City of Chicago.

III. Conditions And Limitations On Reimbursement:

- A. Reimbursement is limited to two courses per term.
- B. Reimbursement is for tuition only: cost for books, lab fees, late penalties, supplies and other special fees are not reimbursable.
- C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
- D. Tuition fees paid to any City College of Chicago will Not be reimbursed.
- E. Reimbursement will be based on available funds.

- F. The application must be approved by the employee's Department Head or designated authority and by the Department of Personnel.
- G. All applications must be submitted to the Department of Personnel within 30 days after the date classes begin.
- H. In the case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Personnel prior to the date of the seminar.
- I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, Release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Personnel. Carbon, photostatic, or Xerox copies will not be accepted.
- J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Personnel. Unless this procedure is followed, reimbursement will not be paid.

IV. Application Procedure:

A. Undergraduate Student.

- 1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).
- 2. Complete one (1) copy of the Release Financial Aid Information form (PER-51).
- 3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff and Organization Development, City Hall--Room 1101.
- 4. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by the Department of Personnel, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate And Vocational/Technical Students.

- 1. Complete steps A1--4 as above.

2. Prepare a letter of explanation to the Commissioner of Personnel, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Personnel. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants.

1. Complete two (2) copies of the PER-50 form.
2. Immediately send one (1) copy of the PER-50 form without the departmental signatures to the Department of Personnel.
3. Send the copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature.
4. Complete step B-2. The letter requested in this step must be approved prior to the start of the seminar.

V. Reimbursement Rates: Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Personnel.

The rates are as follows:

A. Undergraduate School.

1. Grade "A": Full time--100%; Part time--50%.
2. Grades "B" and "C": Full time--57%; Part time--37 1/2%.

B. Graduate and Professional School.

1. Grade "A": Full time--100%; Part time--50%.
2. Grade "B": Full time--75%; Part time--37 1/2%.

(Grades of "C" are Not reimbursable at this level of study)

C. Grades of "Pass" in a course graded on a Pass/Fail basis: Full time--75%; Part time--37 1/2%.

D. Work-related seminars are reimbursed for the registration fee only.

VI. Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Personnel will, in all cases, exercise the final judgment as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

The Department of Personnel will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

ISSUANCE OF FINAL LOAN COMMITMENTS TO NINE RECIPIENTS
UNDER DEPARTMENT OF HOUSING MULTI-FAMILY
REHABILITATION PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of final loan commitments to nine recipients under the Department of Housing Multi-Family Rehabilitation Program.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City of Chicago has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of nine (9) low interest rehabilitation loans in the aggregate amount of \$6,748,302 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$7,813,527 in private investment for the rehabilitation of 572 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the U. S. Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owner/borrowers itemized in Exhibit "A" for the respective loan amounts listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

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

Exhibit "A".

Owner/Borrower Address/No. Of Units	Private Financing	MULTI/Program Rental Rehab.
Avi Farkas 3108 W. Walton 12 DU's	\$188,000	\$276,000
John Roberts 4752 S. Ellis 8 DU's	\$177,156	\$90,000
Central West Development 1530 N. Kedzie 50 DU's	\$1,433,782	\$1,410,000
The Neighborhood Institute 7000-04 S. Merrill 16 DU's	\$257,240	\$372,000
Walter N. Thomas 6949 S. Paxton 31 DU's	\$355,000	\$541,868
McDermott Foundation 932 W. Washington 73 DU's	\$2,000,000	\$1,500,000
Urban Development Corp. 5011 S. Forrestville 5036 S. Evans 726 E. 51st St. 57 DU's	\$1,529,528	\$1,760,934
Y.M.C.A. of Metropolitan Chicago 501 N. Central 290 DU's	\$500,000	\$500,000

Owner/Borrower Address/No. Of Units	Private Financing	MULTI/Program Rental Rehab.
Dickens Associates 3625--3629 W. Dickens 34 DU's	\$1,380,821	\$297,500
Total City Funds	\$6,748,302	
Total Private Funds	\$7,813,527	
Total Development Costs	\$14,561,829	
Total DU's	572	

SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT TO UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
FOR HOWARD STREET RETAIL
TRANSIT CENTER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in the amount of \$3,000,000.00 for the Howard Street Retail Transit Center.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to same at 1:10 P.M.

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, H.R.T. Associates has proposed to build a 200,000 square foot shopping facility to the east of Clark Street and south of Howard Street; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$3,000,000 to be used along with \$20,688,643 of private funds to construct the facility; and

WHEREAS, This proposed facility is located in an area which the City through its Commercial District Development Commission, is presently considering for designation as a tax increment financing redevelopment project area known as the Howard-Paulina Redevelopment Area; now, therefore,

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

SECTION 1. That the Acting Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$3,000,000 for the Howard Street Retail Transit Center.

SECTION 2. That the Acting Mayor of the City of Chicago and the Commissioner of Economic Development are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the project.

SECTION 4. That it is anticipated that this project will complement the tax increment financing redevelopment project presently under consideration.

SECTION 5. That to the extent any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provision of this ordinance shall be controlling.

SECTION 6. That this ordinance shall be effective by and from the date of its passage.

SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT ACTION
GRANT TO UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT FOR CHICAGO UNION STATION
TRANSIT AND REHABILITATION PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in the amount of \$4,000,000.00 for the Chicago Union Station Transit and Rehabilitation project.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to same at 1:12 P.M.

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, U. S. Equities Station Development Corporation has proposed to renovate 250,000 square feet of passage space at Chicago Union Station below the 225 South Canal building; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$4,000,000 to be used along with \$33,692,106 of private funds to construct the facility; now, therefore,

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

SECTION 1. That the Acting Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an

Urban Development Action Grant in the amount of \$4,000,000 for the Chicago Union Station Transit and Retail Facility Rehabilitation project.

SECTION 2. That the Acting Mayor of the City of Chicago and the Commissioner of Economic Development are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the project.

SECTION 4. That to the extent any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provision of this ordinance shall be controlling.

SECTION 5. That this ordinance shall be effective by and from the date of its passage.

SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT ACTION
GRANT TO UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT FOR COUNTRY CLUB
CROSSING SHOPPING CENTER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in the amount of \$415,000.00, for the Country Club Crossing Shopping Center.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to same at 1:14 P.M.

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, City Lands Corporation/Neighborhood Institute Partnership proposed to build a 31,800 square foot shopping center facility at the intersection of East 71st Street and South Shore Drive; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$415,000 to be used along with \$3,393,639 of private funds to construct the facility; now, therefore,

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

SECTION 1. That the Acting Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$415,000 for Country Club Crossing Shopping Center.

SECTION 2. That the Acting Mayor of the City of Chicago and the Commissioner of Economic Development are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the project.

SECTION 4. That to the extent any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provision of this ordinance shall be controlling.

SECTION 5. That this ordinance shall be effective by and from the date of its passage.

SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT ACTION
GRANT TO UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT FOR ENTERPRISE
BUSINESS PARK PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in the amount of \$3,185,000 for the Enterprise Business Park Project.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

Nays -- Alderman Krystyniak -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to same at 1:15 P.M.

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Enterprise Park Association has proposed to build a 299,000 square foot light industrial and commercial facility bounded by Halsted, Morgan, Washington and Monroe Streets; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$3,185,000 to be used along with \$25,433,185 of private funds to construct the facility; now, therefore,

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

SECTION 1. That the Acting Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an

Urban Development Action Grant in the amount of \$3,185,000 for the Enterprise Business Park project.

SECTION 2. That the Acting Mayor of the City of Chicago and the Commissioner of Economic Development are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Project.

SECTION 4. That to the extent any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provisions of this ordinance shall be controlling.

SECTION 5. That this ordinance shall be effective by and from the date of its passage.

EXECUTION OF WATER SUPPLY CONTRACT WITH CITIZENS UTILITIES COMPANY OF ILLINOIS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Water Supply Contract between the City of Chicago and the Citizens Utilities Company of Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 Acting Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, a Water Supply Contract between the City of Chicago and the Citizens Utilities Company of Illinois to be substantially in the form as follows:

[Water Supply Contract immediately follows
Section 2 of this ordinance.]

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

Water Supply Contract attached to this ordinance reads as follows:

Water Supply Contract Between The City Of Chicago

And The Citizens Utilities Company Of Illinois.

This contract made and entered into this _____ day of _____ A.D. 1988, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Citizens Utilities Company of Illinois in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

Witnesseth:

Whereas, said City of Chicago and the Citizens Utilities Company of Illinois entered into a ten year contract on the 8th day of July A.D., 1977, which has expired, for the furnishing from the City's water mains at the City limits, North Canfield Avenue and West Bryn Mawr Avenue a supply of water for customers located within the territorial limits of the Moreland subdivision in Norwood Park Township supplied by the Citizens Utilities Company of Illinois water system not to exceed an annual average of 71,230 gallons per day for the ten year agreement with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, said City of Chicago and the Citizens Utilities Company of Illinois entered into a First Amendment to the Water Supply Contract on the 19th day of June 1981 A.D. for the purpose of increasing the amount of water from 71,230 to 72,230 gallons per day in order to supply four (4) lots in the City of Chicago on Fairview Avenue, Numbers 5651, 5655, 5657, 5661; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Citizens Utilities Company Of Illinois and furnish water from existing connection to City's water mains at the City limits at North Canfield Avenue and West Bryn Mawr Avenue;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows;

A. Service To Be Furnished.

(1) The City agrees to furnish to the Citizens Utilities Company Of Illinois and the Citizens Utilities Company of Illinois agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits at North Canfield Avenue and West Bryn Mawr Avenue to be used by the Citizens Utilities Company of Illinois in supplying water to its customers located within the territorial limits of the Moreland subdivision in Norwood Park Township and to the seven (7) lots in the City of Chicago, 8240 West Seminole Avenue and 5651, 5654, 5655, 5657, 5658, 5661 Fairview Avenue.

B. Quantity Of Water To Be Furnished.

(1) For customers of the Citizens Utilities Company Of Illinois water system the quantities of water for the years are as indicated:

Year	Annual Average Daily Quantity In Gallons
1987	72,230
1988	72,230
1989	72,230
1990	72,230
1991	72,230
1992	72,230
1993	72,230
1994	72,230
1995	72,230

Year	Annual Average Daily Quantity In Gallons
1996	72,230
1997	72,230

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal of water from the City's mains shall not exceed twice the annual average daily contract amount.

(3) The Citizens Utilities Company Of Illinois shall install rate of flow and pressure recording equipment for the meter located in the meter vault on existing water service connection to City's water main at the City limits, N. Canfield Avenue and W. Bryn Mawr Avenue. This equipment is to work in conjunction with a straight flow-through high velocity turbo or turbine type water meter. When requested by the City's Commissioner of Water, the Citizens Utilities Company Of Illinois shall provide the necessary equipment to transmit rate of flow and pressure readings to a location designated by the City. All devices necessary for the transmission of rate of flow and pressure readings of water furnished shall be provided and maintained by the Citizens Utilities Company of Illinois. The transmission of rate of flow and pressure readings shall be to a location designated by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending ten years from the date hereof and retroactive to July 9, 1987, subject, however, to the option of the Citizens Utilities Company Of Illinois to renew said contract for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and

description which may arise as a result of making this contract and furnishing water hereunder.

(6) The Citizens Utilities Company Of Illinois may, by permission of the City's Commissioner of Water, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirements.

(7) At the end of each calendar year during term of this contract and not later than March 31st of each year, the Citizens Utilities Company Of Illinois agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and premise on which rates have been furnished.

(8) The Citizens Utilities Company Of Illinois shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers.

III. Reservations.

(9) In the event of a default in payment of a water bill by the Citizens Utilities Company Of Illinois the City reserves the right to require the Citizens Utilities Company Of Illinois to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(10) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Citizens Utilities Company Of Illinois.

IV. Water Quality.

(11) The City shall supply the Citizens Utilities Company Of Illinois with water of a quality commensurate with that furnished to its consumers within its City limits.

(12) The Citizens Utilities Company Of Illinois shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(13) The Citizens Utilities Company Of Illinois bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(14) The Citizens Utilities Company Of Illinois shall notify and keep the City informed

of the responsible individual in charge of operations.

(15) The Citizens Utilities Company Of Illinois shall immediately notify the City's Commissioner of Water of any emergency or conditions which may affect the quality of water in either party's system.

(16) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Citizens Utilities Company Of Illinois and to perform required tests.

V. Equipment Operation.

(17) The Citizens Utilities Company Of Illinois shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(18) The Citizens Utilities Company Of Illinois shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(19) The Citizens Utilities Company Of Illinois shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Citizens Utilities Company Of Illinois prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Citizens Utilities Company of Illinois shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times. The Citizens Utilities Company of Illinois shall provide a tee and valve down stream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Citizens Utilities Company of Illinois shall provide one - one inch pipe size test tap in the inlet pipe ahead of the header pipe.

(20) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Citizens Utilities Company of Illinois shall pay for repairs and replacement made. Complete replacement of meters shall be the responsibility of the Citizens Utilities Company of Illinois.

(21) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's

Commissioner of Water for the purpose of billing the Citizens Utilities Company of Illinois. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

VI. Rates And Discounts.

(22) Charges for water furnished to the Citizens Utilities Company of Illinois shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(23) The Citizens Utilities Company of Illinois shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

In Witness Whereof, the City of Chicago has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the Citizens Utilities Company of Illinois has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its General Manager and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF FIRST AMENDMENT TO EXISTING WATER SUPPLY CONTRACT WITH VILLAGE OF MC COOK.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Amendment to the existing Water Supply Contract between the City of Chicago and the Village of McCook.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 Acting Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, a first amendment to the Water Supply Contract between the City of Chicago and the Village of McCook to be substantially in the form as follows:

[First Amendment to Water Supply Contract immediately follows
Section 2 of this ordinance.]

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

First Amendment to Water Supply Contract attached to this ordinance reads as follows:

First Amendment To

Water Supply Contract Between The City Of Chicago

And The Village Of McCook.

This contract made and entered into this ____ day of _____ A.D. 1988, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Village of McCook in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

Witnesseth:

Whereas, said City of Chicago and the Village of McCook entered into a ten year contract on the 7th day of September A.D. 1982, for the furnishing from the City's water mains at the City limits, West 31st Street and South Kilbourn Avenue and for emergency use only at First Avenue and south right-of-way of the Chicago, Burlington and Quincy Railroad a supply of water for customers supplied by the Village of McCook water system not to exceed an annual average of 10,624,000 gallons per day in 1982 increasing to 10,797,400 gallons per day in 1991 with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, the Village of Lyons has requested an emergency connection from the Village of McCook at South Lawndale Avenue and West 47th Street in the Village of McCook;

Now, Therefore, in consideration of the mutual advantage of both parties:

The City of Chicago approves the proposed installation for an emergency water supply connection between the Village of McCook and the Village of Lyons at South Lawndale Avenue and West 47th Street in the Village of McCook. The connection is to be used only during times of emergency when the needs of the Village of Lyons cannot be met in total by the Brookfield-North Riverside Water Commission. The total amount of water taken by the Village of Lyons from the Village of McCook and the Brookfield-North Riverside Water Commission is limited to the water allocation as made by Opinion and Order L.M.O. 80-4 of the State of Illinois, Department of Transportation for the Village of Lyons.

The aforesaid Water Supply Contract made by and between the City of Chicago and the Village of McCook on the 7th day of September A.D. 1982 shall remain in full force and effect except as amended by the amended contract.

In Witness Whereof, the City Of Chicago has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the Village of McCook has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF FIRST AMENDMENT TO EXISTING WATER
SUPPLY CONTRACT WITH JUSTICE-WILLOW SPRINGS
WATER COMMISSION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Amendment to an existing Water Supply Contract between the City of Chicago and the Justice-Willow Springs Water Commission.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers 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 Acting Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, a first amendment to the Water Supply Contract between the City of Chicago and the Justice-Willow Springs Water Commission to be substantially in form as follows:

[First Amendment to Water Supply Contract immediately
follows Section 2 of this ordinance.]

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

First Amendment to Water Supply Contract attached to this ordinance reads as follows:

First Amendment To

Water Supply Contract Between The City Of Chicago

And The Justice-Willow Springs Water Commission.

This contract made and entered into this _____ day of A.D. 1988, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Justice-Willow Springs Water Commission in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

Witnesseth:

Whereas, said City of Chicago and the Justice-Willow Springs Water Commission entered into a ten year contract on the 18th day of January, 1983 for the furnishing from the City's water mains at the City limits, South Old Harlem Avenue and West 65th Street

a supply of water for customers supplied by the Justice-Willow Springs Water Commission water system not to exceed an annual average of 4,178,000 gallons in 1983 increasing to 5,509,200 gallons in 1992 with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, the Justice-Willow Springs Water Commission wishes to obtain a quality of water from the City of Chicago for resale to the Village of Willowbrook;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

(1) The City agrees to furnish to the Justice-Willow Springs Water Commission and the Justice-Willow Springs Water Commission agrees to purchase and take from the City under and in accordance with the terms hereof, an additional supply of water for resale to the Village of Willowbrook.

(2) For customers of the Justice-Willow Springs Water Commission water system and to include additional amounts of water for resale to the Villages of Justice, Willow Springs, Hickory Hills, Burr Ridge and Willowbrook, the quantities of water for the years are as indicated:

Year	Annual Average Daily Quantity In Gallons
1988	5,406,000
1989	5,562,000
1990	5,719,000
1991	5,874,100
1992	6,028,200

These quantities of water are in accordance with the allocations made to the five (5) villages by Opinion and Order LMO 80-4 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the City's Commissioner of Water if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for the five (5) villages.

(3) The quantities of water to be furnished are to be supplied to the five (5) villages for the years as indicated:

Annual Average Daily Quantity In Gallons.

Year	Village Of Justice	Village Of Willow Springs	Village Of Hickory Hills	Village Of Burr Ridge	Village Of Willowbrook
1988	1,354,000	920,000	1,290,000	1,353,000	489,000
1989	1,372,000	925,000	1,299,000	1,470,000	496,000
1990	1,390,000	931,000	1,308,000	1,586,000	504,000
1991	1,429,000	932,200	1,313,000	1,687,900	512,000
1992	1,468,000	933,400	1,318,000	1,789,800	519,000

These quantities of water are in accordance with the allocations made to the five (5) villages by Opinion and Order LMO 80-4 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the City's Commissioner of Water if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for the five (5) villages.

(4) The aforesaid Water Supply Contract made by and between the City of Chicago and the Justice-Willow Springs Water Commission on the 18th day of January A.D. 1983 shall remain in full force and effect except as amended by this amended contract.

In Witness Whereof, the City of Chicago has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the Justice-Willow Springs Water Commission has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Chairman of Board of Commissioners and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF FIRST AMENDMENT TO EXISTING
WATER SUPPLY CONTRACT WITH VILLAGES
OF WESTCHESTER AND BROADVIEW.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Amendment

to an existing Water Supply Contract between the City of Chicago and the Villages of Westchester and Broadview, jointly.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a first amendment to the Water Supply Contract between the City of Chicago and the Village of Westchester and the Village of Broadview, jointly, to be substantially in form as follows:

[First Amendment to Water Supply Contract immediately follows
Section 2 of this ordinance.]

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

First Amendment to Water Supply Contract attached to this ordinance reads as follows:

First Amendment To

Water Supply Contract Between The City Of Chicago

And The Villages Of Westchester And Broadview, Jointly.

This contract made and entered into this _____ day of _____, 1988, and executed in sextuplicate originals (each executed copy constituting an original) by and between the party of the first part, the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, and the party of the

second part, the Villages of Westchester and Broadview, jointly, both located in Cook County, Illinois, within the Metropolitan Sanitary District of Greater Chicago.

Witnesseth:

Whereas, said City of Chicago and the Villages of Westchester and Broadview, jointly, entered into a ten year contract on April 23, 1979 for the furnishing of water from the City's water mains located at the City limits, at South Austin Boulevard and just south of West Railroad Avenue; and

Whereas, the contract provides that the supply of water for customers is supplied jointly by the Village of Westchester and the Village of Broadview, such water system not to exceed an annual average of 5,248,000 gallons per day in 1979 and decreasing to 4,331,000 gallons per day in 1988 with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, the Veterans Administration Hines Hospital is supplied with water by the Villages of Westchester and Broadview, jointly, and is located on a federal reservation; and, therefore, it is not restricted to a State of Illinois water allocation; and

Whereas, the Villages of Westchester and Broadview are limited to the water allocation as made by Opinion and Order L.M.O. 80-4 of the State of Illinois, Department of Transportation; and

Whereas, the City of Chicago desires to eliminate paragraphs (27) and (28) on page 6 of the contract with the Villages of Westchester and Broadview, jointly, which paragraphs provide that charges for water furnished through the Villages of Westchester and Broadview joint water system to customers outside the corporate limits or in unincorporated areas or not within the Metropolitan Sanitary District are to be fifty percent higher than the charge for like large quantities of water furnished through meters to customers inside the City of Chicago;

Now, Therefore, in consideration of the mutual advantages of both parties:

The City of Chicago agrees to remove from the contract with the Villages of Westchester and Broadview, jointly, paragraphs (27) and (28) on page 6 of the contract.

The aforesaid Water Supply Contract made by and between the City of Chicago and the Villages of Westchester and Broadview, jointly, on April 23, 1979 shall remain in full force and effect except as modified by this amendment.

[Signature forms omitted for printing purposes.]

EXECUTION OF FIRST AMENDMENT TO EXISTING WATER
SUPPLY CONTRACT WITH VILLAGE OF WORTH.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Amendment to an existing Water Supply Contract between the City of Chicago and the Village of Worth.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a first amendment to the Water Supply Contract between the City of Chicago and the Village of Worth to be substantially in form as follows:

[First Amendment to Water Supply Contract immediately
follows Section 2 of this ordinance.]

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

First Amendment to Water Supply Contract attached to this ordinance reads as follows:

First Amendment To

Water Supply Contract Between The City Of Chicago

And The Village Of Worth.

This contract made and entered into this 16th day of February A.D. 1988, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Village of Worth in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago, party of the second part.

Witnesseth:

Whereas, said City of Chicago and the Village of Worth entered into a ten year contract on the 6th day of November A.D. 1979 for the furnishing from the City's water mains at the City limits, South Cicero Avenue and West 85th Street a supply of water for customers supplied by the Village of Worth water system not to exceed an annual average of 930,834 gallons per day in 1979 increasing to 1,138,000 gallons per day in 1988 with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, the Village of Worth is limited to the water allocation as made by Opinions and Order LMO 80-4 of the State of Illinois, Department of Transportation; and

Whereas, the City of Chicago desires to eliminate paragraphs (27) and (28) on page 7 of the contract with the Village of Worth, which paragraphs provide that charges for water furnished through the Village of Worth water system to customers outside its corporate limits or in unincorporated areas or not within the Metropolitan Sanitary District are to be fifty percent higher than the charges for like large quantities of water furnished through meters to customers inside the City of Chicago;

Now, Therefore, in consideration of the mutual advantages of both parties:

The City of Chicago agrees to remove from the Village of Worth contract paragraphs (27) and (28) on page 7 of the contract.

The aforesaid Water Supply Contract made by and between the City of Chicago and the Village of Worth on the 6th day of November A.D. 1979 shall remain in full force and effect except as amended by this amended contract.

In Witness Whereof, the City of Chicago has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the Village of Worth has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF AGREEMENT WITH ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY FOR YEAR 1989 AIR
QUALITY GRANT FUNDS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago and the Illinois Environmental Protection Agency for Year 1989 Air Quality Grant funds in the amount of \$300,000.00 under Section 105 of the Clean Air Act.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to same at 1:16 P.M.

The following is said ordinance as passed:

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

SECTION 1. The Mayor is hereby authorized to execute, on behalf of the City of Chicago, an Agreement for Air Quality Grant for 1989 between the City of Chicago and the Illinois Environmental Protection Agency, in substantially the form attached hereto as Exhibit "A".

SECTION 2. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Agreement For Air Quality Grant For 1989

Between

The City Of Chicago

And

The Illinois Environmental Protection Agency

August, 1988.

Terms Of Agreement.

The Illinois Environmental Protection Agency agrees to provide to the City of Chicago \$300,000 of federal funding under Section 105 of the Clean Air Act from the Illinois Environmental Protection Agency (I.E.P.A.) appropriation for the program outlined in this agreement. The city program will be carried out by the Departments of Consumer Services and Law in cooperation with the Division of Air Pollution Control of the I.E.P.A.

The grant period extends from October 1, 1989, through September 30, 1989. The funds will be transferred to the City of Chicago (hereinafter referred to as "Chicago") by pass through to the city from the Region V office of the U.S. Environmental Protection Agency to the Illinois Environmental Protection Agency.

Chicago will match the federal funds with \$200,000 of local funding, for a total of \$500,000 for the local air quality program under the federal Clean Air Act.

The Chicago program will include the following elements:

- Participation in Regulatory Development and Compliance Enforcement for State Implementation Plan
- Asbestos Demolition Inspections and Enforcement
- Response to Citizen Complaints
- Public Education
- Inspections for Vapor Recovery/Misfueling and Vehicle Tampering

-- Interagency and Interdepartmental Coordination

Commitments of staff, equipment and services to each element are shown in the attached Scope of Work. Also attached are the organizational structure of the Environmental Division of the Department of Consumer Services and details of the program budget with staff positions by title that are committed to the air quality program covered by this agreement.

Further cooperation under Section 105 of the Federal Clean Air Act, Chicago and I.E.P.A. agree on the following provisions:

Chicago:

1. The funds of this grant will not supplant any non-federal funds that would otherwise be available for maintaining the ongoing program supported under Section 105 of the federal law.
2. Chicago agrees to participate with I.E.P.A. in seeking only those regulations by the Illinois Pollution Control Board with which it agrees.
3. Chicago agrees to seek incorporation of State Implementation Plan regulations into Chapter 17 of the City Code but cannot guarantee action by the City Council by a set date.
4. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96--74.
5. Chicago will submit to I.E.P.A. within fifteen (15) days of the end of the quarter a program and financial status report outlining the previous quarter's activities.
6. Chicago agrees to submit to the award official a completed E.P.A. Form 6005-1 within 15 days of the end of each federal fiscal quarter, during which the recipient or its contractors award any subcontracts to minority or women-owned businesses.
7. Chicago agrees that it will comply with the provisions of O.M.B. Circular A-128 governing the audit of state and local governments and Indian Tribe federal assistance recipients for fiscal years that begin after December 31, 1984. (This requirement replaces to C.F.R. 30.540(b) which is based on O.M.B. Circular A-103, Attachment P).

Illinois Environmental Protection Agency:

(I.E.P.A.)

1. I.E.P.A. will provide Chicago with all ambient monitoring data for air quality as often and in a format that is mutually agreeable.
2. I.E.P.A. will also provide Chicago with opportunity to comment on state regulatory proposals.
3. I.E.P.A. will maintain particulate air quality samplers specifically to assist the city with special projects as needed within the city.
4. I.E.P.A. will provide copies of noncompliance reports for industrial sources and inform the city about its enforcement actions.
5. Agreed upon federal dollars will be remitted in four equal payments to Chicago, commencing on October 31, 1988, and within thirty (30) days from the first day of each quarter thereafter. Quarterly payments may be adjusted to more closely reflect actual expenditures, subject to agreement between Chicago and I.E.P.A. The award of funds is contingent upon the fiscal year 1989 and 1990 state appropriation and federal fiscal year 1989 appropriation. If only a partial allocation is given, Chicago will receive only its proportional share of the allocation.
6. Any mid-year request for a change of expenditures which amounts to more than 10 percent of a given line item will be made by letter from Chicago, subject to agreement by I.E.P.A. that will be confirmed by letter.
7. Agreement on use of any unexpended funds at the end of the year will be confirmed by letter agreement between Chicago and I.E.P.A.

Agreed.

Eugene Sawyer, Acting Mayor
City of Chicago

City of Chicago

Bernard Killian, Acting Director
Illinois Environmental Protection
Agency

Scope of Work.

1. Participation In Regulatory Development, Compliance Enforcement For The State Implementation Plan And Coordinating Activities.

Under the Clean Air Act, every state is required to develop a federally approved State Implementation Plan (S.I.P.) for meeting the federally mandated air quality standards. Federal approval for a S.I.P. requires adoption by the state of certain regulations consistent with the federal law.

Failure to obtain federal approval for the S.I.P. and to meet air quality standards by the statutory deadlines makes those areas of the state that are in nonattainment subject to federal sanctions. The lack of such regulations is a factor in the lack of federal approval for the Illinois S.I.P. and therefore is a factor in the construction ban that was imposed on the Chicago area in 1981.

This construction ban prohibits air permits for any new large sources that could emit 100 tons or more per year of certain air pollutants. For this reason, no new large manufacturing facilities can be built in the Chicago area until the state has an approved S.I.P. and compliance with the federal standard for ozone is achieved. Also, compliance for particulate standards is required in certain areas.

Although public concern is growing about emissions of toxic chemicals into the air, current regulations to control such emissions are inadequate. For all these reasons, development of necessary regulations is in the mutual interest of Chicago and the state. Therefore, Chicago will support development of regulatory proposals by the Illinois Pollution Control Board needed to obtain federally approved S.I.P.S. for ozone and particulate matter (PM₁₀) and for sulfur dioxide which is needed elsewhere in the state.

Enforcement for compliance with the State Implementation Plan is also necessary to support achievement of the federally mandated air quality standards. Chicago will support enforcement for compliance with the State Implementation Plan in three ways:

- (1) Chicago will support amendment of the Illinois Environmental Protection Act in ways that will make state regulations more responsive to federal requirements.
- (2) Chicago will seek to modify Chapter 17 of the City Code by July 1, 1989, to incorporate state regulations adopted to meet federal requirements.
- (3) Chicago will monitor the state process of enforcement to assure that the state notifies facilities of violations and seeks voluntary compliance and will undertake enforcement action when necessary.

The strategies necessary to achieve compliance with the federal ozone standard cannot be carried out by Chicago alone. Chicago agrees to act as a liaison with I.E.P.A., U.S.E.P.A. and Cook County on policy-related matters, air pollution aspects of solid waste disposal and public information on air pollution issues.

City support for needed regulatory development, compliance enforcement and coordinating activities will be provided by staff of the Department of Consumer Services and the Law Department (see the interdepartmental agreement, Attachment C).

Work Years 3.5

Costs:

Consumer Services and Law Department

Personnel	\$110,091
Fringe benefits	38,532
Goods and Services	1,380
 Total direct charges	 \$107,481
Local match	42,522
 TOTAL COSTS:	 \$150,003

II Compliance Inspections.

Chicago will support enforcement for compliance with the State Implementation Plan by carrying out two kinds of inspections:

(1) Asbestos demolition inspections.

Chicago will continue to make inspections of all sites where buildings are demolished and where major renovation projects are underway for compliance with the asbestos control requirements of the Clean Air Act. Citations will be issued to non-complying sources.

Copies of citations and a memo on the results of field investigation for each violation will be forwarded to I.E.P.A.

I.E.P.A. will send Chicago quarterly printouts of all notices for asbestos removal received for Chicago. Chicago will fill in the dates of all asbestos inspections and return the printout to I.E.P.A. within 30 days.

Chicago commits to inspect at least one asbestos site for each asbestos removal contractor during the year.

(2) Inspections for vapor recovery/misfueling and vehicle tampering.

Inasmuch as vehicle emissions are the major source of ozone precursors that contribute to the nonattainment status for ozone in the Chicago region, the city will join a multiagency effort to expand inspections for vapor recovery and misfueling and for tampering with the emission control systems of vehicles.

Chicago will also continue to inspect retail gasoline outlets and other gasoline dispensing facilities located in the city for the following factors:

- (a) To ensure compliance with Pollution Control Board Vapor Recovery regulations for hydrocarbon emissions;
- (b) To monitor for the presence of nonallowable lead concentrations in gasoline inventories labeled unleaded;
- (c) To inspect the size of leaded gasoline dispensing nozzles.

Chicago will also continue to inspect vehicle fleets and motor vehicle repair shops for evidence of illegal tampering with emission control equipment. Finally, upon approval of the Administrator of the U.S.E.P.A., Chicago will enforce its ordinance banning the sale of leaded gasoline.

Work Years: 3.88

Costs:

Personnel	\$111,574
Fringe Benefits	39,051
Goods and Services	3,471
 Total direct costs	 \$124,193
Local match	29,902
 TOTAL COSTS:	 \$154,095

III Response To Citizen Complaints.

In addition to investigating citizen complaints for violation of Chapter 17 of the City Code, Chicago will investigate citizen complaints referred by I.E.P.A. In complaint investigation, Chicago will determine whether facilities lack permits required under Pollution Control Board rules and advise I.E.P.A. of the findings.

Work Years **2.77**

Costs:

Personnel \$ 73,556

Fringe Benefits	25,744

Vehicles 2 x \$12,000 = 24,000

Vehicle Maintenance	1,200

Total direct charges: **\$25,200**

Local match: 99,300

TOTAL COSTS: \$124,500

IV Public Education.

Public understanding of the goals and requirements of the Clean Air Act is essential for public support of compliance. Chicago will aggressively seek to educate citizens about air quality issues, including the city's status under the law and the actions that are taken in accordance with the act to protect human health and the environment.

Public education measures will include development of written materials, public service announcements and participation in workshops.

Work Years 1.5

Costs:

Personnel \$32,334

Fringe Benefits	11,317

Printing	3,000

Total direct charges	\$33,926

Local match	12,725

TOTAL COSTS:	\$ 46,851

V. Administration And Support.

Chicago will commit sufficient human and material resources to administer and support adequately all the elements of the 1989 Air Quality Program. This commitment includes periodic monitoring of progress to ensure that daily operations are consistent with program objectives.

Chicago will actively cooperate with I.E.P.A. and U.S.E.P.A. to develop and implement effective strategies for attainment and maintenance of National Ambient Air Quality Standards in the city as promulgated under the Clean Air Act.

To promote ongoing professional development of personnel, Chicago will participate in such organizations as the Air Pollution Control Association (A.P.C.A.) and the Association of Local Air Pollution Control Officials (A.L.A.P.C.O.).

Chicago will participate in intergovernmental efforts to develop a regional strategy for abating the problem of ozone pollution which is the basis for the existing construction ban and to prevent and avoid imposition of additional sanctions under the Clean Air Act.

The Department of Consumer Services will enter into an agreement with the Chicago Department of Finance, Office of the Comptroller, for necessary accounting and auditing services in management of the federal funds passed through as a grant from I.E.P.A. for the 1989 Air Quality Program.

Work Years .75

Costs

Personnel	\$ 23,011

Fringe Benefits	8,054

Travel	7,200

Technical Meeting Costs	1,000

Subscriptions and Memberships	1,000	
Total direct charges		\$9,200
Local match		31,065
	TOTAL COSTS:	\$40,265

VI. Summary Of Total Budget.

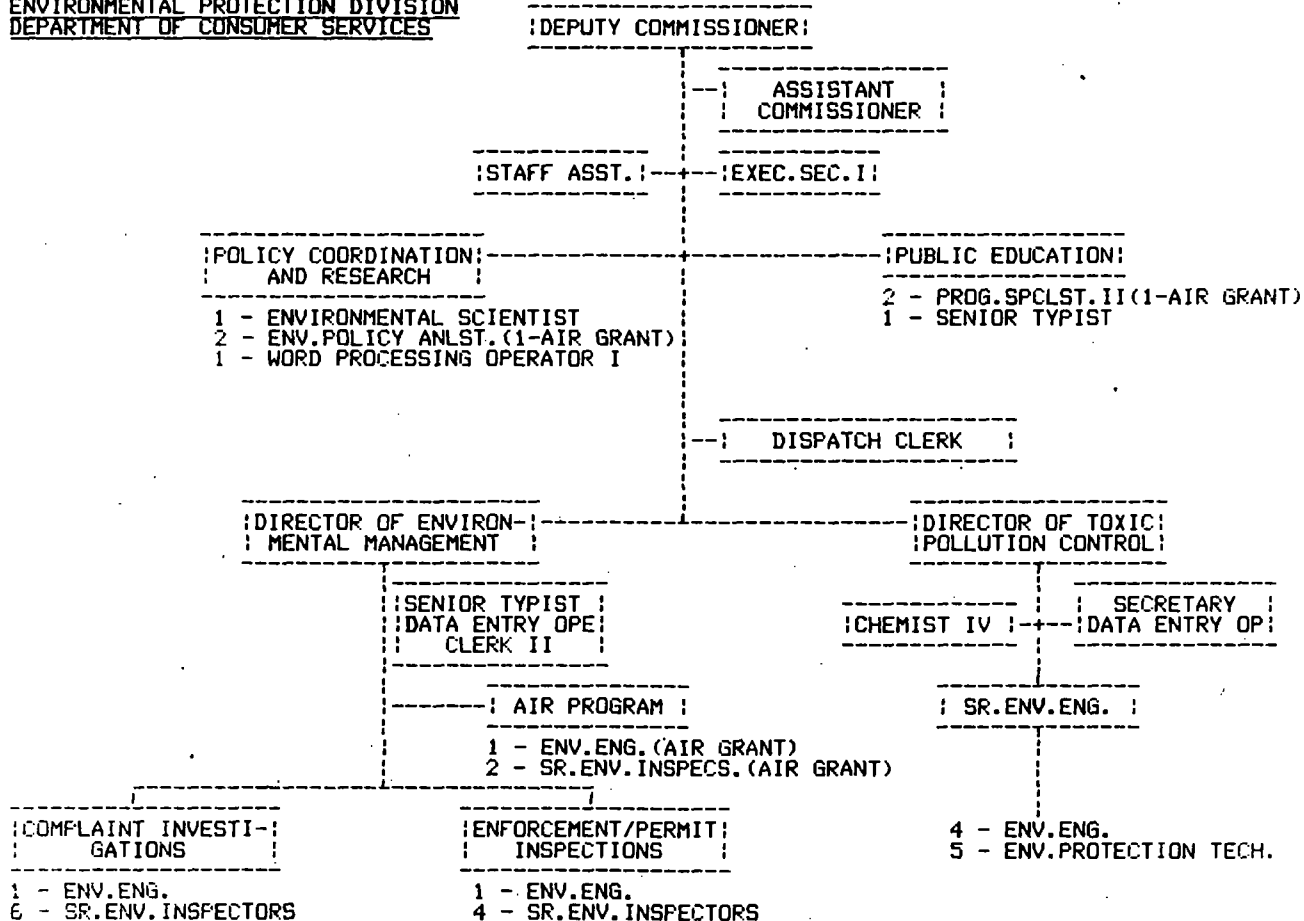
A. Budget

Total Work Years:	10.4	
Personnel		\$350,566
Fringe Benefits		122,698
Travel		7,200
Goods and Services		4,851
Printing		3,000
Vehicles		24,000
Vehicle Maintenance		1,200
Technical Meeting Costs	1,000	
Subscriptions and Memberships		1,000
Total direct charges	300,000	
Local match		<u>215,514</u>
TOTALS:		\$515,514
Federal share		300,000
Local match (40%)	200,000	

[Attachment "B" to this agreement printed on
page 15954 of this Journal.]

Attachments "A" and "C" to this agreement read as follows:

ATTACHMENT B

ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF CONSUMER SERVICES

Attachment "A".

Budget And Personnel Detail -- Direct Costs

Department Of Consumer Services

Personnel Costs	Total:	\$184,129
Environmental Policy Analyst		\$24,060
Program Specialist II		22,908
Environmental Engineer		37,236
Senior Environmental Inspector		29,280
Senior Environmental Inspector		<u>22,908</u>
		\$136,392
Fringe 35%		\$47,737
Non-Personnel Costs	Total:	\$40,871
Goods and Services		\$3,471
Vehicles 2x\$12,000		24,000
Vehicle Maintenance		1,200
Printing		3,000
Travel		7,200
Technical Meeting Costs		1,000
Subscriptions and Memberships		1,000

Department Of Consumer Services Direct Total \$225,000

Department Of Law

Personnel Costs Total: \$73,620

Senior Attorney 40,824

Attorney 32,796

Non-Personnel Costs Total: \$1,380

Goods and Services 1,380

Department Of Law Direct Total \$75,000

TOTAL DIRECT
COSTS \$300,000

Budget And Personnel Detail -- Local Match

Department Of Consumer Services

Personnel Costs Total: \$140,555

Deputy Commissioner 25% \$13,000

Staff Assistant 25% 6,318

Dispatch Clerk 25% 3,693

Environmental Scientist 25% 8,892

Word Processing Operator I 25% 3,519

7/27/88

REPORTS OF COMMITTEES

15957

Senior Typist	50%	9,426
Director of Environmental Mngmt.	33%	16,878
Senior Typist	33%	5,647
Data Entry Operator	33%	4,480
Clerk II	33%	6,221
Environmental Engineer	33%	11,295
Senior Environmental Inspector	50%	12,636
Senior Environmental Inspector	50%	13,278
Senior Environmental Inspector	50%	12,636
Senior Environmental Inspector	50%	12,636
Fringe 35%		\$49,194

Non-Personnel Costs	Total:	\$ 0

Department Of Consumer Services Match Total	\$189,749

Department Of Law

Personnel Costs	Total:	\$25,767

Fringe 35%	25,767

Non-personnel Costs	Total:	\$ 0

Department Of Law Match Total	25,767

TOTAL LOCAL MATCH	<u>\$215,516</u>

Attachment "C".

*Clean Air Grant Agreement Between The
Departments Of Law And Consumer Services.*

It Is Hereby Agreed by the Department of Consumer Services and the Department of Law of the City of Chicago (City), that, as part of the Section 105 Clean Air Act Grant (Grant) to the City of Chicago, \$75,000.00 of the Grant will be passed by the Department of Consumer Services to the Department of Law. This money will be used for the period of the Grant exclusively by the Department of Law to hire attorneys and essential staff, and to support Law Department actions in the following areas:

A. enforcement actions in support of the City's clean air program, both before the appropriate federal and state courts and administrative agencies; and

B. policy development, review and support for the City's clean air program, including 1) representation of the City in rulemaking and other proceedings before the Illinois Pollution Control Board and any other administrative agency the City deems appropriate, 2) counseling and representation of the City in initiating, drafting, commenting on and responding to federal and state legislative matters, and 3) counseling and representation of the City in initiating, drafting, commenting on and responding to municipal ordinances.

The Law Department shall undertake the foregoing enforcement and policy responsibilities as part of its present and ongoing legal representation of the City as provided for and set forth in Chapter 6 of the Municipal Code of the City of Chicago, and shall do such as it determines to be within the best interest of its clients the City of Chicago, its various departments and officials.

The \$75,000.00 passed to the Department of Law shall be identified as Fund number 267, Reporting Category number 4052, and shall be allocated as follows:

Senior Attorney	\$40,824.00
Attorney	32,796.00
Goods and Services	<u>1,380.00</u>
	\$75,000.00

Agreed and subscribed to this ____ day of July, 1988.

[Signature forms omitted for printing purposes.]

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH
WARBURTON'S, INCORPORATED FOR BUSINESS
EXPANSION PURPOSES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a Loan and Security Agreement in the amount of \$300,000.00 between the City of Chicago and Warburton's, Incorporated for business expansion purposes.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago through the federal Community Development Block Grant Program, a grant in the amount of \$2,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Warburton's, Inc. has made an application to the Department of Economic Development to borrow \$300,000 for the purpose of purchasing machinery and equipment for their new bakery production facility in Chicago, which will result in, among other things, in the creation of an estimated 75 full-time and 15 part-time permanent job opportunities for low and moderate income persons residing in the City, over three years; and

WHEREAS, The Economic Development Commission has approved the application of Warburton's, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Warburton's, Inc., pursuant to which the City will loan \$300,000 to Warburton's, Inc., to assist in the expansion of operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit "A".

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

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

Exhibit "A".

Basic Terms And Conditions.

Warburton's, Inc.

Loan Amounts: \$100,000 Business Development Loan.

 \$100,000 Co-Venture Loan.

 \$100,000 Illinois Fixed Rate Loan.

- a) the term of each loan shall be seven (7) years, with monthly payments;
- b) the interest rate charged shall be 75% of the prime rate for the \$100,000 Business Development Loan; six (6) percent for the \$100,000 Co-Venture Loan; and three (3) percent for the \$100,000 Illinois Fixed Rate Loan;
- c) the City shall receive a first lien position on \$500,000 of existing equipment;
- d) the City shall receive a first lien position on \$200,000 of acquired equipment;

e) the City shall receive the unlimited personal guaranties of repayment of William Underhill, President of Warburton's, Inc., and Robert Shaw, Executive Vice President of Warburton's, Inc.;

f) the City shall receive a first lien on all accounts receivable, inventory, work-in-process and raw materials;

g) the City shall receive a second mortgage on the real estate located at 5757 West 59th Street; and

h) the City shall receive proof of additional financing in substantial compliance with the following terms:

- (1) private financing of at least \$419,900 over a term of at least seven (7) years at the rate of nine and one-half (9-1/2) percent; and
- (2) private equity investment of at least \$343,100.

FILING OF GRANT APPLICATION AND EXECUTION OF GRANT
AGREEMENT UNDER "BUILD ILLINOIS PROGRAM" TO
IMPROVE VARIOUS STREET AND TRAFFIC
SIGNALS IN SPECIFIED AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of a grant application and the execution of an agreement with the Illinois Department of Commerce and Community Affairs for a grant under the Build Illinois Public Infrastructure Program in the amount of \$298,500.00 to improve various street and traffic signals in the vicinity of North Avenue and Cicero Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Under the Build Illinois Public Infrastructure Program for FY' 88, the Illinois Department of Commerce and Community Affairs is authorized to receive a grant application, that if approved, will make available to the City of Chicago funds up to \$298,500 for those industrial street and signalization improvements in the City set forth below; and

WHEREAS, These funds will be used for the construction of various industrial street and signalization improvements (the "Improvements") at:

1. North Kilpatrick Avenue from West North Avenue to the south right-of-way line of the first east-west public alley south of West LeMoyne Street.
2. The intersection of West Hirsch Street and North Cicero Avenue.
3. The intersection of West North Avenue and North Cicero Avenue.

;and

WHEREAS, The Improvements will strengthen the viability of adjacent industrial areas; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof as if set forth hereinbelow.

SECTION 2. That the Mayor is authorized to file a grant application and amendments thereto with the Illinois Department of Commerce and Community Affairs to receive funds in an amount up to \$298,500, for the Improvements.

SECTION 3. That the Mayor or the Commissioner of Economic Development is hereby authorized to execute, the City Clerk to attest, subject to the approval of the Corporation Counsel as to form and legality, a project grant agreement (the "Grant Agreement") between the City of Chicago and the Illinois Department of Commerce and Community Affairs to aid in the financing of the Improvements in the form attached hereto as Exhibit "A" with those changes as may be required by the Illinois Department of Commerce and Community Affairs or as may be otherwise authorized by the Commissioner of Economic Development.

SECTION 4. That the City Council hereby appropriates and authorizes the expenditure of the amount of \$298,500 or such amounts as may actually be received pursuant to the Grant Agreement from the Illinois Department of Commerce and Community Affairs for the Improvements.

SECTION 5. That the City Comptroller and City Treasurer are directed to disburse the funds received pursuant to the Grant Agreement as required to carry out the Improvements.

SECTION 6. That the Mayor or the Commissioner of Economic Development is authorized to furnish additional information, and execute and file assurances or other documents, as the Illinois Department of Commerce and Community Affairs may require in connection with the application or the Grant Agreement and to make revisions to the grant's scope of work and budget which do not alter the total amount of the Grant.

SECTION 7. That the City of Chicago Purchasing Agent is authorized to advertise and award contracts necessary to carry out the Improvements, all in accordance with applicable city, state and federal statutes and regulations.

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

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

Exhibit "A".

Part I.

Notice Of Grant Award

Grant No. _____

Inasmuch as the City of Chicago, hereinafter called "Grantee", has satisfied all conditions precedent to the award of a Grant under the Illinois Public Infrastructure Loan and Grant Program, the Illinois Department of Commerce and Community Affairs, hereinafter called the "Department", is hereby making a Grant available to the Grantee in the amount of \$_____, or so much thereof as may be necessary, for the purpose of undertaking various projects in accordance with the requirements of Public Act 84-109.

The grant award includes the following sections, all of which are incorporated into and made a part of the grant award:

Part I Notice of Grant Award.

Part II Method of Payment; Fiscal Recording/Reporting Requirements.

- Part III Terms and Conditions Governing the Grant.
- Part IV Assurances.
- Part V Budget.
- Part VI Scope of Work.

The Department will provide financing for _____

_____. The Department has determined that the proposed infrastructure improvements will substantially improve the industrial and commercial base of the _____, and will lead to increased employment in the _____, and that such projects are ready to occur, and will only occur if this Grant is made.

The Grant is to be used for the purpose of providing financial assistance to the Grantee, to enhance the attractiveness of the areas improved to private business interests as prospective commercial and industrial locations. The use of the funding is further described in Part VI "Scope of Work".

The Grantee is hereby authorized to incur costs against this Grant from the beginning date of _____, through the ending date of _____. The Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant Agreement.

[Signature form omitted for printing purposes.]

Part II.

*Method Of Payment, Fiscal Recording/Reporting
Requirments.*

1. **Payments To The Grantee.** Payments pursuant to this Grant are subject to the availability of funds and their appropriation of authorized expenditure under state law.

For carrying out the program objectives as described in Part VI, the Scope of Work, the total compensation and reimbursement payable by the Department to the Grantee shall not exceed the sum of _____

2. **Method Of Payment.** The method of payment shall be in accordance with the applicable state laws relative to such compensation by which the Department is governed. Payments to the Grantee are subject to the initiation of an invoice voucher.

The Grantee cannot be reimbursed for costs of in excess of the grant amount incurred against project activities, without prior approval of the Department in accordance with Part II, 1.b. of this grant award.

If the Grantee expends funds contrary to the provisions of this agreement, such action would require the repayment of those funds if the expenditure violated the Grantee's assurances of the statutory provisions.

An overpayment of grant funds (unliquidated balance) shall promptly be refunded to the Department accompanied by either the final expenditure report or the audit report. In addition, the Grantee agrees to repay the Department for any funds that are determined by the Department to have been spent improperly.

3. **Fiscal Recording/Reporting Requirements.** The Grantee's financial management system shall be structured to provide for accurate, current, and acomplete disclosure of the financial results of the project funded under this grant program, in accordance with the reporting requirements contained below. The Grantee is accountable for all funds received under this Grant. The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully.
4. **Audit Requirement.** The Grantee shall be responsible for having an annual financial and compliance audit performed as required by the Department of Commerce and Community Affairs. The audit of all appropriate project records will be performed by an independent public accountant, certified and licensed by authority of the State of Illinois. The audit must be conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (A.I.C.P.A.) (1983). The Grantee will provide three copies of the audit relative to funds expended under this program within 30 days following its publication.

The Grantee shall conduct an independent audit of its grant in the same manner as it secures its regular audits. This audit should be conducted as part of the Grantee's annual audit as is generally required by state law. In instances where the grant agreement's period of term does not coincide with the community's fiscal year, two fiscal audit reports would have to be forwarded to D.C.C.A. If the Grantee is exempt from the state law requiring an annual audit, the Grantee must procure a special audit covering all funds expended under this program. The

Department will provide direction to Grantees under this program. The Department will provide direction to Grantees regarding the audit scope and procurement standards and procedures for all audits involving the Department's programs and will provide direction relative to proper allocation of costs when multi-program or organization-wide audits are conducted.

The following are other responsibilities of the Grantee:

- a) contracting with the audit firm selected;
- b) cooperating with the audit firm doing the audit;
- c) actively working with both the audit firm and the Department to resolve any and all audit findings; and
- d) cooperating with the Department's staff relative to the preparation for, and conduct and resolution of the audit.

The Grantee shall contact, in writing, the Department's Office of Audits when the project is completed and advise the Department that the project is ready for audit, providing the name of the audit firm selected. Notification should be addressed to:

Office of Audits
Department of Commerce and Community Affairs
620 East Adams Street, 6th Floor
Springfield, Illinois 62701

Part III.

Terms And Conditions Governing The Grant.

1. Modification And Amendment Of Grant Document. This Grant is subject to revision as follows:
 - a. Modification Of Operation Of Law.

This Grant document is subject to such modifications as may be required by changes in state law or regulations. Any such required modification shall be incorporated into and be part of this Grant Document as fully as if set forth herein.

The Department shall notify the Grantee of any pending implementation of or proposed amendment to such regulations.

b. Modification In Budget.

If the Grantee has reason to believe that it will vary from the amounts budgeted by program activity, it shall require approval of the Department in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amount which increases the total budget without prior approval of the Department. Failure of the Grantee to request approval of the Department of anticipated budget variations shall be deemed sufficient reason for the Department to disallow costs incurred at more than the amount budgeted for the program activity set forth in Part VI, even if the total costs incurred are within the limits of the total Grant budget. If the Department grants the budget revision, the Department shall give the Grantee a revised cost summary incorporating the change.

The Grantee may make a line item transfer of up to a maximum of 5% of the total approved budget without prior written approval of the Department, subject to the following conditions:

- (1) In no instance will the Grantee be compensated for more than the total Grant amount; and
- (2) Modifications that add or delete activities (regardless of the dollar amount), or result in an expenditure variation of more than 25% of a budget line item must have prior written approval from the Department. If the Grantee exercises this option, it must forward a letter to the Department identifying the budget line items where expenditures will vary from the approved budget, and the reasons for the variation.

c. Other Modification By Department Or Grantee.

If either the Department or the Grantee desires to modify the terms of this Grant Document other than as set forth in Paragraphs 1.a and 1.b above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Department and the Grantee, except that if the Department gives the Grantee notice of a proposed modification without the prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance and the proposed modification shall be effective on the receipt of the modification by the Grantee.

2. Waivers. A waiver of any condition of the Grant must be in writing from the Director of the Department or his designee.

3. **Monitoring And Evaluation.** The Department will monitor and evaluate the Grant made to the Grantee under this program. The Grant will be monitored for compliance with the rules, regulations, and requirements which the Department may promulgate and will be monitored periodically throughout the program year.
4. **Reports Required.** The Grantee will submit the following reports as required by the Department:
 - Annual Evaluation Report.
 - Final Fiscal Close-out Package.
 - Any other reports that may be required by the Department.
5. **Suspension.** If the Grantee fails to comply with the special conditions and/or the general terms and conditions of the Grant Award, the Department may, after notice to the Grantee, suspend the Grant and withhold further payments or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 6 hereof. The Department may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.
6. **Termination.** This Grant may be terminated for loss of funding, for cause, or for convenience.
 - a. **Termination Due To Loss Of Funding.**

This Grant shall terminate in full or in part at the discretion of the Department, in the event that the Department suffers a loss of funding or termination of the State of Illinois funding which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Department suffers such a loss of funding in full or in part, the Department shall give the Grantee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.
 - b. **Termination For Cause.**

If the Department determines that the Grantee has failed to comply with the special conditions and/or the general terms and conditions of the Grant, the Department may terminate the Grant in whole, or in part at any time before the date of completion. The Department shall promptly notify the Grantee in writing of the determination to terminate, the reasons for such termination, and the effective date of the termination.

Payments made to Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.

c. Termination For Convenience.

The Department or the Grantee may terminate the Grant in whole, or in part, when the Department and Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The Department and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the outstanding obligations as possible. The Department shall allow full credit to the Grantee for the Department's share of the noncancellable obligations, property incurred by the Grantee prior to termination.

7. Inspections. The Grantee will as often as deemed necessary by the Department or the Auditor General of the State of Illinois, or any of their duly authorized representatives, permit the Department, or the Auditor General of the State of Illinois, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant a provision that the Department, or the Auditor General of the State of Illinois, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under the contract.
8. State Not Liable. The Department by entering into this Grant Agreement, does not pledge or promise to pledge the assets of the State, nor does it promise to pay any compensation payable to the Grantee or its subrecipients from any monies of the treasury of the State except such monies as shall be granted and paid to the Grantee by the Department.
9. Publication, Reproduction And Use Of Material. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Grant.
10. Interest Of Public Officials And Employees. No officer or employee of the Grantee and no member of its governing body and no public official of the locality in which the program objectives will be carried out who exercises any functions or

responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (a) participate in any decision relating to any contract negotiated under this Grant which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (b) have any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

11. **Bonus Or Commission.** The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Department which may be necessary in connection with carrying out the program objectives.
12. **Equal Employment Opportunity.**
 - a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - b. The Grantee shall cause or require to be inserted in any contract and subcontract for work, or modification thereof, applicable Equal Employment Opportunity Provisions.
13. **Discrimination.** The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act.
14. **Integration Clause.** It is agreed between the parties that this Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
15. **Severability Clause.** If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision of application.

16. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, And Taxes. The Grantee shall provide Workmen's Compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Grant.
17. Subgrantees. The Department acknowledges that the successful implementation of the Grant program and the performance of certain duties by the Grantee, including those appearing as Part IV "Assurance" of this Grant document, may require the Grantee to subcontract with one or more Subgrantees.
18. Interest On Grant Funds. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640), all interest earned on funds held by the Grantee under this Agreement shall become part of the grant principal.

Any interest earned under the Grant, shall be returned to the Department in accordance with the provisions of Part III, 18 (Grant Close-Out) of this Agreement.
19. Grant Close-Out. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640) the Grantee shall, upon submission of the close- out package or within 45 days of the expiration of the Grant, whichever occurs first, refund to the Department any balance of funds which were unobligated at the end of the Grant period.
20. Release And Indemnity. Grantee agrees to assume all risk of loss and to the extent permitted by law, to indemnify and hold the Department, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, damages, suits, costs, fees, and expenses incident thereto, for injuries or death to persons and for loss of, damage to, or destruction of property because of Grantee's negligence, intentional acts or omissions. In the event of any demand or claim, the Department will notify Grantee in writing. The Department may elect to defend any such demand or claim against the Department and bill the Grantee for all damages assessed against the Department and all costs and fees incurred by the Department in its defense of the claim.
21. Appropriation. Obligations of the Department will cease immediately without penalty of further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

Part IV.

Assurances.

The Grantee hereby assures with respect to the Grant that:

1. It possess legal authority to apply for the Grant, and to execute the proposed program.
2. It will prohibit any unlawful political activities.
3. It will provide that adequate fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursal of and accounting for funds granted to the Grantee under this program.
4. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will comply with all applicable state and federal laws, rules and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap.
6. It hereby certifies that the provisions of the Prevailing Age Act (Ill. Rev. Stat. Ch. 48, Sec. 39s-1 et seq.) will apply to the project which is the subject of this application and that construction cost estimates have taken into account the effects of said Act.
7. It is unable to finance the public infrastructure improvement solely from local public or private revenue sources or funds.
8. It will comply with all laws of the State of Illinois governing local government purchasing and procurement of goods and services in connection with this project.
9. It will monitor construction of improvements to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of grant funds to contractors and subcontractors.
10. It will certify that in accordance with the Infrastructure Loan and Grant Program Act it will develop a multi-year capital improvement plan which will be updated annually including a listing of specific capital projects and the sources of funding. Such a plan will be submitted to the Department within 12 months of acceptance of this contract.

Chief Elected Official

Date

*Part V.**Budget.*

Use Of Funds

Build Illinois Funds

*Part VI.**Scope Of Work.*

ISSUANCE OF MULTI-FAMILY HOUSING REFUNDING REVENUE
BONDS, SERIES 1988A AND TAXABLE MULTI-FAMILY
HOUSING REVENUE BONDS, SERIES 1988B
FOR MADISON PARK APARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of Multi-family Housing Refunding Revenue Bonds, Series 1988A in the amount of \$6,400,000 and Taxable Multi-family Housing Revenue Bonds, Series 1988B in the amount of \$300,000 for the Madison Park Apartments, to finance the costs of refunding prior bonds (Multi-family Housing Revenue Bonds, Series 1984).

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, The City is authorized by the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois to issue one or more series of its revenue bonds and loan the proceeds thereof to finance residential rental housing facilities, for the public purpose of assisting persons of moderate and low income in the City to obtain decent, safe and sanitary housing at rentals they can afford, and to refund bonds issued for such purpose; and

WHEREAS, The City has heretofore issued its Multi-family Housing Revenue Bonds (Madison Park Apartments) dated August 29, 1984 (the "Prior Bonds") to finance the acquisition, rehabilitation and equipping of a 149 unit multifamily residential rental development located at 1380 East Hyde Park Boulevard in the City (the "Development"); said Prior Bonds having been issued under and pursuant to a certain trust indenture dated as of July 1, 1984 (the "Prior Indenture") between the City and American National Bank and Trust Company of Chicago, as trustee (the "Prior Trustee"); and

WHEREAS, Madison Park Associates (the "Partnership") the beneficiary of the hereinafter defined Land Trust, has requested that the City issue its \$6,400,000 Multi-family Housing Refunding Revenue Bonds, Series 1988A (Madison Park Apartments) (the "Series 1988A Bonds") in order to finance the cost of refunding the Prior Bonds; and

WHEREAS, The Partnership has further requested that the City issue its \$300,000 Taxable Multi-family Housing Revenue Bonds, Series 1988B (Madison Park Apartments) (the "Series 1988B Bonds") in order to finance the redemption premium on the Prior Bonds, accrued interest, if any, thereon and certain costs of the Development not financed out of the proceeds of the Prior Bonds. (The Series 1988A Bonds and the Series 1988B Bonds are hereinafter referred to collectively as the "Bonds"); and

WHEREAS, Capital Markets Corporation (the "Underwriter") has submitted to the City a proposed form of Bond Purchase Agreement (hereinafter defined) relating to the Bonds; and

WHEREAS, The City has held a public hearing on June 28, 1984 concerning the issuance of the Prior Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended, and therefore no further public hearings are required; and

WHEREAS, Copies of a Bond Purchase Agreement, a Loan Agreement and an Indenture, (as respectively defined hereafter) 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:

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

"Bonds" shall mean the Multi-family Housing Refunding Revenue Bonds (Madison Park Apartments) Series 1988A of the City in the aggregate principal amount of not to exceed \$6,400,000 and the Taxable Multi-family Housing Revenue Bonds (Madison Park Apartments) Series 1988B of the City in the aggregate principal amount of not to exceed \$300,000, authorized to be issued pursuant to this Ordinance and the Indenture.

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

"Development" is defined in the preambles to this Ordinance.

"Indenture" shall mean the Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Letter of Credit" shall mean that certain Letter of Credit to be issued by Banque Paribas, Chicago Branch, or such other institution as shall be approved by the officers of the City executing the Indenture, the execution thereof to constitute conclusive evidence of such approval, effective on and after the date of issuance and delivery of the Bonds and continuing in effect to July 1, 1998, in favor of the Trustee and which meets the requirements of the Indenture.

"Loan Agreement" shall mean the Loan Agreement relating to the Bonds, by and between the City and the Partnership, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Partnership" shall mean Madison Park Associates, an Illinois limited partnership.

"Trustee" shall mean American National Bank and Trust Company of Chicago, and its successors in trust.

"Underwriter" shall mean Capital Markets Corporation, having its principal offices in Denver, Colorado.

SECTION 2. The issuance of the Bonds in order to refund the Prior Bonds and to finance the redemption premium on the Prior Bonds, accrued interest, if any, thereon and certain costs of the Development not financed out of the proceeds of the Prior Bonds is hereby determined to be in the public interest and in furtherance of the public purposes set forth in the preamble hereof.

SECTION 3. In order to provide funds to carry out the public purposes set forth in Section 2 hereof, the City does hereby authorize the issuance of two series of bonds to be designated "Multi-family Housing Refunding Revenue Bonds (Madison Park Apartments) Series 1988A" in the aggregate principal amount of not to exceed \$6,400,000 and "Taxable Multi-family Housing Revenue Bonds (Madison Park Apartments) Series 1988B" in the aggregate principal amount of not to exceed \$300,000. The Bonds shall bear interest payable semi-annually (or at such other time or times provided in the Indenture) at the rate of interest for the Initial Period (as defined in the Indenture) on the Series 1988A Bonds not to exceed ten percent (10%) per annum and on the Series 1988B Bonds for the Initial Period (as defined in the Indenture) at a rate of interest not to exceed thirteen percent (13%) per annum, with a final maturity not later than July 1, 2004. The Bonds 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 100% of the aggregate principal amount thereof plus accrued interest, if any. The Acting Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rates, the maturity dates and the redemption and tender provisions and prices, and to make such changes, insertions and completions in the Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement and other instruments and documents provided for herein as are necessary to reflect such determinations.

SECTION 4. The Bonds, together with interest thereon, shall be limited obligations of the City equally and ratably secured and entitled to the security of a pledge and assignment of the revenues and receipts derived by the City pursuant to the Loan Agreement and the Letter of Credit securing the obligations of the Partnership under the Loan Agreement, and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no other recourse against the City or any property now or hereafter owned by it. The Bonds shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Indenture. The Bonds and the interest thereon shall not be deemed to constitute an indebtedness, or loan of credit or liability of the United States of America, the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in this Ordinance shall be construed to authorize

the City to create a debt of the City, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation 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. The form of Bond of each series shall conform to the requirements of the Indenture and shall be in such forms as are approved by the officers of the City signing the Indenture, the execution of said Indenture to constitute conclusive evidence of such approval. If any of the officers who shall have signed or sealed any of said 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, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 6. The Indenture and the Loan Agreement are hereby approved in substantially the forms presented to this meeting and filed in the official records of the City Clerk, and the Acting Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture and the Loan Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such documents (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indenture and the Loan Agreement the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required from time to time to consummate the transaction contemplated hereby.

SECTION 7. The Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Acting Mayor or Comptroller of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and the purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such persons executing such document, such execution to constitute conclusive evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized, approved and directed.

SECTION 8. Distribution of a preliminary official statement and an official statement relating to the Bonds is hereby authorized.

SECTION 9. The Series 1988A Bonds and the Series 1988B Bonds will each be secured by a Letter of Credit issued by Banque Paribas, acting through its Chicago Branch, or such other institution as shall be approved by the officers of the City executing the Indenture,

the execution thereof to constitute conclusive evidence of such approval, effective from the date of issuance to July 1, 1998, which will enable the Bonds to obtain not less than an A rating from a nationally recognized rating agency.

SECTION 10. The appointment of American National Bank and Trust Company of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 11. The Acting Mayor, City Comptroller, 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 the Indenture, the execution and delivery of the Bonds, the redemption of the Prior Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Acting Mayor, City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, 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 Loan Agreement 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 Loan Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 12. The Acting 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 Acting 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, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Acting Mayor and the City Comptroller, respectively. A written signature of the Acting 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 Acting Mayor is placed on an instrument, agreement, certificate or document at the direction of the Acting Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Acting Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 13. The execution and delivery of the Loan Agreement and the Indenture shall constitute conclusive evidence of the approval of the Acting Mayor or Comptroller of the City and the approval of the City Council of the form, terms and provisions of the Letter of Credit.

SECTION 14. The redemption of the Prior Bonds as a whole pursuant to Section 601(a) of the Prior Indenture is hereby authorized and directed to be made in accordance with a written notice (the "Notice") to be given to the Trustee by the Acting Mayor or Comptroller

with such amounts as are deposited with the Prior Trustee for such purpose pursuant to the provisions of the Indenture, such redemption to be made on such date as shall be determined by the party executing the Notice to the Prior Trustee, the execution thereof to constitute conclusive evidence of such determination of redemption date.

SECTION 15. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 16. 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 17. This Ordinance shall be in full force and effect upon its adoption and approval.

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

ISSUANCE OF FINAL LOAN COMMITMENT TO MICHIGAN BEACH
COOPERATIVE UNDER RENTAL REHABILITATION AND
MULTI-UNIT REHABILITATION ASSISTANCE
PROGRAMS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of the Department of Housing to issue a final loan commitment in the amount of \$3,295,230.00 to Michigan Beach Cooperative under the Rental Rehabilitation and Multi-Unit Rehabilitation Assistance Programs.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in federal fiscal year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City of Chicago has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$3,295,230 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$7,561,255 in private investment for the rehabilitation of 239 dwelling units; and

WHEREAS, The City Council of the City, by an Ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue a final loan commitment to the proposed owner/borrower set forth in Exhibit "A".

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such notes, agreements or other documents as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs for this loan.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit "A" and attachment to this ordinance reads as follows:

Exhibit "A".

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program Rental Rehab
Michigan Beach Cooperative	\$6,390,100	\$3,295,230
Total City Funds	\$3,295,230	
Total Private Funds	<u>\$7,561,255</u>	
Total Development Costs	\$10,856,485	
Total D.U.'s	239	

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, CANCELLATION OF
EXISTING WATER RATES AND WAIVER OF
FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred (March 9, 30, April 13, 20, 27, May 25, June 8, 22, and July 13, 1988) sundry proposed ordinances and orders transmitted

therewith, to authorize the issuance of free permits, license fee exemptions, cancellation of existing water rate and waiver of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances and orders, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

*Amtrak Railroad Company.
(1600 South Lumber Street)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Amtrak Railroad Company, for repairs to the Engine House on the premises known as 1600 South Lumber Street.

Said building shall be used exclusively for railroad purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

*Amtrak Railroad Company.
(1680 South Lumber Street)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to the Amtrak Railroad Company, for construction of a round structure, on the premises known as 1680 South Lumber Street.

Said building shall be used exclusively for railroad purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Belmont Community Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Belmont Community Hospital, for construction of a recessed curb on the premises known as 4058 West Melrose Street.

Said building shall be used exclusively for hospital and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

E.T.A. Theater.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to E.T.A. Theater, for remodeling entire theater on the premises known as 7558 South Chicago Avenue.

Said building shall be used exclusively for theatrical arts and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Hermon Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Hermon Baptist Church for renovating the basement on the premises known as 1754 North Clark Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Lutheran General Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Lutheran General Hospital, for Phases II and III remodeling a unit for Labor, Delivery, Recovery, and Post

Partum services (Phase III is the remodeling of the Labor and Delivery unit) on the premises known as _____.

Said building shall be used exclusively for hospital and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Resurrection Health Care Corporation.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Resurrection Health Care Corporation, 570 Lake Cook Road, Deerfield, Illinois, for construction of an addition to The Resurrection Retirement Community--Residential-Business Planned Development No. 162, on the premises known as 7260 West Peterson Avenue.

Said building shall be used exclusively for senior citizen residency and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Saint Robert Bellarmine.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Robert Bellarmine for the construction of a Church (to replace fire damaged structure) on the premises known as 4646 North Austin Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

*Saints Volodymyr And Olha Parish
Cultural Center.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Saints Volodymyr and Olha Parish Cultural Center for the construction of a driveway (necessitates removal of a light pole on Chicago Avenue (No. 32/9) and removal of parking meters for sidewalk construction) on the premises known as 2249 West Chicago Avenue.

Said building shall be used exclusively for cultural and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Woodlawn Preservation And Investment Corporation.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Woodlawn Preservation and Investment Corporation, 6303 South Kenwood Avenue, for renovating the Grove Parc Apartments/nee Woodlawn Gardens Apartments on the premises known as 6010--6040 South Cottage Grove Avenue.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

*Abla Day Care/Head Start Center.
(The Chicago Housing Authority)*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Abla Day Care/Head Start Center
The Chicago Housing Authority
1342 South Racine Avenue.

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

Bethel Day Care Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Bethel Day Care Center
1434 South Laflin Street.

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

*Centers For New Horizons.
(Ida B. Wells)*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Centers for New Horizons
Ida B. Wells
3641 South Rhodes Avenue.

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

*Chicago Commons Association.
(Taylor House)*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Chicago Commons Association
Taylor House
915 North Wolcott Avenue.

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

Christopher House Day Care Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Christopher House Day Care Center
1100 West Lawrence Avenue.

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

*Coretta S. King Day Care--Class I.
(Young Women's Christian Association Model Cities
Day Care Center)*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Coretta S. King Day Care--Class I
Y.W.C.A. Model Cities Day Care Center
436 East 39th Street.

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

Englewood Manor Day Care Center Head Start Program.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Englewood Manor Day Care Center Head Start Program
7730--7732 South Halsted Street.

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

Guardian Angel Day Care Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Guardian Angel Day Care Center
4600 South McDowell Street.

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

Hyde Park Neighborhood Club.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Hyde Park Neighborhood Club
5480 South Kenwood Avenue.

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

*Illinois Masonic Medical Center.
(Lakeview Child Care Center)*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Illinois Masonic Medical Center
Lakeview Child Care Center
900 West Oakdale Avenue .

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

Lincoln Park Cooperative Nursery School.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Lincoln Park Cooperative Nursery School
1753--1755 North Fern Court.

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

Montessori Varnas Day Care Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Montessori Varnas Day Care Center
3038 West 59th Street.

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

Olivet Day Care.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Olivet Day Care
1441 North Cleveland Avenue.

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

*The Presbyterian Church Of Norwood Park
Day Care Center.*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

The Presbyterian Church of Norwood Park Day Care Center
5849 North Nina Avenue.

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

South Shore Community Day Care Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

South Shore Community Day Care Center
7601 South Phillips Avenue.

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

Torah Tots.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Torah Tots
6350 North Whipple Street.

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

T.W.O. Headstart Early Childhood Development Center.

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 center, which is not operated for gain but where a charge is made for the care of children, is

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

T.W.O. Headstart Early Childhood Development Center
6450 South Champlain Avenue.

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

V & J Day Care Center, Incorporated.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

V & J Day Care Center, Incorporated
1 East 113th Street.

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

Wings Wilson Park Pre-School.

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Wings Wilson Park Pre-School
6337 West Cornelia Avenue.

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

*Young Men's Christian Association Child
Development Center.*

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 center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Y.M.C.A. Child Development Center
6200 South Drexel Avenue.

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

Lutheran Family Mission.

Ordered, That the City Comptroller is hereby authorized and directed to cancel collection of the 1989 Day Care Center license fee charged to Lutheran Family Mission, 855 North Monticello Avenue and 1400 North Laramie Avenue.

CANCELLATION OF EXISTING WATER RATES.

Chicago Urban League.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$7,614.88, charged against Chicago Urban League, 4524 South Michigan Avenue.

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

Bethany Roman Pentecostal Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$1,448.09, charged against Bethany Roman Pentecostal Church, 3432 West Foster Avenue.

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

WAIVER OF FEES.

Hermon Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Hermon Baptist Church for plumbing fee waiver on the premises known as 1754 North Clark Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Festival Polonaise.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Festival Polonaise, sponsored by the Polish American Foundation and the Illinois Division of the Polish American Congress (5844 North Milwaukee Avenue, Chicago, Illinois 60646) to be held at Navy Pier from July 29--July 31, 1988.

Fiesta Italiana.
(Unico Organization)

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Fiesta Italiana, sponsored by the Unico Organization to be held at Navy Pier from August 19, 1988 through August 21, 1988.

Festa Italiana.
(Chicago Amerital Unico Club)

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Festa Italiana, sponsored by the Chicago Amerital Unico Club (2041 West Carroll, Chicago, Illinois 60612) to be held at Navy Pier from August 19--August 21, 1988.

Irish Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Irish Festival, sponsored by Irish Fest Chicago,

(Merchandise Mart, P.O. 4106, Chicago, Illinois 60654) to be held at Navy Pier August 6--August 8, 1988.

Moody Bible Institute.

Ordered, That the City Comptroller is hereby authorized and directed to exempt the Moody Bible Institute, 820 North LaSalle Street, from the payment of fees in the amount of \$514.00 for all the dining rooms contained therein.

Notre Dame High School.

Ordered, That the City Comptroller is hereby authorized and directed to exempt the Notre Dame High School, 3000 North Mango Avenue, from the payment of an occupancy card fee for their cafeteria for the year 1988.

Pan American Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Pan American Festival, sponsored by the Logan Square Y.M.C.A. (3600 West Fullerton Chicago, Illinois 60647) to be held at Navy Pier on August 12--August 14, 1988.

Saint John Fisher Church.

Ordered, That the City Comptroller is hereby authorized and directed to waive the electrical permit fees in the amount of \$150.00, for Saint John Fisher Church, 10234 South Washtenaw Avenue, for work being done by J. F. Fisher Electrical Contractors.

Viva Mexico Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Viva Mexico Festival, sponsored by the 22nd Ward Youth Organization (2500 South Millard Chicago, Illinois 60623) to be held at Navy Pier from July 22--July 24, 1988.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred on July 13, 1988, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name and Address	Warrant No. And Type Of Inspection	Amount
All Saints Church 10809 South State Street	B1-810111 (Bldg.)	\$23.00
Cardinal Joseph Bernadine Saint Bronislava Church 8708 South Colfax Avenue	B1-807087 (Bldg.)	23.00
Chicago Historical Society 4853 North Ravenswood Avenue	A1-801975 (Elev.)	60.00
Copernicus Foundation (Civic Center) 5216 West Lawrence Avenue	A1-802823 (Elev.)	30.00

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Name and Address	Warrant No. And Type Of Inspection	Amount
Epiphany Church 2524 South Keeler Avenue	P1-706601 (Fuel Burn. Equip.)	\$173.00
Ford City Sertoma 4343 West 83rd Street	B1-809339 (Bldg.)	\$23.00
Kiwanis Boy's Club 835 West Diversey Avenue	B1-802161 (Pub. Place of Assemb.)	34.00
Lake Shore Drive Synagogue 70 East Elm Street	B1-807161 (Bldg.)	34.50
Lakeview Living Center 7270 South Shore Drive	A1-802780 (Elev.)	60.00
LaRabida Children's Hospital 6501 South Promontory Drive	P1-801238 (Boiler) (UPV) (Ref. Compactor)	144.00 233.00 15.00
McCormick Theological Seminary 5555 South Woodlawn Avenue	A1-802605 (Elev.)	30.00
Ada S. McKinley Vocational Services 6033 South Wentworth Avenue	B1-806411 (Bldg.)	34.50
Moody Memorial Church 1609 North LaSalle Street	P1-507774 P1-409147 (Fuel Burn. Equip.)	129.00 90.00

Name and Address	Warrant No. And Type Of Inspection	Amount
Northwest Home for the Aged 6300 North California Avenue	A1-803520 (Elev.)	\$60.00
Parish Cooperative in South Chicago/ Archdiocese of Chicago 8731 South Exchange Avenue	B1-808727 (Bldg.)	23.00
Polish American Congress- Illinois Division 5844 North Milwaukee Avenue	B3-802922 B3-802516 (Pub. Place of Assemb.)	34.00 34.00
Saint Luke Church of God in Christ 914 North Orleans Street	A1-802695 (Elev.)	30.00

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED BY NEW FAITH BAPTIST CHURCH.

The Committee on Finance submitted the following proposed ordinance;

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs 5 special police and shall pay a fee of \$10.00 per license for the year 1988:

New Faith Baptist Church
8400 South Halsted Street.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

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 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 16005 through 16011
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 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 orders printed on pages 16012 through 16013
of this Journal.]

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS JAMES J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/09/86	75.00
ADAMS LLOYD L	POLICE OFFICER	TWELFTH DISTRICT	2/20/87	56.00
ADAMS WAYNE W	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	830.00
ADAMS THOMAS F	POLICE OFFICER	THIRD DISTRICT	3/27/87	120.00
ADAMS JOE N JR	POLICE OFFICER	FIFTEENTH DISTRICT	8/09/87	2100.00
ADAMS JOSEPH	POLICE OFFICER	FOURTH DISTRICT	11/04/87	200.00
ADAMS PAUL R	POLICE OFFICER	THIRD DISTRICT	12/24/87	91.00
ADAMS ALAN	POLICE OFFICER	FIFTH DISTRICT	1/01/88	17.00
ADAMS THOMAS J	POLICE OFFICER	SEVENTH DISTRICT	10/24/87	164.00
ADAMS JOHN M	POLICE OFFICER	SECOND DISTRICT	11/12/87	252.00
ADAMS ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85	45.00
ADAMS DOMINIC F	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/88	35.00
ADAMS BRETT C	POLICE OFFICER	FOURTH DISTRICT	11/16/87	98.00
ADAMS MARIA	POLICE OFFICER	RECRUIT TRAINING	3/02/88	337.49
ADAMS DENNIS J	POLICE OFFICER	SIXTH DISTRICT	3/06/88	447.00
ADAMS LEONARD F	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	3/26/88	547.75
ADAMS JOANNA	POLICE OFFICER	TWELFTH DISTRICT	1/02/88	57.00
ADAMS JOHN	POLICE OFFICER	FOURTH DISTRICT	3/04/88	235.00
ADAMS GERALDINE	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	3/25/88	138.00
ADAMS JANET K	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/88	222.50
ADAMS LURA T	POLICE OFFICER	RECRUIT TRAINING	12/05/86	280.00
ADAMS FRANK	POLICE OFFICER	TENTH DISTRICT	12/07/87	230.00
ADAMS ANTHONY D	POLICE OFFICER	SIXTEENTH DISTRICT	1/23/88	115.00
ADAMS MICHAEL	POLICE OFFICER	SEVENTH DISTRICT	1/17/88	20.00
ADAMS IRVIN E	POLICE OFFICER	ELEVENTH DISTRICT	8/09/86	175.00
ADAMS ROBERT	POLICE OFFICER	CHARGE SECURITY	3/09/88	723.00
ADAMS JOSEPH C	POLICE OFFICER	SIXTEENTH DISTRICT	3/20/88	308.50
ADAMS PHILLIP	POLICE OFFICER	SEVENTH DISTRICT	10/01/87	310.00
ADAMS MICHAEL	POLICE OFFICER	NINTH DISTRICT	3/03/88	150.00
ADAMS MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/19/88	204.50
ADAMS ROBERT	POLICE OFFICER	FIFTEENTH DISTRICT	3/21/88	139.00
ADAMS FREDDIE	POLICE OFFICER	THIRTEENTH DISTRICT	3/27/88	270.00
ADAMS CONRAD	POLICE OFFICER	SEVENTEENTH DISTRICT	3/05/88	222.00
ADAMS DANIEL D	POLICE OFFICER	EIGHTH DISTRICT	3/04/88	405.00
ADAMS DANIEL	POLICE OFFICER	FIFTH DISTRICT	11/29/87	51.00
ADAMS DENNIS	POLICE OFFICER	TENTH DISTRICT	3/26/88	112.50
ADAMS EDWARD	POLICE OFFICER	FIFTEENTH DISTRICT	3/05/88	318.30
ADAMS MARK	POLICE OFFICER	NINTH DISTRICT	12/20/87	1078.95
ADAMS COLLETTA	POLICE OFFICER	FOURTH DISTRICT	2/26/88	161.20
ADAMS JAMES B	POLICE OFFICER	FIFTH DISTRICT	8/15/86	348.00
ADAMS LOLITA	POLICE OFFICER	SIXTH DISTRICT	3/11/88	174.95
ADAMS BYRON	POLICE OFFICER	SEVENTH DISTRICT	6/29/87	372.00
ADAMS RHONDA D	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/06/88	75.00
ADAMS WILLIAM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/01/88	403.50
ADAMS DANIEL	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	2500.00
ADAMS STEPHEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/10/88	412.00
ADAMS JOSEPH H	POLICE OFFICER	ENFORCEMENT SECTION	12/20/87	222.50
ADAMS LONNIE	POLICE OFFICER	SEVENTH DISTRICT	3/22/88	190.00
ADAMS JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/02/88	193.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FELKE	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/17/87	35.00
FORD	POLICE OFFICER	THIRD DISTRICT	3/23/88	175.80
FORMELLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/03/88	172.10
FRANZO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/16/88	794.70
FREEMAN	POLICE OFFICER	THIRTEENTH DISTRICT	3/17/88	188.00
FRELIX	POLICE OFFICER	SIXTH DISTRICT	3/27/88	89.50
FROST	POLICE OFFICER	NINETEENTH DISTRICT	9/02/87	40.00
FULLER	POLICE OFFICER	RECRUIT TRAINING	11/04/87	219.00
GARZA	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	8/27/87	85.00
GARZA	POLICE OFFICER	THIRTEENTH DISTRICT	3/14/88	205.00
GATES	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/31/88	136.00
GAVIN	POLICE OFFICER	TWELFTH DISTRICT	3/23/88	409.00
GLYNN	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/29/88	106.95
GLYNN	POLICE OFFICER	EIGHTH DISTRICT	2/11/88	342.48
GNIADK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/12/87	140.00
GOFF	POLICE OFFICER	NINETEENTH DISTRICT	3/23/88	583.25
GORSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/88	233.00
GRAF	POLICE OFFICER	EIGHTH DISTRICT	10/20/87	99.00
GREEN	POLICE OFFICER	NINETEENTH DISTRICT	2/16/88	271.53
GREEN	POLICE OFFICER	PERSONNEL DIVISION	3/04/88	596.55
GREENE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/15/88	230.20
GUNNELL	POLICE OFFICER	EIGHTH DISTRICT	12/31/87	25.00
HANLEY	POLICE OFFICER	FOURTH DISTRICT	3/13/88	348.10
HANSEN	POLICE OFFICER	THIRTEENTH DISTRICT	3/27/88	117.00
HAYES	POLICE OFFICER	THIRD DISTRICT	3/26/88	372.00
HAYES	POLICE OFFICER	FOURTH DISTRICT	1/29/88	1595.42
HEELAN	POLICE OFFICER	TWELFTH DISTRICT	11/17/87	54.00
HEIMANN	POLICE OFFICER	NINTH DISTRICT	2/23/88	427.60
HICE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	342.55
HINENSTEIN	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/08/88	56.40
HINES	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/13/88	2871.00
HODGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/06/87	13.00
HODGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/16/88	378.00
HODGE	POLICE OFFICER	TRAINING DIVISION	3/25/88	90.00
HOWARD	POLICE OFFICER	FIRST DISTRICT	3/23/88	405.00
HOWARD	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/15/88	279.50
HOWE	POLICE OFFICER	SIXTH DISTRICT	12/06/87	460.00
HUEY	POLICE OFFICER	SECOND DISTRICT	3/11/88	53.90
HUNDRICKER	POLICE OFFICER	RECRUIT TRAINING	2/14/86	19.00
HUSS	POLICE OFFICER	TWENTIETH DISTRICT	3/20/88	207.10
JACONETTI	POLICE OFFICER	FOURTEENTH DISTRICT	12/15/87	75.00
JANSON	POLICE OFFICER	FOURTH DISTRICT	11/05/87	2807.05
JONES	POLICE OFFICER	TWENTIETH DISTRICT	3/05/88	144.00
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	11/27/87	118.00
JONES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/24/88	244.45
KACZOR	POLICE OFFICER	SEVENTH DISTRICT	12/10/87	130.00
KALETA	POLICE OFFICER	FOURTEENTH DISTRICT	3/15/88	303.00
KAZUFSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/13/88	30.00
		SEVENTH DISTRICT	3/09/88	731.19

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
KEARNEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/23/86	335.00
KEATING	POLICE OFFICER	TENTH DISTRICT	3/08/88	590.50
KELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	11/28/87	19.25
KENNEDY	POLICE OFFICER	FIFTH DISTRICT	3/17/88	348.95
KILROY	POLICE OFFICER	RECRUIT TRAINING	3/16/88	341.40
KING	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/88	42.25
KOPICZKO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/18/88	334.50
KOZIOL	POLICE OFFICER	TWELFTH DISTRICT	3/22/88	432.00
KOZLOWSKI	POLICE OFFICER	THIRD DISTRICT	3/02/88	346.00
KRANZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/29/88	139.00
KULEKOWSKIS	POLICE OFFICER	FIRST DISTRICT	3/24/88	61.00
KWASINSKI	POLICE OFFICER	FOURTEENTH DISTRICT	3/16/88	112.00
LAFORTA	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/31/88	142.00
LEADER	POLICE OFFICER	RECRUIT TRAINING	2/06/87	325.00
LEE	POLICE OFFICER	SECOND DISTRICT	3/18/88	150.00
LEONI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/88	644.00
LEVERETTE	POLICE OFFICER	SEVENTH DISTRICT	3/25/88	3034.88
LOCKRIDGE	POLICE OFFICER	FIFTH DISTRICT	3/31/88	93.50
LOIACONO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/27/88	37.00
LONGOS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/19/88	39.00
LUNT	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	3/18/87	515.00
MACK	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/11/88	160.00
MACK	POLICE OFFICER	FOURTH DISTRICT	3/15/88	132.60
MACMILLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	156.00
MAINES	POLICE OFFICER	RECRUIT TRAINING	3/02/88	199.00
MAKOWSKI	POLICE OFFICER	TWELFTH DISTRICT	1/15/88	65.00
MALDONADO	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/08/88	85.00
MALDONADO	POLICE OFFICER	TWELFTH DISTRICT	2/15/88	53.00
MALONEY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/17/87	110.00
MALUCHNIK	POLICE OFFICER	RECRUIT TRAINING	3/25/88	377.00
MANCUSO	POLICE OFFICER	FIFTEENTH DISTRICT	3/06/88	152.75
MANN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/87	30.00
MARLO	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/22/86	30.00
MATHEWS	POLICE OFFICER	FOURTH DISTRICT	3/07/88	210.70
MATHY	POLICE OFFICER	NINTH DISTRICT	3/19/88	68.90
MATURA	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	941.37
MAXIMINI	POLICE OFFICER	FOURTEENTH DISTRICT	1/20/87	740.00
MAZUR	POLICE OFFICER	NINETEENTH DISTRICT	12/19/87	79.00
MAZURSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/29/87	20.00
MCCARTHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/21/88	1566.00
MCGARRY	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	3/13/88	1140.00
MCKENDRICK	POLICE OFFICER	EIGHTH DISTRICT	9/01/87	100.00
MCMANAMON	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	95.00
MEALER	POLICE OFFICER	TENTH DISTRICT	3/22/88	210.00
MEDINA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/05/88	82.75
MENDOZA	POLICE OFFICER	ELEVENTH DISTRICT	3/24/88	158.50
MERCAIDO	POLICE OFFICER	RECRUIT TRAINING	8/30/87	122.00
MERTZ	POLICE OFFICER	SEVENTH DISTRICT	2/25/87	26.00
			3/29/88	1123.50

CITY OF CHICAGO

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MIKLASZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/15/88	187.00
MILDICE	POLICE OFFICER	DETAIL UNIT	3/06/88	90.00
MINELLA	POLICE OFFICER	SIXTEENTH DISTRICT	3/26/88	426.75
MONAGHAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/20/88	168.00
MOORE	POLICE OFFICER	RECRUIT TRAINING	6/30/86	300.00
MOSKAL	POLICE OFFICER	FOURTEENTH DISTRICT	3/31/88	229.00
MOSQUEDA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/88	110.00
MOTA	POLICE OFFICER	RECRUIT TRAINING	1/15/88	65.00
MULVEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/30/87	122.40
NELSON	POLICE OFFICER	SEVENTEENTH DISTRICT	3/12/88	139.00
NOMAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	6159.00
NUTONI	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/15/87	40.00
NYBLOH	POLICE OFFICER	SIXTH DISTRICT	3/21/88	112.75
OCARROLL	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/88	139.75
OCONNOR	POLICE OFFICER	TENTH DISTRICT	3/18/88	284.00
ODONNELL	POLICE OFFICER	BOMB AND ARSON SECTION	3/07/88	401.50
OLSZEWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/15/88	136.00
OSHAUGHNESSY	POLICE OFFICER	YOUTH DIVISION AREA THREE	5/14/87	265.00
OWEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/14/88	284.00
OWEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/19/88	120.00
PADILLA	POLICE OFFICER	TENTH DISTRICT	3/31/88	359.50
PANEK	POLICE OFFICER	SEVENTH DISTRICT	3/14/88	96.00
PANHAM	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/03/88	470.89
PARISI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/10/88	260.25
PARTIDA	POLICE OFFICER	TENTH DISTRICT	1/31/88	275.50
PENKALA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/88	269.00
PEREZ	POLICE OFFICER	ELEVENTH DISTRICT	11/15/87	330.00
PETRO	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/22/88	277.00
PILAFAS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/20/88	198.20
PILLOLI	POLICE OFFICER	EIGHTEENTH DISTRICT	3/08/88	413.25
PITTACORA	POLICE OFFICER	THIRTEENTH DISTRICT	3/17/88	263.69
PLACEK	POLICE OFFICER	EIGHTEENTH DISTRICT	1/14/88	44.00
POCIASK	POLICE OFFICER	SIXTH DISTRICT	2/23/85	1001.19
PONTARELLI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/88	95.25
PORTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/21/87	380.00
PORTELLO	POLICE OFFICER	THIRD DISTRICT	3/30/88	467.65
POSILDOVICH	POLICE OFFICER	TENTH DISTRICT	3/29/88	1333.00
POWELL	POLICE OFFICER	THIRD DISTRICT	11/03/87	1232.50
FRAZNOWSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/02/87	846.23
PREZIOSIO	POLICE OFFICER	TENTH DISTRICT	3/15/88	191.50
PRZYBYLSKI	POLICE OFFICER	SIXTEENTH DISTRICT	11/04/87	3948.70
REID	POLICE OFFICER	RECRUIT TRAINING	8/23/87	50.00
RENDON	POLICE OFFICER	EIGHTEENTH DISTRICT	1/13/88	278.25
REYES	POLICE OFFICER	TENTH DISTRICT	3/31/88	200.50
RIVERA	POLICE OFFICER	TENTH DISTRICT	4/06/82	168.75
ROBINSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/16/87	68.00
RODGERS	POLICE OFFICER	THIRD DISTRICT	1/15/88	5555.60
RODRIGUEZ	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	12/12/87	2639.50
		THIRTEENTH DISTRICT	3/17/88	407.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROHE	POLICE OFFICER	FOURTH DISTRICT	3/27/87	177.85
ROMAN	POLICE OFFICER	ELEVENTH DISTRICT	1/25/88	61.00
ROTUNTO	POLICE OFFICER	SEVENTH DISTRICT	3/28/88	111.50
ROUZAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/88	90.00
RYAN	POLICE OFFICER	TENTH DISTRICT	12/14/87	185.00
SANCHEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/01/86	354.00
SCAPARDINE	POLICE OFFICER	NINTH DISTRICT	2/22/88	900.00
SCHAEDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/02/88	115.70
SCHWIER	POLICE OFFICER	EIGHTEENTH DISTRICT	11/14/87	548.00
SHANAHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/88	302.60
SHEERAN	POLICE OFFICER	TENTH DISTRICT	12/21/87	80.00
SHEILS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/28/88	162.50
STALEY	POLICE OFFICER	SIXTH DISTRICT	3/06/88	576.85
SIMPONS	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/27/88	153.50
SIPICH	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/19/88	346.00
STUDUT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/87	2174.76
SUREGHEH	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	1/23/88	288.00
SUSTAND	POLICE OFFICER	SEVENTH DISTRICT	12/25/87	110.00
SPEIDEN	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/87	40.00
SFRATTE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/15/88	158.50
STANEK	POLICE OFFICER	FIFTH DISTRICT	6/16/87	4328.76
STANEC	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/88	243.00
STEELE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/05/88	329.25
SUMMERVILLE	POLICE OFFICER	ELEVENTH DISTRICT	3/28/88	23.00
THOMAS	POLICE OFFICER	FOURTH DISTRICT	12/21/87	97.00
TORTORIELLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/14/88	423.00
TWIGGS	POLICE OFFICER	ELEVENTH DISTRICT	11/01/87	275.00
VAIL	POLICE OFFICER	ELEVENTH DISTRICT	3/22/88	181.00
VALENTIN	POLICE OFFICER	FOURTEENTH DISTRICT	12/06/87	35.00
VANN	POLICE OFFICER	ELEVENTH DISTRICT	2/28/88	770.50
WALKER	POLICE OFFICER	FIFTH DISTRICT	3/09/88	2302.72
WILLIAMS	POLICE OFFICER	CENTRAL DETENTION SECTION	12/12/87	100.00
YANEZ	POLICE OFFICER	ELEVENTH DISTRICT	3/18/88	154.50
ZENE	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/04/86	20.00
ZOLLER	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/04/88	396.31
ANILOWSKI	LIEUTENANT	DISTRICT RELIEF 2	1/14/88	857.00
BENNETT	FIREFIGHTER	ENGINE COMPANY 84	5/05/87	107.27
BLUM	FIREFIGHTER	ENGINE COMPANY 97	2/22/88	17000.23
BRESNAHAN	FIREFIGHTER	ENGINE COMPANY 116	4/28/88	95.45
BURNS	FIREFIGHTER	ENGINE COMPANY 68	4/20/87	161.00
DALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	1045.00
CASANOVA	FIREFIGHTER	TRUCK 5	9/21/86	60.00
CIAPAS	PARAMEDIC	DISTRICT RELIEF 5	5/02/88	111.50
COKKINIAS	FIREFIGHTER	TRUCK 9	6/18/87	3466.74
CORBIT	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	2/13/88	160.00
COSTANTINI	PARAMEDIC	TRUCK 52	12/01/87	16.01
CRUZ	FIREFIGHTER	ENGINE COMPANY 1/42	2/13/88	37.00
CUNNENS	PARAMEDIC	AMBULANCE 32	2/06/88	68.00
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	3/04/86	1890.00

CITY OF CHICAGO

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CUNNINGHAM	THOMAS	ENGINE COMPANY 121	8/10/86	60.00
DANIELS	LIEUTENANT	ENGINE COMPANY 121	8/10/86	60.00
DIAZ	FIREFIGHTER	TRUCK 32	3/31/88	25.00
EATHAN	FIREFIGHTER	TRUCK 30	11/29/86	80.00
FEHSEL	FIREFIGHTER	ENGINE COMPANY 16	4/17/88	153.00
GIBSON	FIREFIGHTER	ENGINE COMPANY 80	7/06/87	455.00
GOBAC	FIREFIGHTER	TRUCK 58	2/28/88	93.50
GONZALES	FIREFIGHTER	UNKNOWN	3/15/88	85.00
HINCKS	FIREFIGHTER	ENGINE COMPANY 54	2/26/87	95.25
KAVENEY	FIREFIGHTER	ENGINE COMPANY 50	4/29/88	69.00
KEATING	PARAMEDIC	UNKNOWN	10/08/87	395.81
KINGNORTH	LIEUTENANT	DISTRICT RELIEF 1	12/06/87	224.00
KOLMAY	FIREFIGHTER	TRUCK 12	5/06/87	80.00
KUEHL	LIEUTENANT	TRUCK 9	4/20/88	166.75
KYLE	FIREFIGHTER	SQUAD 1	1/06/88	543.50
LAFORTE	FIREFIGHTER	ENGINE COMPANY 129	9/30/87	1000.00
LEON	PARAMEDIC	ENGINE COMPANY 129	4/14/88	93.00
LEONARD	PARAMEDIC	ENGINE COMPANY 129	8/30/86	200.00
LEVIN	FIREFIGHTER	DISTRICT RELIEF 6	4/17/88	200.00
LEWIS	PARAMEDIC	ENGINE COMPANY 19	4/09/88	54.00
LOONEY	LIEUTENANT	DISTRICT RELIEF 1	4/29/87	142.50
LOONEY	FIREFIGHTER	UNKNOWN	11/22/87	186.00
MACE	FIREFIGHTER	TRUCK 20	5/12/88	114.50
MALLARY	FIREFIGHTER	ENGINE COMPANY 74	7/06/87	11.85
MARTIN	PARAMEDIC	DISTRICT RELIEF 5	6/22/87	246.00
MCDERMOTT	FIREFIGHTER	TRUCK 36	11/27/87	46.00
MCLARY	FIREFIGHTER	TRUCK 28	1/23/88	60.00
MCLARY	PARAMEDIC	AMBULANCE 11	11/03/87	322.75
MCLARY	PARAMEDIC	AMBULANCE 11	7/24/87	377.50
MCLARY	POLICE OFFICER	AMBULANCE 11	6/06/87	155.00
MCMANARA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3948.35
MCMANARA	LIEUTENANT	SQUAD 3	2/19/88	2891.57
MESCH	FIREFIGHTER	SQUAD 5	10/04/85	3194.10
MILAS	FIREFIGHTER	ENGINE COMPANY 82	5/08/88	142.25
MOTISI	POLICE OFFICER	UNKNOWN	2/28/88	786.00
MORWOOD	POLICE OFFICER	ENGINE COMPANY 19	4/06/88	383.00
PAVILONIS	FIREFIGHTER	ENGINE COMPANY 54	4/27/87	52.00
PETRASEK	CAPTAIN	ENGINE COMPANY 47	6/02/86	42.00
PONTECORE	LIEUTENANT	ENGINE COMPANY 28	10/15/87	1031.50
RUECK	LIEUTENANT	TRUCK 51	1/30/88	175.00
SCHMITT	LIEUTENANT	ENGINE COMPANY 78	12/06/87	36.00
SEEBAUER	PARAMEDIC	AMBULANCE 26	3/09/88	332.28
SHPIKULA	FIREFIGHTER	TRUCK 57	5/08/88	107.50
SINGLETON	FIREFIGHTER	ENGINE COMPANY 4	4/07/88	177.80
SOGU	PARAMEDIC	DISTRICT RELIEF 6	11/11/87	96.00
STENSLAND	FIREFIGHTER	ENGINE COMPANY 35	4/02/87	260.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	3/03/85	13410.56
STINNETT	PARAMEDIC	AMBULANCE 14	12/27/87	699.00
STRUTZ	PARAMEDIC	AMBULANCE 7	10/22/87	362.00
SULLIVAN	PARAMEDIC	AMBULANCE 44	7/17/87	100.00

7/27/88

REPORTS OF COMMITTEES

16011

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SULLIVAN	CAPTAIN	TRUCK 45	5/06/88	102.75
TAYLOR-MARTIN	PARAMEDIC	AMBULANCE 10	8/04/87	271.00
WARD	FIREFIGHTER	ENGINE COMPANY 126	10/14/86	305.00
WATTS	PARAMEDIC	AMBULANCE 29	1/19/88	398.50
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 98	11/27/87	37.00
WINFREY	FIREFIGHTER	TRUCK 34	9/27/86	123.25
ZAPER	FIREFIGHTER	SQUAD 1	11/04/87	679.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	2178.00
ARCHBOLD	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/86	595.00
BARTOSIK	POLICE OFFICER	EIGHTH DISTRICT	2/25/87	347.00
BECKER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/16/88	44.00
BOLGER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/87	269.50
BURKE	POLICE OFFICER	THIRD DISTRICT	3/06/88	541.00
CAGE	POLICE OFFICER	TENTH DISTRICT	2/02/86	204.00
CASCARANO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/88	217.90
COLONNA	POLICE OFFICER	ELEVENTH DISTRICT	9/27/87	374.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	5249.00
DRANULICH	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/88	375.00
GARCIA	POLICE OFFICER	TENTH DISTRICT	7/18/87	485.00
GOHRSCHE	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/01/88	1614.85
HAFEEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	12/08/81	5400.00
HETHCOAT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/86	2520.00
HICKS	POLICE OFFICER	DETAIL UNIT	3/10/88	312.00
HOFFMAN	POLICE OFFICER	FIFTH DISTRICT	3/06/88	662.00
HOWARD JR	POLICE OFFICER	FIFTH DISTRICT	3/25/88	447.90
IGYARTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/88	612.30
JOSEPHS	POLICE OFFICER	EIGHTH DISTRICT	10/24/87	1368.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	2991.50
KANINISKI	POLICE OFFICER	SEVENTH DISTRICT	3/18/88	176.40
KITKOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/87	3736.00
KOLDOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	8/03/87	3374.40
LANE	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	1/21/88	60.00
LAPINSKI	POLICE OFFICER	SEVENTH DISTRICT	3/18/88	316.00
LIGHTFORD	POLICE OFFICER	NINETEENTH DISTRICT	3/23/88	500.50
LONBARDI	POLICE OFFICER	ELEVENTH DISTRICT	7/14/87	75.00
LOUIS	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTRATION	1/04/87	24.00
MARTINI	POLICE OFFICER	ELEVENTH DISTRICT	11/02/87	1550.90
MCCLORY	POLICE OFFICER	SIXTEENTH DISTRICT	1/31/88	45.00
MOORE	POLICE OFFICER	ENFORCEMENT SECTION	3/10/88	37.00
NELLYGAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/01/88	637.20
NIEKINSKI	POLICE OFFICER	TWELFTH DISTRICT	3/04/88	142.00
ORTIZ	POLICE OFFICER	EIGHTH DISTRICT	1/03/87	420.00
OVERTON	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/10/88	242.50
PIETRONISKI	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	30183.00
REARDON-AUSTIN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	1/07/88	50.00
REEDY	POLICE OFFICER	SEVENTH DISTRICT	2/11/88	275.00
RESCHKE	POLICE OFFICER	SEVENTH DISTRICT	3/21/88	478.00
RIOS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/22/86	45.00
ROKAS JR	POLICE OFFICER	RECRUIT TRAINING	1/31/88	22.00
ROSARIO	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	3/28/88	1987.00
SCIMECA	POLICE OFFICER	THIRTEENTH DISTRICT	3/27/88	534.00
SERFE	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTRATION	9/01/87	343.00
SINENI	POLICE OFFICER	EIGHTEENTH DISTRICT	3/18/87	450.00
SPEERAND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	722.99
SPINA	POLICE OFFICER	NINTH DISTRICT	3/05/88	527.50
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/17/88	1062.00

7/27/88

REPORTS OF COMMITTEES

16013

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STIEHLIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/27/88	143.00
TOOLIS	POLICE OFFICER	TWELFTH DISTRICT	8/25/87	1090.00
TRAPP	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/88	303.00
TREPAC	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/08/88	93.50
WALLACE JR	POLICE OFFICER	ELEVENTH DISTRICT	8/20/87	150.00
WERNHEIM	POLICE OFFICER	FOURTEENTH DISTRICT	10/21/86	220.00
WESTLOVE	POLICE OFFICER	VICE CONTROL SECTION	4/30/87	80.00
WINTOREK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/88	773.73
ZURAIK	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/08/88	110.00
BLITS	PARAMEDIC	TRUCK 52	12/01/87	57.00
CALLAHAN	LIEUTENANT	ENGINE COMPANY 18	2/14/88	442.50
ESCAMILLA	LIEUTENANT	DISTRICT RELIEF 2	10/03/87	219.10
JACOBSEN	FIREFIGHTER	BATTALION 12	8/13/85	1001.00
RAUDATZ	FIREFIGHTER	TRUCK 2	2/14/88	609.50
STANKUS	PARAMEDIC	AMBULANCE 5	5/25/87	62.72

*Placed On File -- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF MAY, 1988.*

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of May, 1988.

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

*Placed On File -- Applications For City Of Chicago
Charitable Solicitation (Tag Day) Permits.*

The Committee on Finance submitted a report recommending that the City Council place on file six applications for City of Chicago charitable solicitation (tag day) permits, as follows:

Diabetes Research Institute Foundation
June 16 through 18, 1989--citywide;

American Diabetes Association
September 30 and October 1, 1988--near north side, south side and Chicago Loop;

National Spinal Cord Injury Association
September 23 and 24, 1988--Loyola University;

The Spiral Temple of Truth
July 30, August 20 or August 27, 1988--south side;

Food Justice Programs
September 2 and 3, 1988--citywide; and

Northwest Home for the Aged
August 25, 1988--north side.

On motion of Alderman Natarus, the committee's recommendations were *Concurred In* and said applications were *Placed on File*.

Action Deferred -- SUPPLEMENTAL LEVY OF TAXES FOR YEAR
1988 ON ALL CITY OF CHICAGO TAXABLE PROPERTY.

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

CHICAGO, July 27, 1988.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration an ordinance from the Office of the Mayor authorizing a Supplemental Levy of Taxes for the Year 1988 on all property in the City of Chicago subject to taxation in the amount of \$56,357,895.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, On December 16, 1987, the City Council of the City of Chicago adopted an ordinance levying taxes on all taxable property in the City of Chicago for the year 1988; and

WHEREAS, The City of Chicago has recently concluded negotiations with representatives of its annuity and benefit funds concerning continuation of medical coverage for retired City employees; and

WHEREAS, The City of Chicago has recently concluded negotiations with unions representing various City employees; and

WHEREAS, It is appropriate that the City provide funding for the implementation of these agreements, and for labor agreements that may subsequently be negotiated; now, therefore,

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

SECTION 1. The sum of Fifty-six Million, Three Hundred Fifty-seven Thousand, Eight Hundred Ninety-five Dollars (\$56,357,895), ascertained by the City Council as the total amount of supplemental appropriations heretofore made for the enumerated corporate purposes to be provided for by a supplemental tax levy to the tax levy ordinance passed by the City Council on December 16, 1987, is hereby levied for the year 1988 on all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Five Hundred Seventy-two Million Dollars (\$572,000,000) levied for all corporate purposes for the year 1988 on December 16, 1987. The purposes for which the appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance of the year 1988 annexed to and made a part of this ordinance. The amounts of the supplemental appropriations and the supplemental amounts levied for each of said purposes, respectively, are set forth below in separate columns:

Note Redemption And Interest Fund
Series D -- 512.

Code	Department And Item	Amounts Appropriated	Amounts Levied
	Department of Finance--General Other Operating Expenses 99-2005		
.0961	For payment of term notes	\$53,540,000	\$53,540,000
.0960	For loss in collection of taxes	2,817,895	2,817,895
	Total from Note Redemption and Interest Fund, Series D	56,357,895	56,357,895

SECTION 2. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance together with the annexed supplemental appropriation ordinance for the year 1988 with the County Clerk of Cook County and the County Clerk of DuPage County.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

Action Deferred-- ISSUANCE OF GENERAL OBLIGATION
TENDER NOTES, SERIES 1988D.

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

CHICAGO, July 27, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance from the Office of the Mayor authorizing the issuance of General Obligation Tender Notes, Series 1988 "D" of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

WHEREAS, The City of Chicago (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 has determined that it is desirable and in the public interest of the City to issue notes of the City to finance current cash requirements of the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes herein provided, 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, has the power to issue such notes; now, therefore,

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

SECTION 1. Finding. The City Council, in accordance with the findings and recommendations of such Committee on Finance of the City Council, hereby finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of Trust Indenture attached hereto as Exhibit "A" (the "Indenture") shall, for all purposes of this Ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes.

(a) For the purpose of providing moneys to finance current cash requirements of the City, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this Ordinance and the Indenture, in an aggregate principal amount of not to exceed \$57,000,000, payable as to principal and interest from the sources indicated in Section 3(c) of this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988D" (the "Notes"). The Notes shall mature on October 31, 1989, and shall be dated, bear interest at such rate or rates (whether fixed to maturity or variable) not to exceed 12% per annum, be subject to payment, redemption and purchase, be of the form and be secured as provided in the Indenture.

(b) Solely to permit the various Note of any Series issued hereunder to have varying Interest Rate Determination Methods, any Notes issued hereunder may be issued and sold as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$10,000,000, (B) deemed to be a "Series" under this Ordinance and the Indenture only for establishing and maintaining an Interest Rate Determination Method for such Notes and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1988C - 1, etc.).

(c) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(d) The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Ordinance and the Indenture at the place, at the time and in the manner provided in the Indenture and in the Notes to the true intent and meaning thereof.

SECTION 4. Proceeds of the Notes. The proceeds from the sale of the Notes shall be used to finance the current cash requirements of the City.

SECTION 5. Security for the Notes. Unless the Comptroller shall determine on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse any Bank appointed pursuant to Section 9 hereof on October 31, 1989, for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Notes, or to pay the principal of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1990, or to pay the principal of and interest on the Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit or (ii) the Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement

obligation or payment of principal of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Funds.

SECTION 6. Sale and Delivery of the Notes. (a) The Notes shall be sold and delivered from time to time as the Comptroller shall determine to a group of underwriters to be selected by the Comptroller (the "Underwriters") subject to the terms and conditions of a contract of purchase related thereto. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. In connection with the offering and delivery of the Notes at separate times, the Comptroller shall be authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of all or any portion of the Notes shall be authorized by the Comptroller pursuant to one or more contracts of purchase as described above, which contract or contracts shall be approved by the Chairman of the Committee on Finance of the City Council.

(b) Subsequent to the sale of any Notes, the Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold and the Series designation, if any, (ii) the initial Interest Rate Determination Method or Methods for such Notes and the initial interest rates determined within each such Interest Rate Determination Method and (iii) the compensation paid to the Underwriters in connection with such sale. A copy of the Indenture providing for the issuance of the Notes and an executed copy of the contract of purchase and the disclosure document relating to such Notes shall be attached to each such notification of sale.

(c) In connection with any sale of Notes, the Acting Mayor or the Comptroller are hereby authorized to execute and deliver such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to accurately describe the current condition of the City and the parties to the financing.

(d) The Registrar shall be authorized to authenticate and deliver the Notes upon telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes have been satisfied.

SECTION 7. Appointment of Trustee, Registrar and Paying Agent; Authorization of Indenture. The City hereby authorizes the Comptroller to appoint the Trustee, the Registrar and the Paying Agent for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee, the Paying Agent and the Registrar shall be evidenced by their execution of the Indenture. The Acting Mayor or the Comptroller are hereby authorized to execute an Indenture in connection with each issuance and delivery of the Notes, each such Indenture to be in the form of Exhibit "A" attached hereto, but with such revisions in text as the Comptroller shall determine are

necessary or desirable in connection with the sale of any such Notes. The final form of each such Indenture shall be executed on behalf of the City by the Acting Mayor or the Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

SECTION 8. Remarketing Agent. The City hereby authorizes the Comptroller to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement outstanding during such annual period.

SECTION 9. The Bank. The City hereby authorizes the Comptroller to obtain a Letter of Credit for the Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Comptroller is hereby authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) execute and deliver a Reimbursement Agreement relating to any Notes so secured and (iii) execute and deliver a Letter of Credit Note in connection with the execution and delivery of any such Reimbursement Agreement. The annual fee paid to any Bank for the provision of a Letter of Credit shall not exceed .25% of the amount available to be drawn under such Letter of Credit.

Any Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 25% per annum.

In appointing the Bank pursuant to this Section 9, the Comptroller must select a banking corporation or association that will cause the Notes to bear one or the two highest short-term ratings available from Moody's and S & P, or one of them in the event that the Notes are not to be rated by both.

SECTION 10. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes.

SECTION 11. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse any Bank appointed pursuant to the provisions of Section 9 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit or the Notes bear interest at a fixed rate to maturity and no Bank has been so appointed, and (c) pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

In the event that proceeds of the taxes to be levied hereunder are not available in time to make any payments when due under the Notes or any related Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Notes or such Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Reimbursement Agreement and the related Letter of Credit Note as the same become due.

SECTION 12. Counterparts. This Ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ordinance.

SECTION 13. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, 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 14. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval and publication.

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

Exhibit "A".

City Of Chicago, Illinois

As Trustee

And

As Paying Agent

Trust Indenture

Dated As Of _____ 1, 1988

Securing
General Obligation Tender Notes
Series 1988D

This Trust Indenture dated as of _____ 1, 1988 between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, located in Cook and Du Page Counties, Illinois and _____, a _____ banking _____, having its principal corporate trust office in Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and _____, as paying agent (said corporation, and any successor or successors as paying agent hereunder, being herein referred to as "Paying Agent");

Witnesseth:

Whereas, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on _____, 1988, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, the execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, in order to provide the funds needed to finance current cash requirements of the City, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1988D (the "Notes"); and

Whereas, in furtherance thereof, the City and _____ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of _____ 1, 1988 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Notes, the Paying Agent shall perform such duties as tender agent as the agent of the Noteholders; and

Whereas, the Notes are to be additionally entitled to the benefits of an irrevocable Letter of Credit issued to the Paying Agent (the "Letter of Credit") by _____ (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement, dated as of _____ 1, 1988 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, original executed copies of the Letter of Credit, Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's office; and

Whereas, the execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee or the Paying Agent, the valid and binding

legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, that to secure all Notes issued and Outstanding under this Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and of the acceptance by the Paying Agent of the duties hereby imposed upon the Paying Agent, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, that to provide for the security of the obligations of the City arising under the Reimbursement Agreement (as hereinafter defined) the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold the same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, first, for the equal and ratable benefit and security of all present and future Noteholders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and premium, if any, and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

*Article I.**Definitions.*

Section 1.01. Definitions. The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" means an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to the identity of the Bank. Any Alternate Letter of Credit shall expire not earlier than the Letter of Credit being replaced thereby. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S.&P., if the Notes are rated by S.&P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Indenture.

"Bank" means, initially, _____, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.05(c) hereof, "Bank" shall mean the issuer of such Letter of Credit or Alternate Letter of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its successors in such capacity and its assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

"Bond Counsel" means the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the City, or cities, respectively, in which are located the Principal Offices of the Trustee, the Paying Agent, the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"City" means the City of Chicago, Illinois.

"City Council" means the governing body of the City as from time to time constituted.

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set under Section 2.02(b).

"Commercial Paper Rate Period" means, with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 2.02(b).

"Comptroller" means the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with the Paying Agent into which account shall be deposited certain Notes provided in Article V hereof.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(c).

"Event of Default" means any of the events stated in Section 7.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(c).

"Fixed Rate Period" is defined in Section 2.02(c).

"Indenture" means this Trust Indenture as amended or supplemented at the time in question.

"Interest Payment Date" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Period" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Rate" means the rate or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time. An interest Rate Determination Method may be for a Daily Rate, a Commercial Paper Rate or a Fixed Rate.

"Letter of Credit" means the irrevocable letter, or letters of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.05(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Indenture. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate

otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Indenture.

"Letter of Credit Note" means a note issued pursuant to a Reimbursement Agreement.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Notes" means the General Obligation Tender Notes, Series 1988D, of the City, issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder" means the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 2.10 hereof.

"Ordinance" means the ordinance adopted by the City Council of the City on _____, 1988, authorizing the issuance of the Notes, pursuant to which this Indenture is being executed and delivered.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used in reference to the Notes, shall mean, as at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee or the Registrar at or prior to such date for cancellation;

(b) those matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture; and

(c) those in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Paying Agent" means, initially, _____, New York, New York, or any other or successor paying agent appointed in accordance with Section 8.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent means the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

"Principal Office" means, (i) with respect to the Bank, the Paying Agent, the Remarketing Agent and the Trustee, the Principal Offices described in the definitions of such terms and (ii) with respect to any other entity, the principal office of such entity designated in writing by such entity to the Trustee and the Paying Agent.

"Rating Agency" means Moody's or S & P.

"Record Date" is defined in the form of Note attached hereto as Exhibit A.

"Registrar" means the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" means the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the reimbursement agreement or agreements executed and delivered contemporaneously with the original issuance of the Notes or any Series of Notes, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Reimbursement Agreement herein shall be deemed to refer to the Reimbursement Agreement related to the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, _____, or any other remarketing agent appointed in accordance with Section 8.28 hereof. "Principal Office" of the Remarketing Agent means the address given by the Remarketing Agent in writing to the City, the Trustee, the Paying Agent and the Bank.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 8.28 of this Indenture, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Series" shall have the meaning assigned to such term in Section 2.01(c) hereof.

"Service Fund" means the fund created pursuant to Section 5.06 hereof, and held and administered by the Paying Agent.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"S & P" shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S & P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Supplemental Indenture" shall mean any indenture modifying, altering, amending, supplementing or confirming this Indenture for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean _____, as trustee under this Indenture, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Indenture is located at 311 West Monroe Street, Chicago, Illinois 60690.

Section 1.02. Construction. This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.
- (d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Article II.

The Notes.

Section 2.01. Authorization Of Notes.

(a) Upon the execution and delivery hereof, the City shall execute the Notes and deliver them to the Paying Agent for authentication. At the direction of the City, the Paying Agent shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988D" (the "Notes"). The Notes shall be dated as provided in Section 2.06(b) hereof.

(b) The Notes shall be issued for the purpose of financing the current cash requirements of the City, shall be in an aggregate principal amount of not to exceed \$_____ shall mature on October 31, 1989, and shall bear interest at such rate or rates not to exceed 12% per annum, and be subject to prior redemption upon the terms and conditions as hereinafter set forth.

(c) In order to permit the various Notes to have varying Interest Rate Determination Methods, the Notes are being issued and sold as several sub-series, which are in the principal amounts and are designated as provided in Exhibit "B" attached hereto and made

a part hereof. Each such sub-series shall be deemed to be a "Series" under this Indenture only for establishing and maintaining an Interest Rate Determination Method for the Notes of such sub-series.

(d) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(e) The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Indenture at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

(f) The total principal amount of Notes that may be Outstanding under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

Section 2.02. Interest Rate Determination Methods For The Notes.

(a) **Daily Rate.** When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate as provided in this Section 2.02(a). Each Daily Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day for which the rate is set at 100% of their principal amount plus accrued interest, if any. The Comptroller shall set a Daily Rate for any Series of Notes bearing interest at a Daily Rate on the first Business Day on which such Series of Notes bears interest at a Daily Rate, which Daily Rate shall be in effect on such Business Day and shall remain in effect until a new Daily Rate is determined and established by the Comptroller. Immediately after the determination of a new Daily Rate, but not earlier than 1:00 P.M. on the Business Day next preceding the Business Day on which such new Daily Rate is to become effective, nor later than 9:00 A.M. on the Business Day on which such new Daily Rate is to become effective, the Comptroller shall give telephonic, telex or telegraphic notice thereof, which if given by telephone shall be promptly confirmed in writing, to the Paying Agent, the Trustee, the Remarketing Agent and the Bank.

The Daily Rate for any non-Business Day upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, will be the rate established on the first Business Day after the date of such commencement.

If for any reason a court holds that the Daily Rate set for any day is invalid or unenforceable, then on the first such Business Day and each Business Day thereafter and until the Comptroller is able to again set a valid and enforceable Daily Rate and resumes determination of the Daily Rate, the Daily Rate on each Business Day shall be a rate per annum equal to 70% of the 30-day dealer taxable commercial paper rate as published by the Federal Reserve Bank of New York on such Business Day for the next preceding Business Day.

(b) Commercial Paper Rate.

(i) **Determination of Commercial Paper Rate.** The Commercial Paper Rate and the Commercial Paper Rate Period for each Note of a Series bearing interest at a

Commercial Paper Rate will be determined by the Comptroller, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as provided herein, on the Business Day preceding on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at 100% of its principal amount. The Notes of any Series may have different Commercial Paper Rate Periods and different Commercial Paper Rates. Interest on any Note bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, but excluding, the last day of such Period.

If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period which immediately follows a Commercial Paper Rate Period, a Commercial Paper Rate Period of the same duration and the same Commercial Paper Rate as the Commercial Paper Rate Period then ending will follow. If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period following a Daily Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate for any such Note will follow, and the Commercial Paper Rate for such Note for such Commercial Paper Rate Period shall be that annual rate of interest equal to 70% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bill shall have been sold at the most recent Treasury auction within the preceding 30 days.

(ii) Determination of Commercial Paper Rate Periods by Comptroller. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative, yield of, such Note based upon the factors set forth in Section 2.03(b), unless the Comptroller's direction requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as described above. In all cases, the party making the determination as to the Commercial Paper Rate for any Note shall also make the determination as to the length of the Commercial Paper Rate Period for such Note. The last day of any Commercial Paper Rate Period for the Notes of any Series shall be a Business Day or the maturity date for the Notes of such Series.

(iii) Limitation. Notwithstanding the foregoing, if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate.

(c) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the rate necessary (as determined by the Comptroller on the Determination Date) for the Remarketing Agent to sell the Notes of such Series on the first day of the Fixed Rate Period at 100% of their principal amount plus accrued interest, if any.

If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for any Series of Notes shall not have been satisfied on the first day of the proposed Fixed Rate Period, such change shall not be effective, and such Notes shall bear interest at the Daily Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly designated for such Notes hereunder. In such event, the Paying Agent shall give telephonic (subsequently confirmed in writing) or telegraphic notice to each Noteholder that had delivered an election to retain its Notes upon the change to a Fixed Rate that the Notes of such Noteholder are deemed tendered and shall be presented to the Paying Agent for payment of the purchase price thereof.

Section 2.03. Changes In Interest Rate Determination Method.

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. Such notice shall contain (i) the effective date, (ii) the proposed Interest Rate Determination Method, (iii) if the change is to a Short Term Rate, the date or dates, if any, upon which the determinations required pursuant to paragraph (b) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (iv) if the change is to a Commercial Paper Rate, whether the Commercial Paper Rates and the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent, and (v) if the change is to a Fixed Rate, the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exemption of interest on the Notes from federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the Opinion of Bond Counsel referred to in the preceding paragraph, may (1) make the determinations regarding the Interest Rate Determination Method for any Series of Notes pursuant to paragraph (b) below or to cease to make such determinations for a specific or an indefinite period of time, (2) while the Notes of any Series bear interest at a Commercial Paper Rate, require the Remarketing Agent to set each Commercial Paper Rate and the length of each Commercial Paper Rate Period pursuant to Section 2.02(b) or to cease to do so for a specific or an indefinite period of time or (3) override a determination regarding the Interest Rate Determination Method for any Series of Notes made by the Remarketing Agent pursuant to paragraph (b) below,

provided that notice of a change in the Interest Rate Determination Method pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. When directed to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any Series of the Notes should be changed to a different Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (i) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (ii) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from federal income taxation.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term Rate or the Fixed Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) Limitations on Changes in Interest Rate Determination Method. Any change in the method of determining interest on the Notes of any Series pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the date following the last day of the Commercial Paper Rate Period of all Notes of such Series;

(ii) If a Daily Rate is then in effect, the effective date of any change must be the first Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to Section 2.03(b) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 2.03(d) then in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 2.03(a) or Section 2.03(b), as the case may be. The notice will state:

(i) that the interest rate determination method will be changed and what the new method will be;

(ii) the effective date of the new rate;

(iii) a description of the new Interest Rate Determination Method that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request;

(iv) the Interest Payment Dates and Record Dates in the new period;

(v) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow; and

(vi) that the Notes of such Series will be subject to mandatory tender for purchase on the effective date of the change as provided in the Notes, that the owner may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

In addition, if the change is to a Fixed Rate, the notice will state:

(i) the Determination Date;

(ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series;

(iv) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change;

(v) that during the Fixed Rate Period there will be no right to tender the Notes;

(vi) that the Notes are not subject to optional redemption during the Fixed Rate Period; and

(vii) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

In addition, if the change is to a Commercial Paper Rate, the notice will state:

(i) that during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series at the option of the owner thereof;

(ii) that the Notes are not subject to optional redemption during the Commercial Paper Rate Period; and

(iii) that on the last day of each Commercial Paper Rate Period for each Note, each such Note will be subject to mandatory tender for purchase without further notice, but that a Noteholder may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

The form of each notice provided for in this Section 2.03(d) shall be furnished to the Paying Agent by the Trustee.

Section 2.04. Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the interest rates supplied to the Paying Agent by the person setting them and will confirm such amounts when computed with the Trustee and the Remarketing Agent. The Remarketing Agent shall promptly advise the Paying Agent by telephone, promptly confirmed in writing, upon request, of any interest rate set by the Comptroller or Remarketing Agent. Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Comptroller and Bank orally at the request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller by telephone (promptly confirmed in writing), not later than the close of business on the day on which such interest rate is set. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05. Optional and Mandatory Tenders. (a) Any Noteholder of a Note bearing interest at a Daily Rate has the right, subject to the provisions of paragraph (d) of this Section to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any

integral multiple thereof, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, and to receive payment of the purchase price therefore, all as provided in the form of the Notes. In the absence of a validly designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

(b) The Notes are subject to mandatory tender and are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, at the following times:

(i) When Notes bear interest at a Commercial Paper Rate, each Note shall be subject to mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes.

Owners of Notes may elect to retain their Notes notwithstanding such requirement of mandatory tender as provided in the form of Note attached hereto as Exhibit "A".

(c) The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 2.10 hereof. The Paying Agent shall promptly notify the Bank of the principal amount of any Notes deposited in the Custody Account. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation. Any Notes remaining on deposit in the Custody Account on the date of maturity thereof shall be presented to the Registrar for cancellation.

(d) If an Event of Default, as defined in Section 7.01(a) hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 7.01(b) hereof, none of the Notes shall be subject to optional tender pursuant to Section 2.05(a) prior to the maturity thereof.

(e) Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent and the Remarketing Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be Outstanding hereunder. If, in the case of an optional tender pursuant to paragraph (a) of this Section, (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given, and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no longer Outstanding. The Registrar shall give prompt telephonic,

telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

(f) Notes tendered as provided in Section 2.05 hereof will be offered for sale by the Remarketing Agent except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) Section 4.01 will be cancelled.

(ii) Notes purchased by the City pursuant to Section 4.02(a) hereof will be cancelled.

(iii) Notes purchased by the City pursuant to Section 4.02(b) hereof may be remarketed only if the Opinion of Bond Counsel required by Section 4.02(b) is provided to the City and the Remarketing Agent.

(iv) Notes for which a notice has been given pursuant to Section 2.03(d) hereof regarding a change in the Interest Rate Determination Method for such notes may be remarketed before the effective date of such change only if the buyer receives a copy of said notice.

(v) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 2.05(c) hereof is provided to the Paying Agent.

(vi) Notes will be offered for sale under this Section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

Section 2.06. Form, Payment and Dating of Notes. (a) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit "A" hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, such new Note, or portion thereof, shall be deemed to be the Note called for redemption, and the Paying Agent shall supply the owner of such new Note with a copy of the applicable notice of redemption for such Note.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except Notes of any Series bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

(c) The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes (i) in the case of Notes bearing interest at a Short Term Rate, shall be paid to the Noteholders owning nor less than \$1,000,000 in principal amount of Notes on the Interest Payment Date in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given to the Paying Agent by such Noteholders at the time of the registration thereof and (ii) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (i), in the absence of instructions given by Noteholders described in said clause (i) and in the case of all Notes bearing interest at a Fixed Rate shall be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of any such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 2.10 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

(d) All Notes will be dated the date of their original issuance.

(e) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Section 2.07. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Acting Mayor and the City Comptroller ad attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Section 2.08. Delivery and Registration. No Note shall be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit "A" hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

Section 2.09. Lost, Destroyed, Improperly Cancelled or Undelivered Notes. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; providing that

(a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 2.09 except for improper cancellation by the Registrar.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note subject to Tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Paying Agent for the purchase of such Note and the Registrar shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.10. Transfer, Registration and Exchange of Notes. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

The City, the Trustee, the Paying Agent, the Registrar and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee, the Paying Agent, the Registrar nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder

shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Registrar may make a charge only in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any Series of Notes, the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will complete the Commercial Paper Rate Legend contained on the face of the Note as set forth in Exhibit "A".

Section 2.11. Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12. Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar.

The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

Article III.

Proceeds Of The Notes.

Section 3.01. Proceeds of the Notes. The proceeds from the sale of the Notes shall be deposited with the City Treasurer and used to finance the current cash requirements of the City.

Article IV.

Redemption And Purchase By City.

Section 4.01. Redemption. (a) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate shall be subject to optional redemption by the City on the first day of each month, as a whole and pursuant to the procedures in Section 4.03 hereof.

(ii) Any Series of the Notes bearing interest at a Commercial Paper Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof.

Section 4.02. Purchase by City. (a) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05(a) hereof or subject to mandatory tender pursuant to Section 2.05(b) hereof or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone (promptly confirmed in writing), telex or telegraphic communication by the Comptroller (i) in the case of the purchase of a Note tendered pursuant, to Section 2.05(a) hereof or a Note held in the Custody Account, not

later than 2:00 P.M. on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 2.05(b) hereof, not later than 3:00 P.M. on the sixth-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days for Notes subject to mandatory tender at the end of such Commercial Paper Rate Period). Such notice from the Comptroller shall state the principal amount and Series of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 2.05(b). In the event any Notes are to be purchased for cancellation on a mandatory tender date, the Paying Agent shall notify the owners of Notes selected for purchase by telephone (promptly confirmed in writing), telex or telegraph that the Notes of such owners identified in such notice must be tendered for purchase on the mandatory tender date, that the right to retain such Notes no longer exists and that any election to retain such Notes previously made is rendered void and of no effect. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.02(a) shall be furnished to the Paying Agent by the Trustee. Any Notes so purchased for cancellation shall be selected first, from Notes on deposit in the Custody Account, second, from any Notes as such become available upon optional tender and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 2.05(b) hereof, provided, that if less than all of the Notes subject to mandatory tender pursuant to Section 2.05(b) hereof are to be purchased for cancellation, the Notes so purchased shall be selected first from Notes which the owners thereof have not elected to retain and thereafter by lot in such manner as the Paying Agent deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be purchased through the Remarketing Agent and provided further that such Notes may only be sold or remarketed if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exemption of interest on the Notes from Federal income taxation. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03. Procedure for Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclauses (i) or (ii) of Section 4.01; and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(a) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth any additional information relating to such redemption

as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. Such notice shall be given by mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01 hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(b) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of Section 4.01 of this Indenture, notice shall be given by mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Notes and all such Notes shall be subject to redemption on the date specified by the Paying Agent. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for partial redemption as provided in Section 4.01(a)(i) hereof, the particular Notes to be redeemed shall be selected by the Registrar in denominations of \$100,000 or \$5,000, as the case may be, or any integral multiple thereof.

If it is determined that one or more, but not all, of the \$100,000 or \$5,000, as the case may be, units of principal amount represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Paying Agent for (i) payment to such Noteholder of the redemption price of such unit or units of principal amount called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same Series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefor.

If the Noteholder of any such Note of a denomination greater than \$100,000 or \$5,000, as the case may be, shall fail to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(d) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders.

Section 4.04. No Partial Redemption of Notes After Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clauses (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1988D, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.02. Deposits into Note Fund. (a) The City shall deposit into the Note Fund the moneys pledged under this Indenture to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Notes when necessary. Such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 5.07 hereof.

(b) The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

Section 5.03. Use of Moneys in the Note Fund. (a) Moneys deposited in the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

(b) Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the Note Fund, remit immediately available funds on such day to the Bank.

(c) Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of the Reimbursement Agreement.

Section 5.04. Custody of Note Fund; Withdrawal of Moneys. (a) The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 5.03, 5.10 and 8.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the laws of the State of Illinois and by the Reimbursement Agreement upon the direction of the Treasurer.

(b) All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provision hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.05. Letter Of Credit.

(a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of and interest on the Notes required to be made whether upon stated maturity, any redemption or any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to make all payments in full of the purchase price of Notes tendered pursuant to Section 2.05(a) or 2.05(b) hereof.

On the date on which any Series of Notes begins to bear interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to

and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period, calculated (i) at the actual rate of interest on Notes for any day interest is to accrue at a rate known on the date such draw is made and (ii) at the rate of 12% for any day interest is to accrue at a rate unknown on the date such draw is made.

On the date on which any Series of Notes begins to bear interest at a Fixed Rate and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 73 days interest borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give notice by mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. An Alternate Letter of Credit may not be delivered during a Commercial Paper Rate Period, unless the date of delivery of such Alternate Letter of Credit is an Interest Payment Date for all Notes in the Commercial Paper Rate Period to be secured by such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank, on the termination date of such Letter of credit, in accordance with the terms of such Letter of Credit, for cancellation. In the event the previously held Letter of Credit and the Alternate Letter of Credit then being delivered are contemporaneously effective for any period, any draws to be made under the Letter of Credit during such period shall be made under the Alternate Letter of Credit. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) The Paying Agent shall, not later than (i) 12:00 Noon on the day on which any Note is to be tendered as provided in Section 2.05(a) hereof and (ii) 5:00 P.M. on the Business

Day next preceding the day on which any Note is to be tendered as provided in Section 2.05(b) hereof, draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note to be tendered or deemed tendered. No later than 12:30 P.M. on the day on which such Note is to be tendered, the Remarketing Agent shall notify the paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the Remarketed Notes in immediately available funds, which shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to Section 4.02 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to Section 4.02(a) hereof.

(f) So long as any of the Notes are Outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof, whether upon any Interest Payment Date, maturity, redemption, optional tender or mandatory tender. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement.

(g) The Paying Agent shall draw no funds under the Letter of Credit for the payment of any principal of or interest on Notes on deposit in the Custody Account.

(h) The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent as designated hereunder or as otherwise permitted or required by this Indenture and the Letter of Credit.

Section 5.06. Creation of Service Fund. (a) Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1988D, Service Fund" (the "Service Fund"). The Service Fund shall contain a separate account for each Series of the Notes. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 5.09 and 5.10 hereof.

(b) Each account within the Service Fund shall contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all other

moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

(c) The Comptroller is hereby authorized to enter into such agreements with the Trustee or Paying Agent providing for the further segregation of moneys held in the Service Fund or the Note Fund into additional subaccounts as may be necessary for carrying out the purposes of this Indenture.

(d) Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not later than the date or dates on which such funds will be needed for the purposes for which they were deposited in the Service Fund, and in any event, not later than thirty (30) days from the date of such investment. All amounts invested shall mature so as to insure timely payment on the Notes.

Section 5.07. Security for the Notes. Unless the Comptroller shall certify to the Bank on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1989, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Notes, or to pay the principal of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1990, or to pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5.07 into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. (a) In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in anticipation of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

(b) The Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(c) The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

(d) In the event an advance is made to the City in accordance with the Reimbursement Agreement creating a payment obligation under the Letter of Credit Note, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such advance.

Section 5.09. Notes Not Presented for Payment. (a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to said Notes.

(b) Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, unless an abandoned property law designates another person, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.10. Payment to City. (a) Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

(b) Except as provided in Section 5.09(b) hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

(c) Except as provided in Section 5.09(b) hereof, any moneys remaining in any account of Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

(d) The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

Article VI.

General Covenants Of City.

Section 6.01. Performance of Covenants. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.02. Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code"), or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all covenants, representations and assurances contained in a certificate or agreement regarding tax-exemption to be prepared by counsel approving the Notes; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to comply and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Article VII.

Events Of Default And Remedies.

Section 7.01. Events of Default. (a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(iii) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of Section 2.05 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 51% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii), or (iv) of paragraph (a) of this Section, the Trustee may, and at the written request of Noteholders owning not less than 51% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by Mail to all Noteholders owning Outstanding Notes.

Section 7.02. Remedies. (a) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 51% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

(b) In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 7.01(b) hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar hereunder.

Section 7.03. Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of Section 4.01(a) hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by Mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01 hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by Mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders, the Paying Agent, the Registrar and the Remarketing Agent respectively, and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

Section 7.04. Noteholders' Right To Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture.

Section 7.05. Limitation on Noteholders' Right To Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 51% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06. No Impairment of Right To Enforce Payment. Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07. Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09. No Waiver of Remedies. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10. Application of Moneys. Any moneys received by the Trustee, (except for moneys under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were drawn, as provided herein), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six percent per annum, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the

provisions of the ordinance) with interest on such Notes at the rate of six percent per annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 7.10, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of clause (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.11. Severability of Remedies. It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Article VIII.

Appointment And Duties Of Various Parties.

Section 8.01. Appointment of Trustee, Paying Agent and Registrar. The City hereby appoints (i) _____, Chicago, Illinois, as Trustee, and (ii) _____, New York, New York, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee and by the Paying Agent and Registrar shall be evidenced by their execution and delivery of this Indenture. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 8.03. Limitations on Liability. (a) The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

(b) The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder, except for negligence or willful misconduct, provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this Indenture, and provided, further, that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

Section 8.04. Compensation, Expenses and Advances. (a) The Trustee, the Paying Agent and the Registrar under this Indenture shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the

compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Indenture shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this Section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 5.10 hereof.

(b) The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Section 8.05. Notice of Events of Default. (a) The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01 (a) hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 51% in principal amount of the Notes then Outstanding.

(b) The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clauses (i) and (ii) or, upon having notice thereof, clauses (iii) and (iv) of Section 7.01(a) hereof.

Section 8.06. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Section 8.07. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at his request unless his Note shall be deposited with such entity or satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee, the Paying Agent and the Registrar may conclusively rely upon, a written instrument from the City signed by its Comptroller as to any fact or circumstance concerning which the Trustee requests verification, the Trustee, the Paying Agent and the Registrar may conclusively rely upon a certificate signed by such Comptroller.

Section 8.08. Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10. Removal of Trustee. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.11. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

Section 8.12. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.13. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14. Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(a) hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 8.15. Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (iv) of Section 7.01(a) hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 51% in principal amount of the Notes then outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

Section 8.17. Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller and the Bank.

Section 8.18. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by Mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Paying Agent and Registrar shall have been appointed and shall have accepted the duties of Paying Agent and Registrar as hereinafter provided, and (ii) the resigning Paying Agent transfers and assigns the Letter of Credit to the successor Paying Agent, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Paying Agent and Registrar and the transfer and assignment of the Letter of Credit. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 8.22 hereof.

Section 8.19. Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and, provided further, that the Paying Agent shall transfer and assign the Letter of Credit to the successor Paying Agent upon such removal.

Section 8.20. Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Section 8.21. Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.22. Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar meeting the qualifications set forth in Section 8.21 hereof.

Section 8.23. Acceptance of Duties by Successor Paying Agent and Registrar. In order to evidence the acceptance of the position of Paying Agent and Registrar hereunder, any successor Paying Agent and Registrar appointed hereunder, shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or

conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 8.04(a) hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Section 8.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.25. Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

- (a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;
- (b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and
- (c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

Section 8.26. Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

- (a) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and
- (b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

Section 8.27. Payments by Paying Agent and Registrar. Any provision of this Indenture to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Indenture shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Section 8.28. Remarketing Agent. The City hereby appoints _____ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

The Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent, as the case may be; provided, however, that the Trustee, in its capacity as Remarketing agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

Section 8.29. The Bank. The City hereby appoints _____ as the Bank, in its capacity as issuer of the Letter of Credit.

Section 8.30. Limitations upon Rights. Notwithstanding any other provision of this Indenture to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Indenture shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Indenture, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

Article IX.

Amendment To This Indenture.

Section 9.01. Limitations on Amendments of this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

Section 9.02. Amendments Without Noteholder Consent. (a) The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with written consent of, the Bank, the Trustee and the Paying Agent amend this Indenture as follows:

- (i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (ii) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;
- (iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;
- (v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;
- (vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clauses (i), (ii) or (iii) of Section 9.02(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and

(viii) to provide any amendment necessary to provide for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

(b) Before the City shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee and the Paying Agent an opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

and the Paying Agent may rely conclusively upon such opinion as to such matters.

Section 9.03. Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this section and not otherwise, the City may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the consent of Noteholders of not less than 60% in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), adopt any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Paying Agent or the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to adopt any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause the notice of the proposed Supplemental Indenture to be given by mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and

the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee or the Paying Agent from adopting, executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 9.04. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 9.05. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture which affects any rights, powers, remedies, agreements or obligations of the Bank under this Indenture, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Indenture shall be furnished to the Bank, Moody's and S.&P., by the Trustee.

Article X.

Miscellaneous.

Section 10.01. Parties in Interest. (a) Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

(b) The provisions of this Indenture shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 10.02. Severability. In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.03. No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 10.04. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.05. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Indenture shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 10.06. Notices. (a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at _____, Chicago, Illinois _____, Attention: _____; if to the Paying Agent or the Remarketing Agent, other than with respect to tenders at the address designated to the City by each and, with respect to tenders, at such other or similar address as shall be designated to the City by each, if to the Registrar, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination or expiration of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 5.05 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying

Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any redemption or purchase for cancellation of the Notes or (viii) any change in the Interest Rate Determination Method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Public Finance Department--Structured Finance Group, and to Standard and Poor's Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 10.07. Business Days And Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Indenture, shall mean the local time prevailing in the City of New York, New York.

Section 10.08. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Indenture.

In Witness Whereof, the City of Chicago, Illinois has caused this Indenture to be executed by its Acting Mayor, attested by its City Clerk and its corporate seal to be affixed hereto; _____ has caused this Indenture to be executed by one of its _____ Vice Presidents, attested by one of its _____ and its corporate seal to be affixed hereto; and _____ has caused this Indenture to be executed by one of its _____ Vice Presidents, attested by one of its _____, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this Trust Indenture reads as follows:

Exhibit "A"

(Form Of Note).

A. Forms Generally. The Notes, the Certificate of Authentication and the Form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Exhibit "A" with such appropriate insertions, omissions, substitutions and other

variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Registered Note.

(Front Side)

Registered
No. _____

Principal Amount
\$ _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1988D.

Maturity
Date: _____

Date of
Original Issue: _____

Commercial Paper Rate Legend.

Beginning of
Commercial Rate
Period*:

End Of Commercial Paper
Rate Period (Mandatory
Tender Date)*:

Current
Commercial
Paper Rate*:

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said

Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of _____, New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Paying Agent in the manner provided in the Indenture.

If an Event of Default (as defined in the Indenture) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by _____, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

* To be completed by Paying Agent while in Commercial Paper Rate Period.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

No covenant or agreement contained in this Note or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council of the City nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Acting Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

[Signature form omitted for printing purposes.]

(Form Of Note -- Reverse Side).

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1988D, of the City (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of _____ 1, 1988, between the City, the Trustee and the Paying Agent (the "Indenture"), for the purpose of providing funds to finance current cash flow requirements of the City.

2. Definitions. Any term used herein as a defined term but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of _____ (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount equal to not less than seventy-two (72) nor more than two hundred fifteen (215) days' accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if

any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Paying Agent of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Indenture. While there exists an Event of Default under the Indenture, the interest rate on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below).

When interest is payable at a Daily, or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the rate of six percent (6%) per annum.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest was paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	From any Interest Payment Date or the first day on which the Notes bear interest at a Daily Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before Interest Payment Date
Commercial Paper	From 1 to 180 Days as determined for each	Last Business Day of applicable Commercial paper	Last Business Day before Interest Payment

	Note pursuant to the Indenture ("Commercial Paper Rate Period")	Rate Period	Date
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the (i) next succeeding June 30 or December 31 prior to maturity, or (ii) Business Day preceding the maturity date for the Notes	Next Day	(i) Prior to the maturity of the Notes, the fifteenth day of the month (June or December) before the payment date and (ii) in connection with the maturity date of the Notes, October 16, 1989

"Business Day" is defined in the Indenture. Payment of defaulted interest will be made to owners of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the Noteholder hereof as of the Record Date (a) in the case of Notes bearing interest at a Short Term Rate, in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or desposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given by a Noteholder owing not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of the registration thereof and (b) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (a), in the absence of instructions given by Noteholders described in said clause (a) and in the case of all Notes bearing interest at a Fixed Interest Rate, shall be paid by check or draft of the Paying Agent mailed to such Noteholder's registered address. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

(a) Optional Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, by delivering.

(i) an irrevocable written or telephone notice to the Paying Agent and the Remarketing Agent (see address below) by 10:00 A.M., New York City time, on a Business Day, stating the principal amount and Series designation, if any, of the Note and the date (which may be the date the notice is delivered) on which the Note is to be purchased, and

(ii) the Note to the Paying Agent (address below) by 12:00 noon, New York City time, on the date of purchase (see additional requirements below).

(b) **Mandatory Tenders.** The Notes are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Registered Owners Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Paying Agent.

(i) **Mandatory Tender on Each Interest Payment Date During Commercial Paper Rate Period.** When any Series of Notes bears interest at a Commercial Paper Rate, each Note of such Series will be subject to mandatory tender as provided above on the Interest Payment Date for such Note. If Notes are also subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph. Owners of Notes may elect to retain their Notes as provided below.

(ii) **Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes.** On the effective date of a change in the Interest Rate Determination Method for any Series of Notes (the three methods being Daily, Commercial Paper or Fixed Rates) the Notes of such Series will be subject to mandatory tender as provided above on the effective date of such change. Owners of Notes may elect to retain their Notes as provided below.

(c) **Elections to Retain.** In order to elect to retain Notes subject to mandatory tender as provided above, Noteholders must deliver the Notes with respect to which such election is made to the Paying Agent at its address set forth below by the sixth-to-last Business Day before the mandatory tender date (or on the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the Paying Agent not to provide for the purchase of such Notes (or the portion thereof specified therein) on the mandatory tender date, (2) agreeing not to sell such Notes or portion thereof prior to the mandatory tender date, (3) agreeing not to exercise any tender applicable to such Notes prior to the mandatory tender date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the mandatory tender date.

If the Notes are subject to mandatory tender due to a change in the Interest Rate Determination Method to a Commercial Paper Rate,

(1) the election must also direct the Paying Agent not to provide for the purchase of such Notes for any subsequent Commercial Paper Rate Period established between the date of such election and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the election must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any such election to retain Notes shall be irrevocable and any right to tender such Note at the option of the owner thereof shall not be exercisable by such owner once the election has been made. Any such election to retain shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. In addition, the failure by the owner timely to make any such election to retain Notes shall be binding on any subsequent owner of such note or any note delivered in substitution therefor.

Notwithstanding the foregoing, no election to retain a Note subject to mandatory tender may be made with respect to any Note, and any such election that may have been made may be rendered void, if the City has directed that such Note be purchased for cancellation pursuant to the Indenture.

Any Note received by the Paying Agent pursuant to an election to retain shall be held in safekeeping for its owner and a new Note shall be delivered to such owner (or his agent) on the mandatory tender date.

(d) **Payment of Purchase Price.** The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, this Note must conform in all respects to the description contained in the notice delivered by the Noteholder pursuant to paragraph 7(a)(i), above, and must be physically delivered to the Paying Agent properly endorsed for transfer. This Note must be accompanied by an instrument of transfer executed in blank by the Noteholder and with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Paying Agent may refuse to accept deliver of this Note if a proper instrument of transfer is not provided.

(e) **Delivery Addresses; Additional Delivery Requirements.** Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent:

Notes and Notices
to Paying Agent:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses.

(f) No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable.

(g) Effect of Redemption or Mandatory Tender. Notes tendered for purchase on a date after a call for redemption or before a mandatory tender date but before the redemption date or mandatory tender date shall be purchased pursuant to the tender.

8. Redemptions. All redemptions will be made in funds immediately available on the redemption date and will be at a redemption price of 100% of the principal amount of the Notes being redeemed plus interest accrued to the redemption date if any.

Optional Redemption. When interest on the Notes is payable at a Daily Rate, the Notes may be redeemed in whole or in part at the option of the City on the first Business Day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional redemption described in paragraph 8 hereof, the Paying Agent will mail a notice of redemption by first-class mail to each Noteholder at the holder's registered address. The paying Agent is required to give notice by first-class mail of mandatory redemption described in the preceding paragraph to the owners of the Notes to be redeemed not less than 5 days nor more than 10 days prior to the date fixed for redemption. Failure to give any required notice of optional redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Failure to give any required notice of mandatory redemption of any Notes will not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption become due and payable on the redemption date

at the applicable redemption price; in such case when funds are deposited with the Paying Agent sufficient for redemption, interest on the Notes (or portions thereof) to be redeemed ceases to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that when interest is payable at a Fixed Rate Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged at the principal office of the Registrar upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will, upon the request of the City and with the consent of the Bank, pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to the Trustee, Paying Agent or the Bank for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Indenture as described in the Indenture, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of the holders of at least 51% in principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. Authentication. This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form Of Assignment].

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ agent to
transfer this Note on the books of the City. The agent may substitute another to act for
him.

Dated: _____

Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: _____

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

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

None.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

Journal (July 13, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 13, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

**BIRTHDAY WISHES EXTENDED TO ALDERMAN
ANTHONY C. LAURINO.**

Alderman Jones noted that July 27th was Alderman Anthony C. Laurino's birthday. The alderman was warmly applauded by the Council members and assembled guests.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Natarus 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 meeting held on Wednesday, the twenty- seventh (27th) day of July, 1988, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty- ninth (29th) day of July, 1988, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus, moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Juan M. Soliz, President Pro Tempore.

PRESENCE OF VISITORS NOTED.

Alderman Juan Soliz, President Pro Tempore, called the Council's attention to the presence of the following visitors:

Children from the Henry Horner Homes, introduced by Alderman Butler.

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

The City Clerk transmitted communications from Mr. Don Baum, Director, City Real Estate Section, Department of General Services, under date of July 26, 1988, which read as follows:

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 6758 South Ada Street, which was authorized by ordinance passed June 5, 1987, page 1103, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 3257--3259 West Adams Street, which was authorized by ordinance passed December 30, 1987, page 9425, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 3506 West Armitage Avenue, which was authorized by ordinance passed December 30, 1987, page 9426, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1132 North California Avenue, which was authorized by ordinance passed December 30, 1987, page 9421, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 7259 South Racine Avenue, which was authorized by ordinance passed July 15, 1987, page 2294, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 336--346 East 43rd Street, which was authorized by ordinance passed December 30, 1987, page 9411, Council Journal.

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, Disposition and Leases.*

The following is a summary of said bids:

6758 South Ada Street.

Prayer Tower C.O.G.I.C., 6800 South Loomis Boulevard, Chicago, Illinois 60636: Amount bid \$200.00, deposit check \$20.00 (cashier's check).

3257--3259 West Adams Street.

Bibleway M. B. Church, c/o Reverend Lawrence J. Whaley, 641 South 18th Avenue, Maywood, Illinois 60157: Amount bid \$1,700.00, deposit check \$170.00 (official check).

3506 West Armitage Avenue.

Shamin Ahmad, 2044 North Central Park Avenue, Chicago, Illinois 60647: Amount bid \$6,100.00, deposit check \$610.00 (cashier's check).

1132 North California Avenue.

Guy Rocco, 1138 North California Avenue, Chicago, Illinois 60622: Amount bid \$4,200.00, deposit check \$420.00 (certified check).

7259 South Racine Avenue.

Birdia B. Cotton, 7257 South Racine Avenue, Chicago, Illinois 60636: Amount bid \$4,300.00, deposit check \$430.00 (cashier's check).

336--346 East 43rd Street.

Perla Quipse, 4303 South Martin Luther King Drive, Chicago, Illinois 60653: Amount bid \$28,100.00, deposit checks totaling \$2,810.00 (cashier's checks).

Adjournment.

Thereupon, Alderman Langford moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, July 29, 1988, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.