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COPY



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

Regular Meeting—Tuesday, September 25, 1984

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Alderman Schuler.

Call to Order.

On Tuesday, September 25, 1984 at 11:07 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Quorum present.

Invocation.

Reverend David G. Abrahamson, Evangelical Lutheran Church of St. Luke, opened the meeting with prayer.

CONGRATULATIONS EXTENDED CHICAGO CUBS MAJOR LEAGUE BASEBALL TEAM ON WINNING NATIONAL LEAGUE EAST DIVISION TITLE.

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

WHEREAS, The Chicago Cubs Major League Baseball Team has taken the National League East Division title for the 1984 baseball season; and

WHEREAS, In appreciation of this accomplishment, the City of Chicago will honor the 1984 Chicago Cubs with a gala celebration on October 1, 1984 in the Daley Center Plaza; and

WHEREAS, This is the first post-season action for the Chicago Cubs since they won the National League Championship in 1945; and

WHEREAS, Under the brilliant leadership of Andrew McKenna, Chairman of the Board, Jim Finks, President, and General Manager Dallas Green, a championship team has been meticulously put together; and

WHEREAS, The steady starting players of the 1984 Chicago Cubs, Leon Durham, Ryne Sandberg, Larry Bowa, Ron Cey, Gary Matthews, Bob Dernier, Keith Moreland, and Jody Davis, the strong pitching staff of Rick Sutcliffe, Steve Trout, Dennis Eckersley, Scott Sanderson, Rich Bordi, Dick Ruthven, Lee Smith, Warren Brusstar, George Frazier and Rick Reuschel, the clutch pitch- hitting and fielding substitutes, the coaches and other staff of the Chicago Cubs, have shown the finest qualities of teamwork; and

WHEREAS, This great team could not have gotten where they are without the expert guidance of Manager Jim Frey; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and the City Council of Chicago, assembled this 25th day of September, 1984, urge all Cubs fans to join in the celebration planned for Monday, October 1, 1984 in the Daley Center Plaza, and that all Cubs fans continue their support of the 1984 championship team as they continue through the playoffs and World Series; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the management and team members of the 1984 Chicago Cubs.

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

On motion of Alderman Hansen, seconded by Aldermen Stone, Vrdolyak, Burke, Langford, Henry, and Laurino, the foregoing resolution was *Adopted* unanimously.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- MAYOR'S APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS OF DEPARTMENT OF CULTURAL AFFAIRS ADVISORY BOARD.

Honorable Harold Washington, 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 Cultural Development and Historical Landmark Preservation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I herewith appoint the following people as members of the Department of Cultural Affairs Advisory Board:

Jessie Woods to serve a term of 3 years (to be appointed Chair of the Advisory Council). Diane O. Gallert to serve a term of 1 year. Suzanne Brown to serve a term of 1 year. Martin Binder to serve a term of 3 years. Thomas T. Burrell to serve a term of 2 years. Bernard Sahlins to serve a term of 3 years. Jose Gonzales to serve a term of 1 year. Val Gray Ward to serve a term of 1 year. Gini Sorentini to serve a term of 3 years. Mitchell Koblinski to serve a term of 2 years. Abena Joan Brown to serve a term of 1 year. Eugene Perkins to serve a term of 2 years. Nereyda Garcia to serve a term of 1 year. Willard L. Boyd to serve a term of 3 years. Ardis Krainik to serve a term of 2 years. Edwin L. Chalmers to serve a term of 3 years.

Your favorable consideration of these appointments is requested.

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

Referred -- MAYOR'S APPOINTMENT OF DR. JORGE
PRIETO AS PRESIDENT OF CHICAGO
BOARD OF HEALTH.

Honorable Harold Washington, 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 Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I have appointed Dr. Jorge Prieto as President of the Board of Health of the City of Chicago succeeding Dr. LeRoy Levitt and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S NOMINATION OF DR. QUENTIN YOUNG
WITHDRAWN AS PRESIDENT OF CHICAGO
BOARD OF HEALTH.

Honorable Harold Washington, Mayor, submitted the following communication, which was
Referred to the Committee on Health:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Dr. Quentin Young as President of the Board of Health of the City of Chicago submitted to the City Council on December 22, 1983.

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

Referred -- MAYOR'S APPOINTMENTS OF VARIOUS
INDIVIDUALS AS MEMBERS OF BOARD OF
HEALTH.

Honorable Harold Washington, 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 Health:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I herewith appoint the following people as members of the Board of Health:

Carmen Mendoza to be reappointed and serve a term at the pleasure of the Mayor;

James Adams to fill a vacancy and serve a term at the pleasure of the Mayor;

Delia M. Wozniak to succeed Darrell Vorwaller and serve a term at the pleasure of the Mayor;

Mary Nelson to succeed Sister Sheila Lyne, R.S.M. and serve a term at the pleasure of the Mayor.

Your favorable consideration of these appointments is requested.

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

Referred -- MAYOR'S REAPPOINTMENT OF DR.
ROBERT STEPTO AS MEMBER OF
BOARD OF HEALTH.

Honorable Harold Washington, 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 Health:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I have reappointed Dr. Robert Stepto as a member of the Board of Health of the City of Chicago and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF DIEGO AGUIRRE
AS MEMBER OF BOARD OF LOCAL IMPROVEMENTS.

Honorable Harold Washington, 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 Streets and Alleys:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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

LADIES AND GENTLEMEN -- I herewith appoint the following individual as a member of the Board of Local Improvements:

Diego Aguirre to fill a vacancy and serve a term at the pleasure of the Mayor.
Mayor.

Your favorable consideration of this appointment is requested.

Very truly yours,
(Signed) HAROLD WASHINGTON,

***Referred -- EXECUTION OF FIRST SUPPLEMENTAL
INDENTURE OF TRUST CONCERNING
AMGEN PROJECT.***

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

September 25, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Mayor to execute a First Supplemental Indenture of Trust concerning the \$8,000,000 of Industrial Revenue Bonds issued on December 23, 1983 for the Amgen Project.

Your favorable consideration of this ordinance will be appreciated.

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

***Referred -- TECHNICAL AMENDMENTS TO SUBSTITUTE
ORDINANCE, AS AMENDED, CONCERNING
COMMUNITY DEVELOPMENT BLOCK
GRANTS.***

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

September 25, 1984.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance providing technical amendments to the "Substitute Ordinance, as amended, Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for C.D.B.G. Entitlement to the U.S. Department of Housing and Urban Development for the Year X."

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF SALE OF LAND IN CENTRAL
WEST URBAN RENEWAL PROJECT
(PARCEL R-15).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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 Central West Urban Renewal Project, (Parcel R-15, 1539 W. Jackson Boulevard).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on September 11, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ACQUISITION OF 940 W. EXCHANGE STREET
FOR USE BY DEPARTMENT OF STREETS
AND SANITATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 1984.

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 Streets and Sanitation, I transmit herewith an ordinance approving and authorizing the acquisition of 940 West Exchange Street for use by said department.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- RESTRICTION OF CERTAIN VEHICULAR
TRAFFIC ON STATE STREET MALL.

Honorable Harold Washington, 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

September 25, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance amending the April 21, 1978 ordinance which restricted vehicular traffic on the State Street Mall. Taxicabs and horsedrawn carriages will now be permitted to operate on the Mall, during evening hours and during the Christmas holiday season, respectively.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF CHICAGO ZONING ORDINANCE
CONCERNING REDEVELOPMENT PROJECT NORTH-LASALLE.

Honorable Harold Washington, 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

September 25, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance which will amend Planned Development No. 157 which is part of Redevelopment Project North-LaSalle.

Enactment of this ordinance will bring the zoning in compliance with the terms of the sale of property approved May 30, 1984.

Thank you for your consideration of this matter.

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

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

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

Placed on File -- MAYORAL VETO OF ORDINANCE CREATING
MUNICIPAL PURCHASING BOARD.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 18, 1984.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, an ordinance amending Chapter 26 of the Municipal Code of Chicago, which purports to create a Municipal Purchasing Board for the City of Chicago, passed September 17, 1984. While appearing, on its face, to represent a compromise between the statutory authority of the Purchasing Agent as sole contracting authority for the City of Chicago and the attempt by

certain members of the City Council to usurp this statutory authority, the ordinance as written, replaces the Purchasing Agent and creates a Purchasing Board as contracting agent for the City. This ordinance does not merely provide the City Council with oversight responsibilities for City contracts but places the contracting authority in designees of the City Council. Thus, the City of Chicago would return to the conditions which existed prior to 1955 when the state legislature removed contract approval from the City Council.

In addition, the ordinance calls for a seven member board in which the vote of four members would be required to approve most contracts. However, in the case of professional service contracts, change orders, and contract amendments, the vote of an additional member would be required. This provision would allow a minority of the board to hold professional service contracts, change orders, and contract amendments hostage against the will of the majority of the board.

As I have previously stated to this Council, the 1955 amendments to the Illinois Municipal Purchasing Act were enacted to restore public confidence in the purchasing and procurement procedures of the City. The provisions of this ordinance would destroy public confidence in these procedures and return the City to a time where contracts were awarded on the basis of aldermanic clout. I have dedicated my administration to the elimination of such activities and have instituted procedures to assure that the award of City contracts is open to public scrutiny and legitimate Council oversight.

I have directed the Purchasing Agent to implement procedures to ensure City Council review of all requisitions, contracts, and change orders for commodities, goods and services valued at \$50,000 or more. Those procedures include the timely transmission of requisitions by the Purchasing Department to the City Council's Committee on Finance, as well as a formal response as to the disposition of any objections raised by the Committee on Finance. In addition, these responses would be of record, and available to both the Council and the public.

In addition, we have formalized procedures within the Department of Purchases, to the extent that there is now:

- A revitalized Board of Standards to ensure that contract specifications are drafted in a way that will maximize fairness and competitiveness, and guarantee the best possible value for the City.
- A Sole Source Review Board, to examine and, with findings of record, approve each request for sole source procurement.

Both of these Boards are required to hold formal meetings, the agendas and dispositions of which are available to the Council and the public.

In addition, we have provided for an open bidding process and free access to all procurement records and a monthly notice to all members of the Council of all contract awards.

These procedures go far beyond actions taken by any prior administration. They provide for full disclosure and response by the administration to any questions raised over any contract award. If the Council majority truly seeks a meaningful opportunity to oversee the administration of City contracts, the actions I have already taken meet their needs.

Because this ordinance returns the City to the condition that existed prior to the 1955 amendments to the Purchasing Act I must therefore withhold my approval of this ordinance.

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

**Placed on File -- MAYORAL VETO OF THREE ORDINANCES
CONCERNING MAJOR PUBLIC WORKS PROJECTS.**

Honorable Harold Washington, Mayor, submitted the following communication:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

September 18, 1984.

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

LADIES AND GENTLEMEN -- It is with regret that I return herewith, without my approval, three ordinances which were adopted by the City Council on September 18, 1984. These ordinances (1) authorized the issuance of 1984 Chicago-O'Hare International Airport General Airport Revenue Bonds, (2) authorized the implementation of the Jackson Park Transit Line Improvement and, (3) authorized the implementation of the Southwest Transit (Rapid Transit) Project which included the authority to apply for continued project funding. I am forced to withhold approval of these ordinances for the second time because they continue to contain provisions which, in my opinion as well as in the opinion of many within the business community, would make it absolutely impossible for the City to complete major construction projects on time and within the allowable costs.

As stated in my August 29, 1984, veto message, the provisions which would require Council approval of bid contracts would hopelessly frustrate and delay design work and project supervision of major public works projects. These provisions as they relate to professional service contracts would allow any two aldermen to prevent the retention of professional consultants.

The provisions continue the effort to rescind crucial elements of the 1955 purchasing act, which was wisely enacted to restore public confidence in the purchasing and procurement procedures of the City, and to avoid the appearance of scandal and conflicts of interests.

Moreover, the provision of the ordinance authorizing issuance of 1984 Chicago-O'Hare International Airport General Airport Revenue Bonds threatens the airport project by reneging on provisions of the Lease and the Airport Use Agreement which was approved by the City Council in early 1983, following almost two years of negotiation between the airlines and the City. The Capital Projects contained in the Use Agreement included, and made specific reference to, the extensions of Runway 27R/9L and the improvement of

associated taxiways. The Council cannot take lightly an action which reneges on this most important aspect of the agreement.

I had hoped that the Council would have considered these issues in light of the actions taken by this Administration to encourage public scrutiny and Council oversight of all aspects of our governmental operations. This included the first comprehensive freedom of information policy in the State of Illinois which has made information on City business available to both the Council and the public.

I have directed the Purchasing Agent to implement procedures to ensure City Council review of all requisitions, contracts, and change orders for commodities, goods and services valued at \$50,000 or more. Those procedures include the timely transmission of requisitions by the Purchasing Department to the City Council's Committee on Finance, as well as a formal response as to the disposition of any objections raised by the Committee on Finance. In addition, these responses would be of record, and available to both the Council and the public.

In addition, we have formalized procedures within the Department of Purchases, to the extent that there is now:

- A revitalized Board of Standards to ensure that contract specifications are drafted in a way that will maximize fairness and competitiveness, and guarantee the best possible value for the City.
- A Sole Source Review Board, to examine and, with findings of record, approve each request for sole source procurement.

Both of these Boards are required to hold formal meetings, the agendas and dispositions of which are available to the Council and the public.

In addition, we have provided for an open bidding process and free access to all procurement records and a monthly notice to all members of the Council of all contract awards.

At the same time, I shall shortly be introducing ordinances, that this Council should promptly consider, which will:

- Limit campaign contributions and other remuneration which may be received by City officials, including the Mayor and the City Council, from individuals and companies doing business with the City;
- Require stricter and more comprehensive financial disclosure regulations for all candidates for public office; and
- Further delineate standards of conduct of City employees and elected or appointed officials, and set forth clear requirements to avoid conflicts of interest.

I believe that by adopting this comprehensive series of reforms, the Council can best serve the public, while satisfying its own legitimate oversight responsibilities.

Let there be no mistake regarding the motives of the majority of the Council. This is not a fight over principle for them. At the same time that these three ordinances were adopted, the Council approved a grant application for improvements at Chicago Midway Airport. On September 6, 1984, the grant application was amended to insert language identical to that found in these three ordinances. Prior to today's Council meeting, the Committee on Aviation met and struck the amendments and the Midway Airport ordinance was adopted by the Council in a unanimous vote. It is obvious that the Council majority's interest is based on expediency and self-interest rather than the interests of all the citizens of Chicago.

In my veto message of August 29, 1984, I expressed my willingness to work in a spirit of compromise and substitute amendments were offered to meet the legitimate needs of the Council. These offers at compromise were rejected by the Council majority.

I recognize the harm that may befall the City from this veto. It is not an action which I take lightly. However, I recognize that a far greater harm would result to the City if I allow these ordinances to stand in their present form.

I therefore withhold my approval of these three ordinances.

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

PROCLAMATIONS.

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"DR. GUILLERMO SOBERON ACEVEDO DAY":
September 14, 1984;

"WORLD PEACE DAY IN CHICAGO":
September 16, 1984;

"WARSAW UPRISING DAY":
September 23, 1984;

"WORLD FOOD DAY IN CHICAGO":
October 16, 1984;

"UNIVERSITY OF ILLINOIS AT CHICAGO, COLLEGE OF PHARMACY WEEK":
Week of October 19, 1984;

"CARITAS DAY IN CHICAGO":
October 19, 1984.

ACCEPTANCE AND BOND UNDER ORDINANCE.

Also the acceptance and bond of Northwestern Memorial Hospital, under an ordinance passed on May 30, 1984 (addition); filed on September 20, 1984.

City Council Informed As To Publication Of Journals.

(SEPTEMBER 17, 1984).

SPECIAL MEETING.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on September 17, 1984, 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 September 25, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on September 17, 1984, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947, which printed pamphlet copies were delivered to the City Clerk on September 25, 1984.

(SEPTEMBER 18, 1984).

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on September 18, 1984, 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 September 25, 1984, 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 September 18, 1984, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947, which printed pamphlet copies were delivered to the City Clerk on September 25, 1984.

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

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

**PROTEST AGAINST PROPOSED ZONING ORDINANCE TO
RECLASSIFY AREA OF NORTH SANGAMON
STREET AND NORTH LESSING AVENUE.**

A communication received in the City Clerk's office on September 20, 1984, from Material Service Corporation, protesting the reclassification of an area relating to N. Sangamon Street and N. Lessing Avenue concerning spot zoning. -- *Referred to the Committee on Zoning.*

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Brian Construction Corp. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 2-L bounded by

W. Harrison Street; a line 150.0 feet west of and parallel to S. Lavergne Avenue; a line 98.0 feet south of and parallel to W. Harrison Street; and S. Lavergne Avenue;

Parkway Bank & Trust Company, U/T 6869 -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-L bounded by

W. Fullerton Avenue; a line 327.83 feet east of and parallel to N. Leclaire Avenue; the alley next south of and parallel to W. Fullerton Avenue; and a line 203.27 feet east of and parallel to N. Leclaire Avenue;

Jonathan E. Shimberg -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 4-H bounded by

a line 175 feet east of and parallel to S. Wood Street; W. 21st Street; a line 350 feet east of and parallel to S. Wood Street; and the alley next south of and parallel to W. 21st Street.

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:

Baker Roberta, Barnard Susan, Braumiller Richard E., Byas Casey and Bertha Washington;

Chakos Katherine;

Deckinga Owen Jr. and Sue, Dinerman Joel;

Edmond Elizabeth;

General Foods Employees Credit Union, Gennari Mariano;

International Meat;

Kalisz Mrs., Kazupski Edward R. Jr.;

Lapra James, Lockwood James;

Majka Ruth, Malek Theodoris, McNamara James;

Pagan Primituo, Portales Eugenio, Porter Terance;

Radtke Robert and Marilyn, Riccio Carmen J., Rivers Jesse, Romano Caroline;

Sneed Samuel, State Farm Ins. Co. (2) Sang Lee and Craig Travis;

Torres Pedro;

Young Mitchell D.

APPROVAL BY CHICAGO PLAN COMMISSION AND
DEPARTMENT OF PLANNING OF CERTAIN
PROPOSALS.

Also copies of resolutions adopted by the Chicago Plan Commission on September 20, 1984, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department of Finance

Disposition of Vacant City-Owned Property

Referral Number	Address
84-096-02	1503 North Washtenaw Avenue
84-097-02	1507 North Washtenaw Avenue
84-098-02	1511 North Washtenaw Avenue
84-099-02	2648 North LeMoyne Street/1501 North Washtenaw Avenue
84-100-02	1501 North Rockwell Street/2550 West LeMoyne Street
84-101-02	1502-06 North Talman Avenue/2634-48 West LeMoyne Street
84-102-02	2640 West Evergreen Avenue
84-103-02	2642 West Evergreen Avenue
84-104-02	2620 West Thomas Avenue
84-105-02	2624-26 West Thomas Avenue
84-106-02	1330 North Wolcott Avenue
84-107-02	1338 North Wolcott Avenue
84-108-02	1347 North Wolcott Avenue
84-109-02	2710 West Potomac Avenue
84-110-02	1522 North Rockwell Street
84-111-02	1821 West Ellen Street
84-112-02	2747 West Haddon Avenue

84-113-02 1455 North Fairfield Avenue.

Department of Urban Renewal

Referral
Number

Proposal

84-094-08 Amendment No. 7 to the Central Englewood Urban Renewal Plan

84-095-08 Amendment No. 1 to the Haskins-Hermitage Redevelopment Plan

Department of Public Works

Referral
Number

Proposal

84-075-06 Western-Belmont Overpass Rehabilitation, extending from Nelson to Roscoe Streets.

Department of Aviation

Referral
Number

Proposal

84-139-01 Acquisition and Demolition of the Hotel located at 5559 West 63rd Street.

*Referred -- REQUEST FOR ERECTION OF STOP SIGN AT
SPECIFIED LOCATION.*

Also a communication from Stanley Chwaszczewski, requesting the erection of a "Stop" sign on N. Lavergne Avenue at N. Avondale Avenue. -- *Referred to the Committee on Traffic Control and Safety.*

Referred -- RESOLUTION RELATING TO THE 15TH WARD.

Also a communication received in the City Clerk's Office from Chicago Metro Wards Association, transmitting a resolution relating to City services in the 15th Ward. -- *Referred to the Committee on Committees and Rules.*

*Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF AUGUST, 1984.*

The City Clerk transmitted the following report received from Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher printed on page 9514 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER FOR AUGUST, 1984

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	Aug. 1984
Kenneth Y. Campbell	5829 W. Washington	Consumer Services	Farmers' Mkt. Asst. Mgr.	100	4.00	350.00
Freddie Cummings	5829 W. Midway Park	"	"	"	4.00	336.00
Teddie L. Fox	5512 W. Augusta	"	"	"	4.00	394.00
Alma M. Garcia	3035 N. California	"	"	"	4.00	92.00
Chantel L. Hannah	8227 S. Crandon	"	"	"	4.00	292.00
Christina H. King	3617 S. Michigan	"	"	"	4.00	196.00
Lawrence McDermott	9545 S. Damen	"	"	"	4.00	278.00
Amos Myrick	2822 S. Calumet	"	"	"	8.00	1,232.00
Jeffery Phillips	8240 S. Colfax	"	Farmers' Mkt. Asst. Mgr.	"	4.00	280.00
Maria C. Simpson	8645 S. Bennett	"	"	"	4.00	106.00
David Edwards	9648 S. Union	"	"	"	4.00	9,705.82
James E. Flynn	11024 S. Ave O.	Fire	Fireman	"	1,477.47	1,477.47
Allen McReynolds	659 W. Wrightwood	"	"	"	6,025.25	6,025.25
Michael O'Donnell	4254 W. Wrightwood	"	"	"	4,860.60	4,860.60
Denis O'Leary	2257 W. 111 St.	"	"	"	7,857.97	7,857.97
James Wirtz	10720 S. Spaulding	"	"	"	9,156.07	9,156.07
Margarita Willis	2225 W. Winona	Health	Sr. Typist	"	10.84	542.50
David H. Brown	11715 S. Justine	Police	Policeman	"	603.10	603.10
Glady T. Linday	8156 S. St. Lawrence	"	"	"	7,028.25	7,028.25
James R. Toles	7818 S. Euclid	"	"	"	1,227.60	1,227.60

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

APPROVAL GIVEN CONCERNING SUBMITTAL OF INDUSTRIAL REVENUE BONDS TO CITY COUNCIL NO LESS THAN THIRTY DAYS PRIOR TO FEDERAL DEADLINE.

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith mandating that Industrial Revenue Bonds be submitted to the City Council no less than 30 days prior to Federal deadline.

Alderman Evans moved to re-refer the said proposed ordinance. The motion was *Lost* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 21.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Stone -- 27.

Thereupon, on motion of Alderman Burke, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Stone -- 28.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 21.

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago is charged with the responsibility of approving the issuance of Industrial Revenue Bonds for the City of Chicago; and

WHEREAS, The issuance of Industrial Revenue Bonds is a complex and detailed process requiring significant analysis and deliberation; now, therefore,

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

SECTION 1. All City departments, which are required to submit Industrial Revenue Bonds to the City Council for approval, shall submit all proposed ordinances and accompanying documentation for a proposed Industrial Revenue Bond to the City Council no less than thirty (30) days prior to any federally mandated deadline for the issuance of an Industrial Revenue Bond.

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

LEVY OF TAXES AUTHORIZED FOR COMMUNITY
COLLEGE DISTRICT NO. 508 FOR
FISCAL YEAR JULY 1, 1984
THRU JUNE 30, 1985.

The Committee on Finance submitted a report recommending that the City Council passed a proposed ordinance transmitted therewith authorizing the levy of taxes for the fiscal year July 1, 1984 thru June 30, 1985, for Community College purposes of the Board of Trustees of Community College No. 508 in the amount of \$57,181,410.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Sheahan, Kelley, Stemberk, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 41.

Nays -- Aldermen Majerczyk, Brady, Kellam, Krystyniak -- 4.

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

[Ordinance authorizing the levy of taxes for Community College
District No. 508 is printed on pages 9517
thru 9527 of this Journal.]

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED
FOR DEPARTMENT OF REVENUE.

(Continued on page 9528)

AN ORDINANCE

LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES
OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held August 2, 1983, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1983, and ending June 30, 1984, and pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at an adjourned regular meeting held August 10, 1984, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1984, and ending June 30, 1985; and,

WHEREAS, Pursuant to provisions of Section 7-9 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets set forth estimates, by classes, of all current assets and liabilities of each fund of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as of the beginning of the fiscal year, and the amounts of those assets estimated to be available for appropriation in that year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof and said budgets set forth detailed estimates of all taxes to be levied, which estimates of taxes to be levied for educational and building purposes do not exceed the sum equivalent to the product of the value of the taxable property in the district, as ascertained by the last assessment for State and county taxes previous to the passage of the budget, multiplied by the maximum per cent or rate of tax which the corporate authorities of the city are authorized by law to levy for the current fiscal year for those purposes and said budgets set forth detailed estimates of all current revenues derived from taxes and from sources other than taxes, including State and Federal contributions, rents, fees, perquisites, and all other types of revenue, which will be applicable to expenditures or charges to be made or incurred during that year; and,

WHEREAS, Pursuant to provisions of Section 7-10 of the Public Community College Act, as amended, of the State of Illinois, said budgets specify the organizational unit, fund, activity, and object to which an appropriation is applicable, as well as the amount of such appropriation, and include appropriations for all estimated current expenditures or charges to be made or incurred during that fiscal year including interest to accrue on tax anticipation warrants and temporary loans; all final judgments, including accrued interest thereon, entered against said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and unpaid at the beginning of that fiscal year; any amount for which said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, is required under the Public Community College Act, as amended, of the State of Illinois, to reimburse the working cash fund from the educational purposes fund and the building and maintenance purposes fund; all other estimated liabilities including the principal of all tax anticipation warrants and all temporary loans and all accrued interest thereon,

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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incurred during prior years and unpaid at the beginning of that fiscal year; and an amount or amounts estimated to be sufficient to cover the loss and cost of collecting taxes levied for the fiscal year and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collector's books; and,

WHEREAS, Pursuant to provisions of Section 7-11 of the Public Community College Act, as amended, of the State of Illinois, said budgets were prepared in tentative form by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and in that form were made available to public inspection at least ten (10) days prior to final action thereon, by having at least five (5) copies thereof on file in the office of the Secretary of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and not less than one week after those copies were placed on file and prior to final action thereon, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held a public hearing thereon, of which notice was given by publication in a newspaper published and having general circulation in the district at least one week prior to the time of the hearing; and,

WHEREAS, Pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did, by resolution adopted at its special meeting on July 17, 1984, which date was not less than twenty (20) days prior to the adoption of its aggregate levy, determine the amounts of money, exclusive of any portion of that levy attributable to the costs of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for the year 1984 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which resolution is in words and figures as follows:

"BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

"RESOLUTION

"DETERMINE THE AMOUNT OF TAXES NECESSARY TO BE LEVIED FOR THE YEAR 1984,
SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON SUCH TAX LEVY INCREASE,
AND AUTHORIZE AND DIRECT THE PUBLICATION OF NOTICE OF SUCH HEARING

"WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amounts of money necessary to be raised by taxation for the year 1984 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of any portion of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, attributable to the cost of conducting an election required by the general election law, which portion is hereinafter referred to as "election costs", and which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1984, are equal in total to the amount of \$42,183,625.00; and,

"WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amount of property taxes to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1983, is \$38,862,209.73; and,

"WHEREAS, The amounts heretofore levied and to be extended for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the years 1984 and 1983 for the purpose of providing monies for the payment of the principal of and interest on bonds of Community

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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College District No. 508, County of Cook and State of Illinois, and for the purpose of providing monies for the payment of the annual rentals under the terms of the leases entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, which amounts are not included in the aggregate levies for the year 1984 and 1983 heretofore set forth, are as follows:

<u>Tax Year</u>	<u>For the Payment of Bond Principal and Interest</u>	<u>For the Payment of Public Building Commission Rentals</u>
1984	None	\$14,997,785.00
1983	None	\$15,305,681.93; and,

"WHEREAS, The amount of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1984, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be necessary to be raised by taxation for the year 1984 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which amount is \$42,183,625.00, is equal to approximately 108.55 per cent of the amount of property taxes estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1983, which amount is \$38,862,209.73; now, therefore,

"BE IT RESOLVED, That pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, determines that the amounts of money estimated to be necessary to be raised by taxation for the year 1984 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1984 are equal in total to the amount of \$42,183,625.00; and

"BE IT FURTHER RESOLVED, That pursuant to provisions of Section 6 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hold a public hearing on Tuesday, July 31, 1984, at 11:00 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, concerning the proposed budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year beginning July 1, 1984, and ending June 30, 1985, and on the intent of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to adopt an aggregate levy, exclusive of election costs, for the year 1984 in an amount equal to approximately 108.55 per cent of the amount to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1983; and,

"BE IT FURTHER RESOLVED, That pursuant to provisions of Section 6 of The Truth in Taxation Act of the State of Illinois, the Chairman and Secretary are hereby authorized and directed to publish notice in a newspaper of general circulation published in Community College District No. 508, County of Cook and State of Illinois, of the fact that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, will hold a public hearing on Tuesday, July 31, 1984,

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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at 11:00 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, concerning its proposed budget for the fiscal year beginning July 1, 1984, and ending June 30, 1985, and on its intent to adopt an aggregate levy, exclusive of election costs, for the year 1984 in an amount equal to approximately 108.55 per cent of the amount to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1983; such notice shall be published between July 19, 1984, and July 24, 1984; such notice shall be not less than one-eighth page in size; the smallest type used in such notice shall be twelve point type; such notice shall be enclosed in a black border not less than 1/4 inch wide; such notice shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear; such notice shall state in plain and simple language the following information: (1) the legal name of the taxing district; (2) the commonly known name of the taxing district; (3) the amount of property taxes, exclusive of election costs, extended or estimated to be extended on behalf of the taxing district for the preceding year; (4) the amount of the proposed levy, exclusive of election costs, for the current year; (5) the percentage increase; and (6) the date, time, and place of the public hearing concerning the proposed budget and the proposed levy increase; and such notice shall not include any information substantially in excess of that herein specified and required by The Truth in Taxation Act."; and,

WHEREAS, Such amounts of money, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be raised by taxation for the year 1984 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, are more than 105% of the amounts of money, exclusive of election costs, which have been extended upon the levy for the year 1983 for Community College District No. 508, County of Cook and State of Illinois; and,

WHEREAS, Pursuant to provisions of Section 6 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did give public notice of and hold a public hearing on its intent to adopt a levy for Community College District No. 508, County of Cook and State of Illinois, for the year 1984 in an amount which is more than 105% of the extensions, exclusive of election costs, for Community College District No. 508, County of Cook and State of Illinois, for the year 1983; such notice was published on July 20, 1984, in the Chicago Sun-Times, a newspaper of general circulation published in Community College District No. 508, County of Cook and State of Illinois, said district being located primarily in Cook County, Illinois, but extending into smaller portions of DuPage County, Illinois, and said date, July 20, 1984, being no more than fourteen (14) days nor less than seven (7) days prior to the date of the public hearing, July 31, 1984; such notice was no less than one-eighth page in size; the smallest type used in such notice was twelve point type; such notice was enclosed in a black border not less than 1/4 inch wide; such notice was not placed in that portion of the newspaper where legal notices and classified advertisements appear; such notice did state in plain and simple language the following information: (1) the legal name of the taxing district, (2) the commonly known name of the taxing district, (3) the amount of property taxes, exclusive of election costs, extended or estimated to be extended on behalf of Community College District No. 508, County of Cook and State of Illinois, for the year 1983, (4) the amount of the proposed levy, exclusive of election costs, for Community College District No. 508, County of Cook and State of Illinois, for the year 1984, (5) the percentage increase, and (6) the date, time, and place of the public hearing concerning the proposed budget and the proposed levy increase; and such notice did not include any information substantially in excess of that herein specified and required by The Truth in Taxation Act; such hearing was held on July 31, 1984, at 11:00 a.m. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, and was open to the public, and at such hearing the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did explain the reasons for the proposed increase and did permit all persons desiring to be heard an opportunity to present all testimony which they desired to present; and,

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BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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WHEREAS, Thereafter at said adjourned regular meeting held August 10, 1984, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; for the year 1984, which resolution is in words and figures as follows:

"BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

"RESOLUTION:

"ORDER, DEMAND, AND DIRECTION - TAX LEVY FOR THE YEAR 1984

"BE IT RESOLVED, And it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1984 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for educational purposes; a tax for building purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; for the year 1984, which resolution is in words and figures as follows:

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; a tax for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; a tax for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as follows:

	<u>Amounts To Be Included in Tax Levy</u>
"For educational purposes	\$ 25,549,369
"For building purposes and the purchase of grounds	\$ 7,299,819
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1	\$ 1,469,367
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$ 4,606,699
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$ 2,239,769

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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"For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois

\$ 826,299

"For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended

\$ 192,303

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago

\$ 207,995

"Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago, for the year 1984 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$ 44,764 \$ 163,231

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$ 9,823,036

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$ 5,011,518

as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting on August 2, 1983, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at an adjourned regular meeting on August 10, 1984, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and,

"BE IT FURTHER RESOLVED, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1984; and,

"BE IT FURTHER RESOLVED, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago, this Order, Demand, and Direction, by certified copy hereof."; and,

WHEREAS, The amounts of taxes to be levied for Community College District No. 508, County of Cook and State of Illinois, for the year 1984 as set forth in the Resolution: Order, Demand and Direction - Tax Levy for the Year 1984 as set forth above are not in excess of the proposed levy stated in the notice published pursuant to provisions of Section 6 of The Truth in Taxation Act of the State of Illinois; now, therefore,

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

SECTION 1. That the sum of fifty-seven million, one hundred eighty-one thousand four hundred ten dollars (\$57,181,410), being the total of the appropriations heretofore legally made by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, which are to be collected from the tax levy of the current year, 1984, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for all community college purposes of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as appropriated for the current year, 1984, by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 2, 1983, and by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at an adjourned regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 10, 1984, be and the same hereby is levied for the year 1984 on all property within the said City of Chicago subject to such taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over the same, the said tax so levied being for the current tax year, 1984, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, and in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, reference to which is hereby made, and which budgets are hereby made a part hereof and are on file with the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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	<u>Amounts To Be Included in Tax Levy</u>
For educational purposes	\$ 25,549,369
For building purposes and the purchase of grounds	\$ 7,299,819
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1	\$ 1,469,367
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$ 4,606,699
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$ 2,239,769
For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois	\$ 826,299
For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended	\$ 192,303
For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago	\$ 207,995

AN ORDINANCE -- LEVY OF TAXES FOR THE YEAR 1984 FOR COMMUNITY COLLEGE PURPOSES OF THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

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Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago, for the year 1984 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$ 44,764 \$ 163,231

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olivo-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$ 9,823,036

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$ 5,011,518

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

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

(Continued from page 9516)

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries on Payroll	100-1524-005	\$25,000

TO:

Account	Number	Amount
Stationery and Office Supplies	100-1524-350	\$25,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for the unbudgeted purchase of Sales Tax Coupon Books to streamline the sales tax remittance process.

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

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

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

Nays -- None.

**TRANSFER OF FUNDS AUTHORIZED AND DIRECTED
FOR POLICE BOARD.**

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-4101-005	\$16,000.00
Postage and Postal Charges	100-4101-130	1,000.00
Rental of Equipment and Services	100-4101-157	300.00
Technical Meeting Cost	100-4101-169	300.00
For Expense of Board	100-4101-801	30,051.80

TO:

Account	Number	Amount
Other Professional and Technical Services	100-4101-149	\$47,651.80

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for required periodic audits to be conducted by a nationally recognized independent firm to insure that no improper investigations infringing upon citizens' First Amendment rights are conducted.

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

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

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

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN
DEPARTMENT OF HUMAN SERVICES.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Purpose	Amount
Personnel	100-3451-005	\$24,000

TO:

Account	Number	Amount
Other Professional and Technical Services	100-3452-149	\$24,000

SECTION 2. That the sole purpose of this transfer of funds is to comply with contractual agreements on a letter of agreement between Provident Community Development Corp. and the City of Chicago.

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND TO FEDERAL MARINE
TERMINALS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an industrial revenue bond for Federal Marine Terminals, Inc., in order to assist in the construction of a warehouse and dock at 3434 E. 95th Street in the amount of \$4,200,000.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects", as defined in the Enabling Ordinance, to the end that the Issuer may be able to relieve conditions of unemployment and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of December 9, 1983, with Federal Marine Terminals, Inc., an Illinois corporation (the "Company"), whereby the Company agreed to construct an approximately 905 foot-long dock, an approximately 60,000 square-foot warehouse, an approximately 50,000 square-foot warehouse and certain related improvements, all to be located at 3421 East 95th Street, Chicago, Illinois (the "Project") and to be owned and used by the Company as an industrial, distribution facility for general stevedoring and terminal operations; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on December 28, 1983; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into by the Company for the construction of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company, pursuant to which the Issuer shall lend to the Company a sum sufficient,

together with other moneys of the Company, to accomplish such construction, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of said revenue bonds, will be not less than \$4,293,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bonds, Series 1984 (Federal Marine Terminals, Inc. Project)" upon a negotiated basis to the Chase Manhattan Bank (National Association), New York, New York; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, a public hearing on the proposed plan of financing of the Project through the issuance of said revenue bonds was held by the Commissioner of Economic Development of the City of Chicago, or his designee, prior to the adoption of this ordinance; now, therefore,

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

Definitions.

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

"Agreement" means the Loan Agreement dated as of August 1, 1984, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment of Beneficial Interest" means the Subordinate Collateral Assignment Under Land Trust dated as of August 1, 1984, from the Company to the Issuer, as from time to time supplemented and amended.

"Bond" or "Bonds" means one or more of the Industrial Development Revenue Bonds, Series 1984 (Federal Marine Terminals, Inc. Project) of the Issuer, issued in the aggregate principal amount of \$4,200,000, pursuant to the Indenture and this Ordinance.

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

"Company" means Federal Marine Terminals, Inc., a corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted by Section 5.2 of the Agreement.

"Guarantor" means Fednav Limited, a corporation duly organized and validly existing under the laws of Canada, and any successor, surviving, resulting or transferee corporation as permitted by Section 2.6 of the Guaranty.

"Guaranty" means the Guaranty Agreement dated as of August 1, 1984, from the Guarantor to the Trustee, as from time to time supplemented and amended.

"Indenture" means the Indenture of Trust dated as of August 1, 1984, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Initial Interest Period Termination Date" means the earliest of (i) March 1, 1985, (ii) the date thirty (30) days after the date on which certain opinions required by the Agreement have been rendered to the Trustee, or the next following business day if such date is not a business day, or (iii) the date of payment in full of the Bonds.

"Issuer" means the City of Chicago, Cook County, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, and any successor body to the duties or functions of the Issuer.

"Land Trust" means South Chicago Savings Bank, not individually but as Trustee under Trust Agreement dated May 19, 1969, and known as Land Trust No. 11-1472, and any successor trustee under said Trust Agreement, of which Land Trust the Company is the sole beneficiary.

"Letter of Credit" means (i) the irrevocable Letter of Credit to be issued in favor of the Trustee by the Letter of Credit Bank, pursuant to Section 5.9(a) of the Agreement, and (ii) any alternate letter of credit issued pursuant to Section 5.9(b) of the Agreement, as additional security for the Bonds.

"Letter of Credit Bank" means (i) The Chase Manhattan Bank (National Association), New York, New York, a national banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns, and (ii) the issuer of any alternate letter of credit issued pursuant to Section 5.9(b) of the Agreement, and its successors and assigns.

"Mortgage" means the Second Mortgage and Security Agreement dated as of August 1, 1984, by and among the Land Trust, the Company and the Issuer, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company delivered to the Issuer and endorsed by the Issuer to the Trustee pursuant to Section 4.2(a) of the Agreement in order to evidence the obligation of the Company to pay amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds.

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

"Project" means the dock, the buildings and related improvements, all to be used by the Company in the City of Chicago, Illinois, as defined and described in the Agreement and the preambles to this Ordinance.

"Trustee" means J. Henry Schroder Bank & Trust Company, New York, New York, and its successors in trust.

Authorization and Approval of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bonds as described herein. The action of the Commissioner of Economic Development of the City of Chicago in publishing notice of said public hearing as required by Section 103(k) of the Code is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by said Commissioner, or his designee, is hereby acknowledged, ratified, confirmed and approved. The estimated cost of the construction of the Project is not less than \$4,293,000, which will be provided in part by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preambles hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Assignment of Beneficial Interest, the Indenture, the Guaranty and the Letter of Credit by the parties thereto, as hereinafter described, are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds, Series 1984 (Federal Marine Terminals, Inc. Project) in the aggregate principal amount of \$4,200,000. The Bonds shall be issued in the form and denomination set forth in the Indenture; shall be dated as set forth in the Indenture; shall be numbered as provided in the Indenture; shall mature in the amounts and on the dates and shall bear interest at the rates per annum, payable on the dates set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; shall be subject to purchase through the Trustee upon the terms and conditions and on the dates set forth in the Indenture; and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered). The form of Bond submitted to the City Council of the Issuer, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved, and when the Bonds shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Ordinance in the aggregate principal amount of \$4,200,000, they shall represent the approved form of Bonds of the Issuer.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bonds by his manual or facsimile signature, the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bonds by his manual or facsimile signature and the official seal of the Issuer shall be affixed to or imprinted on the Bonds, all as provided in the Indenture, and the Mayor and the Clerk shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication.

Bonds Are Special Limited Obligations.

SECTION 4. The Bonds, together with interest thereon, shall be special, limited obligations of the Issuer, shall be secured by the Indenture, the Mortgage, the Assignment

of Beneficial Interest, the Guaranty and the Letter of Credit, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage, the Assignment of Beneficial Interest, the Guaranty and the Letter of Credit), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from Section 4.2(a) of the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general credit or taxing powers of any of them, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as hereinbefore provided). No owner of any Bond shall have the right to compel the taxing power of the Issuer, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, and interest on the Bonds.

*Agreement, Mortgage, Assignment of Beneficial Interest,
Guaranty and Letter of Credit.*

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to Section 4.2(a) of the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage and the Assignment of Beneficial Interest (except any payment made pursuant to Section 4.2(c) of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company or Section 6.3(a) of the Agreement relating to the obligation of the Company to pay any necessary and properly incurred attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder), pursuant to the Indenture.

As further security for the payment of the Note and the principal of, premium, if any, and interest on the Bonds, the Company will execute and deliver the Mortgage and the Assignment of Beneficial Interest, the Land Trust will execute and deliver the Mortgage, the Guarantor will execute and deliver the Guaranty, and the Letter of Credit Bank will execute and deliver the Letter of Credit on the Initial Interest Period Termination Date. The securing of the Bonds by the Mortgage, the Assignment of Beneficial Interest, the Guaranty and the Letter of Credit are hereby approved by the City Council of the Issuer.

*Sale of the Bond; Execution and Acceptance
of Documents.*

SECTION 6. (a) The sale of the Bonds to The Chase Manhattan Bank (National Association), New York, New York, at a price of \$4,200,000 plus accrued interest, if any, and payment therefor in Federal or other immediately available funds on a closing date mutually acceptable to the Issuer and said purchaser at a place of closing mutually

acceptable to the Issuer and said purchaser, is hereby in all respects authorized, approved and confirmed by the City Council of the Issuer.

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

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Agreement, the Mortgage, the Assignment of Beneficial Interest and the Indenture for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix thereto the official seal of the Issuer, and the Mayor and the City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Mortgage, the Assignment of Beneficial Interest and Indenture, such Agreement, Mortgage, Assignment of Beneficial Interest and Indenture to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Mortgage, Assignment of Beneficial Interest and Indenture presented to and approved by the City Council of the Issuer.

Appointment of Trustee and Indexing Agent.

SECTION 7. The appointment of J. Henry Schroder Bank & Trust Company, New York, New York, as Trustee, paying agent and Bond Registrar under the Indenture, is hereby authorized, approved and confirmed by the City Council of the Issuer.

The Issuer hereby finds that John Nuveen & Co. Incorporated, Chicago, Illinois, satisfies the qualifications of Indexing Agent under Section 11.14 of the Indenture, and hereby appoints John Nuveen & Co. Incorporated to act as and discharge the duties and obligations of Indexing Agent under the Indenture, pursuant to Section 11.13 of the Indenture.

Performance Provisions.

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

Severability.

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

Captions.

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

Provisions in Conflict Superseded.

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk of the Issuer, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This ordinance shall be in full force and effect upon its adoption and approval as by law provided.

[Guaranty Agreement, Indenture of Trust, Subordinate
Collateral Assignment Under Land Trust, Loan
Agreement, Memorandum of Agreement, Second
Mortgage and Security Agreement are
omitted for printing purposes but
on file and available for
public inspection in the
Office of the City
Clerk.]

EXECUTION OF REDEVELOPMENT AGREEMENT
AUTHORIZED BETWEEN CITY AND
MODERN WAY PETROLEUM
NO. 5.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement between the City of Chicago and Modern Way Petroleum No. 5, whereby the proceeds of an Urban Development Action Grant will be lent to construct two commercial retail buildings and associated parking at Rockwell Avenue between Cermak Road and W. 23rd Street in the amount of \$500,000.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was approved by the City Council of the City of Chicago, authorizing the Mayor to execute an Urban Development Action Grant Agreement between the City of Chicago and the United States Department of Housing and Urban Development to provide financial assistance to the Cermak- Rockwell Neighborhood Commercial Development Project, said project to construct a 61,000 square foot retail-commercial shopping center at Rockwell Avenue between Cermak Road and West 23rd Street; and

WHEREAS, Pursuant to said Agreement, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-81-AA-17-0172(4) which provides grant funds in the amount of \$500,000 to the City of Chicago, said funds to be loaned by the City of Chicago to Modern Way Petroleum No. 5, Inc. to assist in the construction and permanent financing of the Project; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago, upon the granting of sufficient security, to lend \$500,000 in Urban Development Action Grant funds to Modern Way Petroleum No. 5, Inc. Said Agreement shall also obligate Modern Way Petroleum No. 5, Inc. to acquire a 3.54 acre site and construct a 61,000 square foot retail-commercial shopping center with associated parking facilities at a total cost of \$4,674,000, as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Planning is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form as attached hereto.

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

[Redevelopment Agreement printed on pages 9539 thru
9556 of this Journal.]

URBAN DEVELOPMENT ACTION GRANT
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 1984, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Planning ("Planning"), having its offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602; and Modern Way Petroleum #5, Inc., an Illinois corporation, ("Borrower"), having its principal offices at 5250 North Broadway, Chicago, Illinois 60640.

W I T N E S S E T H:

WHEREAS, the Department of Planning 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 in the City; and

WHEREAS, it is the intention of Borrower to construct a commerical/retail facility at West Cermak Road and South Rockwell Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, the Department of Planning of the City of Chicago has made an application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant for funds to be used as a loan to partially finance the construct by Borrower of said Project; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-81-AA-17-0172(4), as amended, (the "UDAG Grant") which provides that \$500,000.00 may be loaned by the City to Borrower for the above Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

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

1.1. "Property" shall mean the land, buildings and fixtures located on South Rockwell Avenue between West Cermak Road and West 23rd Street, Chicago, Illinois.

1.2. "Construction Lender" shall mean Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying Lender as is acceptable to the City and HUD.

1.3. "Permanent Lender" shall mean Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying Lender as is acceptable to the City and HUD.

1.4. "UDAG Collateral" shall mean all land, buildings and fixtures comprising the Project.

1.5. "UDAG Grant Agreement" shall mean the Agreement Numbered 8-81-AA-17-0172(4), and dated July 3, 1984 between the Secretary of Housing and Urban Development and the City, as amended.

1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

SECTION II. Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. Borrower's Covenants.

4.1. Borrower shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Borrower shall use its best efforts to cause to be added to its present work force within 48 months after the date

of preliminary approval of the UDAG Grant Agreement, 150 permanent jobs, of which 75 will be for low and moderate income persons, 37 will be for CETA-eligible persons, and 112 will be for minority persons.

4.3. Borrower shall provide the evidence of private financing set forth in Exhibit A attached hereto and made a part hereof.

4.4. Borrower shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5. BORROWER EXPRESSLY AGREES THAT THE FUNDS AVAILABLE PURSUANT TO THIS AGREEMENT SHALL NOT BE DEEMED COMMITTED BY THE CITY TO THE BORROWER UNTIL THE CITY HAS RECEIVED A RELEASE OF FUNDS ("ROF") FROM THE SECRETARY, AND ANY OTHERWISE ELIGIBLE COST INCURRED BY THE DEVELOPER PRIOR TO SAID ROF SHALL BE AT DEVELOPER'S SOLE RISK, IF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SHOULD LATER WITHDRAW THE UDAG GRANT FUND.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement, as amended from time to time.

SECTION V.

Inspection and Review.

5.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Cermak/Rockwell Redevelopment Project (the "Project").

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG

Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Project, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Borrower and its successors and assigns to undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Borrower, the City shall, within thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

SECTION VII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business as two commercial/retail buildings with a 178 space surface parking lot.

SECTION VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the UDAG Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to

devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION IX.

Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred and should continue for thirty (30) days, the City shall send notice to Borrower of such default. If such default is not cured within thirty (30) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Borrower has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period").

SECTION X.

Remedies. Upon such default (regardless of whether the Uniform Commercial Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), the City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof

may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Borrower's premises. City may require Borrower to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Borrower for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, Borrower's failure to meet its obligations pursuant to Exhibit F, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's obligations remains unsatisfied.

SECTION XI.

General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the

benefit of its successors and assigns; and all obligations of Borrower shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by the Borrower.

(b) All rights of City to and under this Agreement and in and to the UDAG Collateral shall pass to and may be exercised by any assignee thereof. Borrower agrees that if City gives notice to Borrower of an assignment of said rights, upon such notice, the liability of Borrower to the assignee shall be immediate and absolute. The Borrower will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Borrower shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

SECTION XII. Housing and Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Construction Lender or Permanent Lender by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION XIII. Equal Employment Opportunity

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

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

13.2. Borrower will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state

that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.3. Borrower will include the provisions of subsections 13.1 and 13.2 of this Section XIII in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

13.5. Notwithstanding anything herein to the contrary, any Borrower contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XIII.

SECTION XIV.

No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of UDAG Grant funds, and the Borrower shall not succeed to any rights, benefits or advantages of the City under the UDAG Grant, nor attain any rights, privileges, authorities or interests in or under the UDAG Grant.

SECTION XV.

Disclaimer of Relationship.

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

SECTION XVI.

Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

19.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

MODERN WAY PETROLEUM #5, INC.

By: _____
Its President

Attest:

By: _____
Its Secretary

(Corporate Seal)

EXHIBIT A
TO REDEVELOPMENT AGREEMENT

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$500,000 of Grant Funds for the financing of development costs of the Cermak/Rockwell Redevelopment Project.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire approximately 3.5 acres of land and construct two commercial/retail buildings totalling 61,000 square feet and a 178 space surface parking lot for a total cost of \$4,674,000.

(b) Borrower shall provide at least \$550,000 of equity.

(c) Borrower shall borrow at least \$3,300,000 from Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying Lender as is acceptable to the City and HUD.

(d) Borrower shall provide an additional \$124,000 to the Project from interest earned during the construction period.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the loan shall be \$500,000.

(b) Interest at the rate of 3% per annum shall be completed monthly and accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 10 months from said initial disbursement, but in no event later than September 1, 1985.

(d) The following shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

(i) Borrower shall certify to City and HUD that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an ALTA policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to the first mortgage of Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying Lender, to secure a loan in an amount not to exceed \$3,300,000 and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying Lender.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) The Borrower shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company") which Disbursement Agreement shall provide that Company shall receive, from Borrower, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Borrower's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall commence only after Borrower has evidenced to the City that \$550,000 in equity funds has already been expended by the Borrower for acquisition and development costs of the Cermak/Rockwell Redevelopment Project.

(gg) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of UDAG Grant funds for every \$7.00 of private funds expended by Borrower for the Project.

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The initial permanent loan shall be the total sum of \$500,000 (the original principal) plus all interest accrued during the construction period.

(b) The term of the loan shall be ten (10) years, commencing upon substantial completion of construction, but in no event later than September 1, 1985.

(c) For years 1 through 3, the interest rate shall be three (3%) per cent. Payments of principal and/or interest shall be deferred during this period; however, interest shall accrue monthly and be added to the initial permanent loan amount of (a) above to form a final permanent loan amount at the end of year 3.

(d) For years 4 through 10, the interest rate shall be three (3%) per cent. The final permanent loan amount shall be the sum of the initial permanent loan and all interest accrued in years 1 through 3. Amortized monthly principal and interest payments, based upon a 30 year (360 month) amortization schedule, shall commence immediately in year 4. The final monthly payment due in the last month of year 10 shall be a balloon payment, and said balloon payment shall pay off the entire outstanding principal loan balance plus all unpaid and accrued interest.

3. Participation in Cash Flow

(a) The Borrower shall pay the City twenty (20%) per cent of the Project's Net Annual Cash Flow after a non-cumulative, annual cash return to the Borrower of \$82,500, which is a 15% return on the Borrower's required equity contribution. Notwithstanding the fact that the Borrower may be required to contribute more than \$550,000 in equity to complete the project, the Borrower is limited to a \$82,500 return prior to the City's participation in 20% of the Net Annual Cash Flow.

(b) "Net Annual Cash Flow" is defined as all operating income and receipts of the Project, less debt service on a first mortgage not to exceed \$3,300,000, the debt service on the UDAG final permanent loan, real estate taxes and reasonable operating expenses (including a management fee not to exceed 4% of operating income) allowable for Federal income tax purposes, excluding reserves for capital improvements, depreciation, vacancy factors and other non-cash items.

(c) Participation payments shall be due within 120 days of the end of the operating year. Such payments shall constitute contingent, additional interest payable hereunder. In the event that a participation payment is not received within the 120 day period, a late payment charge in an amount equal to twenty (20%)

per cent of the participation payment due shall be assessed against the Borrower, and shall be immediately due and payable.

(d) Participation payments shall be paid to the City for a period of ten (10) years, corresponding to the term of the UDAG Permanent Loan, and shall be paid for the entire ten (10) year period, irrespective of any sale, partial sale, of refinancing of the Project.

4. Participation in Syndication Proceeds.

(a) The City shall receive twenty (20%) per cent of all "excess syndication proceeds" from the project.

(b) "Excess syndication proceeds" is defined as the sum of "net syndication proceeds" either owed to or received by the general partners from the limited partners that results in a surplus of receipts not required to complete the development and which is in excess of the Borrower's cash equity requirement of \$550,000.

(c) "Net syndication proceeds" is defined as gross syndication proceeds less allowable deductions for reasonable costs of syndication, including legal, accounting, closing, printing, marketing, brokerage and such other allowable fees and costs of syndication.

5. Project Sale or Refinancing.

(a) The entire balance of the outstanding principal of the UDAG loan, together with any accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure or other disposition of the project site, improvements and/or capital equipment situated thereon. For purposes of this paragraph, a syndication shall not be considered a sale, partial sale, refinancing or other form of disposition and said syndication shall be governed by Exhibit B, paragraph 4 only.

(b) The Borrower shall pay to the City 20% of the net proceeds from any sale or disposition in whole or in part of the project, or from any refinancing of the project. However, as used herein, "refinancing" shall not include any refinancing where the original principal amount of the first mortgage, not to exceed \$3,300,000, is not increased in any way, but the terms of the mortgage may otherwise be modified.

(c) "Net proceeds" shall be defined as all proceeds

received less (1) repayment of the first mortgage (if applicable), (2) repayment of the UDAG loan, (3) the Borrower's documented reasonable costs of the sale or refinancing and (4) repayment of the Borrower's documented equity contributed to the project.

6. Prepayment of the UDAG Loan.

(a) The UDAG loan may be prepaid without penalty during any portion of the loan term preceding the commencement of the City's participation in Net Cash Flow, as outlined in Exhibit B, paragraph 3. However, once such cash flow payments have been initiated, the loan may be prepaid only upon remittance of a premium payment equal to ten (10%) per cent of the outstanding principal balance of the UDAG loan, if paid during the first year of the City's cash flow participation.

(b) Such prepayment premium shall be reduced by one-half (1/2%) per cent in each successive year thereafter.

EXHIBIT C
TO REDEVELOPMENT AGREEMENT

The Loan made pursuant to this Agreement shall be secured by the following:

A second mortgage or deed of trust in favor of the City on the land, buildings and fixtures comprising the Project, subordinated only to the first mortgage or deed of trust of Barry B. Kreisler, Gertrude S. Matanky, as Trustee of the Eugene Matanky Insurance Trust, dated June 30, 1974, and Demetrios Dellaportas, or such other qualifying lender as is acceptable to the City and HUD (the "Senior Lender") in an amount not to exceed \$3,300,000.

Completion of all Borrower activities shall be guaranteed unconditionally and irrevocably by Modern Way Petroleum #5, Inc.

EXHIBIT D
TO REDEVELOPMENT AGREEMENT

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent (see Attachment 1).

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent (see Attachment 2).

3. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

4. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee (see Attachment 3). All of the above information is due weekly. The cure period shall be two weeks.

**EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED
FOR PROJECT BY 310 SOUTH PEORIA CORPORATION.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with 310 South Peoria Corporation whereby the proceeds of an Urban Development Action Grant will be lent to rehabilitate an existing structure into an office building, located at 310 S. Peoria Street.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was approved by the City Council of the City of Chicago, authorizing the Mayor to execute an Urban Development Action Grant Agreement between the City of Chicago and the United States Department of Housing and Urban Development to provide financial assistance to the 310 South Peoria Project, said project to rehabilitate an existing structure at Peoria and Van Buren into a 47,000 square foot office building; and

WHEREAS, Pursuant to said Agreement, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-84-AA-17-0162 which provides grant funds in the amount of \$675,000 to the City of Chicago, said funds to be loaned by the City of Chicago to the 310 South Peoria Corporation to assist in the financing of the rehabilitation project; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago, upon the granting of sufficient security, to lend \$675,000 in Urban Development Action Grant funds to the 310 South Peoria Corporation. Said Agreement shall also obligate the 310 South Peoria Corporation to rehabilitate the 310 South Peoria Structure into an approximate 47,000 square foot office building with associated parking facilities, as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Planning is further authorized to enter into and execute all other instruments, documents and agreements as may be

necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form as attached hereto.

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

[Redevelopment Agreement printed on pages 9560 thru 9577
of this Journal.]

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED WITH
AMERICAN NATIONAL BANK AND TRUST COMPANY, U/T
58021 FOR PROJECT BY PERRY ASSOCIATES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with American National Bank and Trust Company, U/T 58021, and Perry Associates, whereby the proceeds of an Urban Development Action Grant will be lent to construct a retail shopping center at 79th Street and Perry Avenue.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-80-AA-17-0134(7) which provides for a loan of grant funds to American National Bank and Trust Company of Chicago, as trustee of Trust No. 58021, of which Perry Associates, an Illinois limited partnership is the sole beneficiary, in the amount of \$803,000 for the construction of a retail shopping center located at 79th Street and Perry Avenue which will create expanded employment in the West Chatham Community; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$803,000 of Urban Development Action Grant Funds to American National Bank and Trust Company of Chicago, as trustee of Trust No. 58021, of which Perry Associates, an Illinois limited partnership is the sole beneficiary, for the purpose of constructing a retail shopping center at 79th Street and Perry Avenue, and which Redevelopment Agreement obligates Perry Associates to undertake and complete the aforesaid construction by expending approximately \$3,943,005 in private funds; and further obligates Perry Associates to use its best efforts to create 145 new, permanent job opportunities as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

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

[Redevelopment Agreement printed on pages 9578
thru 9595 of this Journal.]

EXECUTION OF LOAN AND SECURITY AGREEMENT
AUTHORIZED BETWEEN CITY AND ALLIED
METAL DOOR, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement between the City of Chicago and Allied Metal Door, Inc. whereby Illinois fixed rate loan fund proceeds will be lent to assist the expansion of the company's business at 325 S. California Avenue in the amount of \$46,000.

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

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

Nays -- None.

(Continued on page 9596)

URBAN DEVELOPMENT ACTION GRANT
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 1984, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Planning ("Planning"), having its offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602; and the 310 South Peoria Corporation, an Illinois corporation, ("Borrower"), having its principal offices at 5250 North Broadway, Chicago, Illinois 60640.

W I T N E S S E T H:

WHEREAS, the Department of Planning 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 in the City; and

WHEREAS, it is the intention of Borrower to acquire and to extensively rehabilitate a facility at 310 South Peoria, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, the Department of Planning of the City of Chicago has made an application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant for funds to be used as a loan to finance the renovation by Borrower of said Project; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-84-AA-17-0162, as amended, (the "UDAG Grant") which provides that \$675,000.00 may be loaned by the City to Borrower for the above Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

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

1.1. "Property" shall mean the land, buildings and fixtures located at 310 South Peoria, Chicago, Illinois.

1.2. "Construction Lender" shall mean ITT Industrial Credit Company, or such other qualifying Lender as is acceptable to the City and HUD.

1.3. "Permanent Lender" shall mean ITT Industrial Credit Company, or such other qualifying Lender as is acceptable to the City and HUD.

1.4. "UDAG Collateral" shall mean all land, buildings and fixtures comprising the Project.

1.5. "UDAG Grant Agreement" shall mean the Agreement Numbered B-84-AA-17-0162, and dated April 6, 1984 between the Secretary of Housing and Urban Development and the City, as amended.

1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

SECTION II. Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. Borrower's Covenants.

4.1. Borrower shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Borrower shall use its best efforts to cause to be added to its present work force within 24 months after the date of preliminary approval of the UDAG Grant Agreement, 94 permanent jobs, of which 71 will be for low and moderate income persons, 14 will be for CETA-eligible persons, and 52 will be for minority

persons. Borrower further agrees that in furtherance of achieving the aforesaid employment goals, it shall enter into a First Source Agreement with the City substantially in the form of Exhibit D attached hereto and made a part hereof.

4.3. Borrower shall provide the evidence of private financing set forth in Exhibit E attached hereto and made a part hereof.

4.4. Borrower shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5. BORROWER EXPRESSLY AGREES THAT THE FUNDS AVAILABLE PURSUANT TO THIS AGREEMENT SHALL NOT BE DEEMED COMMITTED BY THE CITY TO THE BORROWER UNTIL THE CITY HAS RECEIVED A RELEASE OF FUNDS ("ROF") FROM THE SECRETARY, AND ANY OTHERWISE ELIGIBLE COST INCURRED BY THE DEVELOPER PRIOR TO SAID ROF SHALL BE AT DEVELOPER'S SOLE RISK, IF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SHOULD LATER WITHDRAW THE UDAG GRANT FUND.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement, as amended from time to time.

SECTION V.

Inspection and Review.

5.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the 310 South Peoria Redevelopment Project (the "Project").

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG

Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Project, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Borrower and its successors and assigns to undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Borrower, the City shall, within thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

SECTION VII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business as a seven-story office building with a two-story parking garage.

SECTION VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the UDAG Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to

benefit of its successors and assigns; and all obligations of Borrower shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by the Borrower.

(b) All rights of City to and under this Agreement and in and to the UDAG Collateral shall pass to and may be exercised by any assignee thereof. Borrower agrees that if City gives notice to Borrower of an assignment of said rights, upon such notice, the liability of Borrower to the assignee shall be immediate and absolute. The Borrower will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Borrower shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

SECTION XII. Housing and Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Construction Lender or Permanent Lender by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION XIII. Equal Employment Opportunity

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

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

13.2. Borrower will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state

devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION IX.

Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred and should continue for thirty (30) days, the City shall send notice to Borrower of such default. If such default is not cured within thirty (30) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Borrower has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period").

SECTION X.

Remedies. Upon such default (regardless of whether the Uniform Commercial Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), the City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof

may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Borrower's premises. City may require Borrower to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Borrower for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, Borrower's failure to meet its obligations pursuant to Exhibit F, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's obligations remains unsatisfied.

SECTION XI.

General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the

that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.3. Borrower will include the provisions of subsections 13.1 and 13.2 of this Section XIII in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

13.5. Notwithstanding anything herein to the contrary, any Borrower contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XIII.

SECTION XIV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of UDAG Grant funds, and the Borrower shall not succeed to any rights, benefits or advantages of the City under the UDAG Grant, nor attain any rights, privileges, authorities or interests in or under the UDAG Grant.

SECTION XV. Disclaimer of Relationship.

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

SECTION XVI. Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XVII. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XVIII. Time of the Essence.

Time is of the essence of this Agreement.

SECTION XIX. Additional Provisions.

19.1 Any signs erected regarding the Project shall be consistent with criteria set by the United States Department of Housing and Urban Development.

19.2. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City: City of Chicago, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower (or Developer): 310 Peoria Corporation
c/o 5250 North Broadway
Chicago, Illinois 60640
Attention: President

With a Copy to: Samuel J. Polsky
152 West Huron Street
Chicago, Illinois 60610

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

19.3. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

9/25/84

REPORTS OF COMMITTEES

9569

19.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

310 PEORIA CORPORATION

By: _____
Its President

Attest:

By: _____
Its Secretary

(Corporate Seal)

EXHIBIT A
TO REDEVELOPMENT AGREEMENT

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$675,000 of Grant Funds for the financing of development costs of the 310 South Peoria Building Development.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire, and rehabilitate the Property to develop the Project for a total cost of \$3,675,000.

(b) Borrower shall provide at least \$643,300 of equity.

(c) Borrower shall borrow at least \$2,366,700 from ITT Industrial Credit Company, or such other qualifying Lender as is acceptable to the City and HUD.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the loan shall be \$675,000.

(b) Interest at the rate of 3% per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 12 months from said initial disbursement, but in no event later than December 1, 1985.

(d) The following shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

(i) Borrower shall certify to City and HUD that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an ALTA policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to the first mortgage of ITT Industrial Credit Company, or such other qualifying Lender, to secure a loan in an amount not to exceed \$2,366,700 and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of ITT Industrial Credit Company, or such other qualifying Lender.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) The Borrower shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company") which Disbursement Agreement shall provide that Company shall receive, from Borrower, to review and approve no more frequently than monthly, the following

as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Borrower's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall commence only after Borrower has evidenced to the City that \$420,000 in equity funds has already been expended by the Borrower for development costs of the 310 South Peoria Building Project.

(gg) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of UDAG Grant funds for every \$3.50 of private funds expended by Borrower for the Project.

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The initial permanent loan shall be the total sum of \$675,000 (the original principal) plus all interest accrued during the construction period.

(b) The term of the loan shall be fifteen (15) years, commencing upon substantial completion of construction, but in no event later than December 1, 1985.

(c) For years 1 through 3, the interest rate shall be three (3%) per cent. Payments of principal and/or interest shall be deferred during this period; however, interest shall accrue and be added to the initial permanent loan amount of (a) above to form a final permanent loan amount at the end of year 3.

(d) For years 4 through 15, the interest rate shall be five (5%) per cent. The final permanent loan amount shall be the sum of the initial permanent loan and all interest accrued in years 1 through 3. Amortized monthly principal and interest payments, based upon a 27 year (324 month) amortization schedule, shall commence immediately in year 4. The final monthly payment (in the 144th month) shall be a balloon payment, and said balloon payment shall pay off the entire outstanding principal loan balance plus all unpaid and accrued interest.

3. Participation in Cash Flow

(a) The Borrower shall pay the City twenty (20%) per cent of the Project's Net Annual Cash Flow after a non-cumulative, annual cash return to the Borrower of \$64,330, which is a 10% return on the Borrower's required equity contribution. Notwithstanding the fact that the Borrower may be required to contribute more than \$643,300 in equity to complete the project, the Borrower is limited to a \$64,330 return prior to the City's participation in 20% of the Net Annual Cash Flow.

(b) "Net Annual Cash Flow" is defined as all operating income and receipts of the Project, less debt service on a first mortgage not to exceed \$2,366,700, the debt service on the UDAG final permanent loan, real estate taxes and reasonable operating expenses (including a management fee not to exceed 5% of operating income) allowable for Federal income tax purposes, excluding reserves for capital improvements, depreciation, vacancy factors and other non-cash items.

(c) Participation payments shall be due within 120 days of the end of the operating year. Such payments shall constitute contingent, additional interest payable hereunder. In the event that a participation payment is not received within the 120 day period, a late payment charge in an amount equal to twenty (20%) per cent of the participation payment due shall be assessed against the Borrower, and shall be immediately due and payable.

4. Participation in Syndication Proceeds.

(a) The City shall receive fifty (50%) per cent of all "excess syndication proceeds" from the project.

(b) "Excess syndication proceeds" is defined as the sum of "net syndication proceeds" either owed to or received by the general partners from the limited partners that results in a surplus of receipts not required to complete the development and which is in excess of the Borrower's cash equity requirement of \$643,300.

(c) "Net syndication proceeds" is defined as gross syndication proceeds less allowable deductions for reasonable costs of syndication, including legal, accounting, closing, printing, marketing, brokerage and such other allowable fees and costs of syndication.

5. Project Sale or Refinancing.

(a) The entire balance of the outstanding principal of the UDAG loan, together with any accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure or other disposition of the project site, improvements and/or capital equipment situated thereon. For purposes of this paragraph, a syndication shall not be considered a sale, partial sale, refinancing or other form of disposition and said syndication shall be governed by Exhibit B, paragraph 4 only.

(b) The Borrower shall pay to the City 20% of the net proceeds from any sale or disposition in whole or in part of the project, or from any refinancing of the project. However, as used herein, "refinancing" shall not include any refinancing where the original principal amount of the first mortgage, not to exceed \$2,366,700, is not increased in any way, but the terms of the mortgage may otherwise be modified.

(c) "Net proceeds" shall be defined as all proceeds received less (1) repayment of the first mortgage (if applicable), (2) repayment of the UDAG loan, (3) the Borrower's documented reasonable costs of the sale or refinancing and (4) repayment of the Borrower's documented equity contributed to the project.

6. Prepayment of the UDAG Loan.

(a) The UDAG loan may be prepaid without penalty during any portion of the loan term preceding the commencement of the City's participation in Net Cash Flow, as outlined in Exhibit B, paragraph 3. However, once such cash flow payments have been initiated, the loan may be prepaid only upon remittance of a premium payment equal to ten (10%) per cent of the outstanding principal balance of the UDAG loan, if paid during the first year of the City's cash flow participation.

(b) Such prepayment premium shall be reduced by one-half (1/2%) per cent in each successive year thereafter.

EXHIBIT C
TO REDEVELOPMENT AGREEMENT

The Loan made pursuant to this Agreement shall be secured by the following:

A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of ITT Industrial Credit Company, or such other qualifying lender as is acceptable to the City and HUD (the "Senior Lender") in an amount not to exceed \$2,366,700.

Completion of all Borrower activities shall be guaranteed unconditionally and irrevocably by the 310 Peoria Corporation.

Repayment of the UDAG loan shall be guaranteed unconditionally and irrevocably by Barry Kreisler and Demetrios Dellaportas, jointly and severally, if, and only to the extent of any guarantee on the first mortgage.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent (see Attachment 1).

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent (see Attachment 2).

3. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

4. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee (see Attachment 3). All of the above information is due weekly. The cure period shall be two weeks.

URBAN DEVELOPMENT ACTION GRANT
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Economic Development ("DED"), having its offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602; and American National Bank & Trust Company of Chicago, not individually but as Trustee under Trust No. 58021 dated June 14, 1983 ("Borrower"), the sole beneficiary of which is Perry Associates of Chicago and Cook County, Illinois, an Illinois limited partnership, having its principal offices at 9933 Lawler, Suite 516, Skokie, Illinois 60077, whose general partner is Seymour Taxman ("Developer").

W I T N E S S E T H:

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 in the City; and

WHEREAS, it is the intention of Borrower to acquire (and Developer) to construct a shopping center facility at 79th and Perry, Chicago, Illinois, (the "Project"), which will allow Developer to create new employment opportunities; and

WHEREAS, the Department of Economic Development of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition by Developer and renovation by Developer of said Project; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-80-AA-17-0134 (7) (the "UDAG Grant") which provides that \$803,000 may be loaned by the City to Borrower for the above Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

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

1.1. "Property" shall mean the land, buildings and fixtures located at 79th Street and Perry Avenue, Chicago, Illinois.

1.2. "Construction Lender" shall mean Drover's Bank of Chicago.

1.3. "Permanent Lender" shall mean Drover's Bank of Chicago.

1.4. "UDAG Collateral" shall mean the land and building comprising the Project.

1.5. "UDAG Grant Agreement" shall mean the Agreement Numbered B-80-AA-17-0134(7) and dated August 19, 1983 between the Secretary of Housing and Urban Development and the City.

1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

SECTION II. Consideration.

In consideration of the City, Borrower and Developer entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City, Borrower and Developer agree as hereinafter set forth.

SECTION III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. Developer's Covenants.

4.1. Developer shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Developer shall use its best efforts to cause to be added to its present work force within 48 months after the date of preliminary approval of the UDAG Grant Agreement, 140 permanent jobs, of which 105 will be for low and moderate income persons, 55 will be for CETA-eligible persons, and 125 will be for minority persons.

4.3. Developer shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.4. Developer shall abide by all terms and conditions of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5. BORROWER AND DEVELOPER EXPRESSLY AGREE THAT THE FUNDS AVAILABLE PURSUANT TO THIS AGREEMENT SHALL NOT BE DEEMED COMMITTED BY THE CITY TO THE BORROWER UNTIL THE CITY HAS RECEIVED A RELEASE OF FUNDS ("ROF") FROM THE SECRETARY, AND ANY OTHERWISE ELIGIBLE COST INCURRED BY THE DEVELOPER PRIOR TO SAID ROF SHALL BE AT DEVELOPER'S SOLE RISK, IF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SHOULD LATER WITHDRAW THE UDAG GRANT FUND.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit E of the UDAG Grant Agreement, as amended from time to time.

SECTION V.

Inspection and Review.

5.1. Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Project.

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI.

Certificate of Completion.

Promptly after completion by Developer of each portion of the Project, the City will furnish Developer with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to

undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Developer, the City shall, within thirty (30) days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer to make or perform in order to obtain such certification.

SECTION VII. Restrictions on Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of conducting its business.

SECTION VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the UDAG Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION IX. Events of Default.

Borrower and Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Developer proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on

the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Developer or any guarantor or surety for Developer, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; or (e) a sale, partial sale refinancing (except as permitted under Exhibit B, paragraph 2(e)(iii) hereof) or syndication other than for equity. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred and should continue for thirty (30) days, the City shall send notice to Developer of such default. If such default is not cured within thirty (30) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Developer has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period").

SECTION X. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower and/or Developer's right of redemption in satisfaction of Developer's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Developer's premises. City may require Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type

customarily sold on a recognized market, City will give Borrower and Developer at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower and/or Developer shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, Developer's failure to meet its obligations pursuant to Exhibit D, Part II, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's and/or Developer's obligations remains unsatisfied.

SECTION XI.

General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower or Developer shall bind their heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by both Borrower and Developer.

(b) All rights of City to and under this Agreement and in and to the UDAG Collateral shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if City gives notice to Borrower and Developer of an assignment of said rights, upon such notice, the liability of Borrower and/or Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer will set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that neither Borrower nor Developer shall not waive hereby any right of action to the

extent that waiver thereof is expressly made unenforceable under applicable law.

SECTION XII. Housing and Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Construction Lender or Developer by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION XIII. Equal Employment Opportunity

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

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

13.2. Developer will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.3. Developer will include the provisions of subsections 13.1 and 13.2 of this Section XIII in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

13.5. Notwithstanding anything herein to the contrary, any Developer contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XIII.

SECTION XIV. No Assignment or Succession.

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

SECTION XV. Disclaimer of Relationship.

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

SECTION XVI. Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XVII. Limitation of Liability.

Borrower and Developer expressly agree that no member, official, employee or agent of City shall be individually or personally liable to Borrower or Developer, their successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XVIII. Time of the Essence.

Time is of the essence of this Agreement.

SECTION XIX. Additional Provisions.

19.1 Developer shall erect at its sole expense a sign regarding the Project consistent with criteria set by the United States Department of Housing and Urban Development.

19.2. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City: City of Chicago, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Developer: Perry Associates
9933 Lawler, Suite 516
Skokie, Illinois 60077
Attention: James Schultz

With a Copy to Borrower: American National Bank & Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attention:

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

19.3. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

19.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9/25/84

REPORTS OF COMMITTEES

9587

IN WITNESS WHEREOF, the City of Chicago, Borrower and Developer have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

American National Bank and Trust
Company of Chicago, not
personally, but as Trustee

By: _____
Its _____

Attest:

By: _____
Its (Assistant) Secretary

Perry Associates

By: _____
General Partner

(Corporate Seal)

EXHIBIT A
TO REDEVELOPMENT AGREEMENT

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$803,000 of Grant Funds to assist in the construction of a retail shopping center located at 79th and Perry, Chicago, Illinois.

2. Borrower and Developer agree to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire, and Developer shall rehabilitate the Property to develop the Project for a total estimated cost of \$4,746,005.

(b) Developer shall provide at least \$543,005 of equity.

(c) Borrower shall borrow at least \$3,400,000 from Drovers Bank of Chicago.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the loan shall be \$803,000.

(b) Interest at the rate of three percent (3%) per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 12 months from said initial disbursement, but in no event later than April 15, 1988.

(d) The following shall be required of Borrower or Developer as Conditions Precedent to disbursement of Loan proceeds:

(i) Developer shall certify to City and HUD that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an ALTA policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to the first mortgage of Drovers Bank of Chicago to secure a loan in an amount not to exceed \$3,400,000 and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of tenants of the development project.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) The Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company") which Disbursement Agreement shall provide that Company shall receive, from (Borrower) (Developer), to review and approve no more

frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Developer's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Developer's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of UDAG Grant funds for every \$4.50 of private funds expended by Borrower and Developer for the Project.

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of \$803,000 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be 30 years commencing upon substantial completion of construction but in no event later than April 1, 1986.

(c) The interest rate shall be 3% per annum.

(d) Principal and interest payments on construction loan shall be deferred and accrued during the construction period but in no event later than April 1, 1986, and said accrued interest added to the principal balance to form the permanent loan. Thereafter, monthly amortization payments of interest and principal shall be made to completely pay off the loan over the remaining loan term.

(e) Additional interest ("Additional Interest") shall be paid by Developer to City as follows:

(i) After Developer has received the lesser of 12% return on equity or \$85,000 ("Return on Equity"), on a non-cumulative, annual basis, it shall pay the City on an annual basis 10% of the Net Cash Flow (defined as all operating revenues less debt service on the Lender's and City's loans or other permitted financing; real estate taxes; reasonable and customary operating expenses; management fees up to a maximum of four (4%) percent of gross revenues; and without deduction for depreciation or extraordinary capital improvements). Equity, as used herein shall be defined as all cash or recourse notes contributed to the Project by the Developer as capital.

(ii) Upon the sale or partial sale of the Project during the term of the Loan, 20% of net sales proceeds (defined as gross sale price less Developer's cash equity, payoff of the then existing Lender and City loans, and usual and customary costs of sale).

(iii) Upon a refinancing for any reason other than pursuant to a "call" provision of Lender's loan, 20% net refinancing proceeds (defined as the gross amount of the refinancing less the then principal balance of the refinanced loan and usual and customary costs of refinancing).

(iv) Upon a syndication for any purpose, 50% of net syndication proceeds (defined as gross syndication proceeds less the amount required to meet Developer's equity obligation, or to complete the Project, or to "take-out" the Developer's equity investment and usual and customary costs of syndication).

(v) Within 90 days following the close of the calendar year or within 10 days of receipt of funds pursuant to a sale, partial sale refinancing or syndication, Developer shall submit to City financial statements prepared by a certified public accountant in accordance with Generally Accepted Accounting Principles

consistently applied setting forth the Additional Interest due and owing to the City, accompanied by a check in the amount therefor.

3. Prepayment of Loan. The loan may be prepaid at any time without penalty.

4. Nondisturbance Agreements. City agrees, upon request from Developer to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to Developer and City wherein City shall agree that, with respect to any leases of the Project, the tenants, under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

EXHIBIT C
TO REDEVELOPMENT AGREEMENT

The Loan made pursuant to this Agreement shall be secured by the following:

A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of Drovers Bank of Chicago (the "Senior Lender") in an amount not to exceed \$3,400,000

The completion of the project shall be guaranteed by Perry Associates, an Illinois limited partnership, and repayment shall be guaranteed by Perry Associates to the extent of its assets in the project.

EXHIBIT D
TO REDEVELOPMENT AGREEMENT

1. City of Chicago shall loan the sum of \$803,000 to Borrower for the purpose of assisting in the construction of a project, namely a retail shopping center at 79th and Perry, Chicago, Illinois.
2. Drover's Bank of Chicago shall loan at least \$3,400,000 to Borrower for the purpose of acquisition and development of the property.
3. Developer shall provide not less than \$543,005 in equity funds for construction of the Project.

EXHIBIT E
TO REDEVELOPMENT AGREEMENT

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent (see Attachment 1).
2. Not less than fifteen (15) days prior to the initiation of any construction activities the Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent (see Attachment 2).
3. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.
4. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee (see Attachment 3). All of the above information is due weekly. The cure period shall be two weeks.

(Continued from page 9559)

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

The following is said ordinance as passed: .

WHEREAS, The Department of Economic Development of the City of Chicago 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 State of Illinois has made available to the City of Chicago, through the federal Community Services Block Grant Program, a grant in the amount of \$650,000 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, Allied Metal Door, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$46,000 for purposes of plant improvement and working capital, which will result, among other things, in the creation of an estimated 10 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Department of Economic Development has recommended that the Economic Development Commission approve the application of Allied Metal Door, 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 Allied Door, Inc. pursuant to which the City will loan \$46,000 to Allied Metal Door, Inc. to expand its manufacturing of metal doors, 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 the Economic Development Commission of the City of Chicago passes a resolution approving the aforesaid loan to Allied Metal Door, Inc.

[Loan and Security Agreement, printed on pages
9597 thru 9622 of this Journal.]

LOAN AND SECURITY AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal corporation ("City"), by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and Allied Metal Door, Inc. an Illinois corporation, having its principal offices at 325 South California Avenue, Chicago, Illinois 60612. ("Borrower").

RECITALS:

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

WHEREAS, the State of Illinois has made available to the City grant funds in the amount of \$650,000 to make low cost loans to start-up and expanding businesses, and known as the Illinois Fixed Rate Loan Fund Program; and

WHEREAS, Borrower desires to expand its existing metal door manufacturing business located at 325 South California Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, Borrower has made application to DED to borrow \$46,000 under the Illinois Fixed Rate Loan Fund Program ("City Loan"); and

WHEREAS, in response to said application, DED has recommended the Economic Development Commission approve Borrower's application upon which approval, DED will loan Borrower \$46,000; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I.Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION II.Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof. The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION III.Borrower's Covenants.

3.1. Borrower shall proceed diligently to carry out its development pursuant to Exhibit A.

3.2. Borrower shall use its best efforts to effect 10 new, permanent hirings to its work force within 12 months after final disbursement of the Loan proceeds, said hirings to be made pursuant to the First Source Agreement to be executed between the City and Borrower as a condition precedent to initial disbursement of any Loan proceeds, a copy of which is attached hereto and made a part hereof as Exhibit D.

3.3. Borrower shall provide evidence of private financing as set forth in Exhibit D attached hereto and made a part hereof.

3.4. The time frame for the beginning and completion of the Borrower's development plans shall be as specified in Exhibit E attached hereto and made a part hereof.

SECTION IV.Inspection and Review.

4.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

4.2. Site Visits. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Borrower's business facility.

4.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section IV shall continue until

the completion of all close-out procedures respecting the City Loan and until the final settlement and conclusion of all issues arising thereunder.

SECTION V. Amendment of this Agreement.

During the term of this Agreement, it shall not be amended without the prior written approval of DED.

SECTION VI. Disclaimer of Relationship.

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

SECTION VII Time of the Essence.

Time is of the essence of this Agreement.

SECTION VIII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business.

SECTION IX. No Waiver of Default.

Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit such rights in any way, nor shall any waiver in fact made by the City with respect to any specific default by Borrower under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other defaults by Borrower under this Agreement, or with respect to the particular default, except to the extent specifically waived in writing.

SECTION X. Conflict of Interest.

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

corporation, partnership or association in which he is directly or indirectly interested.

SECTION XI. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Borrower, their successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XII. Equal Employment Opportunity

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

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

12.2. Borrower will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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

SECTION XIII. Additional Provisions.

13.1. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:

City of Chicago, Illinois
City Hall - Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower:

Chicago, Illinois _____
Attention: _____

With a Copy to:

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

13.2. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

13.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

By: _____
Its _____

Attest:

Secretary

EXHIBIT A

TO LOAN AND SECURITY AGREEMENT

1. The City shall lend Borrower \$46,000.00 which loan shall constitute no more than 20% of the total cost of its development plans.
2. Borrower agrees to do the following:
 - (a) Borrower shall expand its business for a total of \$230,000.00.
 - (b) Borrower shall borrow from Lakeview Bank at least \$184,000.00, which loan shall be guaranteed by the United States Small Business Administration.

EXHIBIT B

TO LOAN AND SECURITY AGREEMENT

The terms and conditions of the City Loan are as follows:

1. The Term of the City Loan shall be 7 years.
2. The principal amount of the City Loan shall be \$46,000.00
3. Interest at the rate of 3% per annum shall be charged on the principal City Loan amount.
4. No disbursement of City Loan proceeds shall be made unless and until Borrower shall have:
 - (a) Granted the City an interest in such of its assets as the City shall require as security for repayment of the Loan. City shall subordinate its security interest, at Borrower's request, to security interests of other lenders, their assigns and/or guarantors in an amount not to exceed \$184,000.00.
 - (b) Unless and until Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured lender.
 - (c) Executed a First Source Agreement for hiring with the City as set forth in Exhibit D.
5. Repayment shall be in 84 equal installments of principal and interest, commencing on the 1st day of the 1st month following final disbursement City Loan proceeds, and on the 1st day of each month thereafter until the City Loan is paid in full.
6. As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:
 - (a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Loan and Security Agreement, it shall accrue credit for interest paid from initial disbursement date of the City Loan through the end of the calendar year in which the aforesaid employment level is met.
 - (b) For each calendar year up to 6 years after achieving its employment levels, Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

(c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 9 equal amounts and deducting said amounts from each of the final 9 payments of the City Loan term as due and owing.

(d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Exhibit B, any accrued shall be a setoff of the City Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the City Loan is prepaid.

(e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.

7. The following shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

(a) Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(b) Borrower shall have furnished to City, duly executed financing statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively;

(c) Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear mortgagee;

(d) Borrower if appropriate shall have furnished to City, duly executed Certificates of Inspection and Acceptance, certifying that the equipment described in the Loan and Security Agreement has been installed, inspected, and is in place and in good working condition;

(e) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(f) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. Forms or reasonable equivalents thereof;

(g) Personal Guarantee

(h) Consent of Senior Lender to City's Loan,
and security interest.

8. Sale/Syndication/Refinancing. The entire balance of the outstanding principal of the City Loan together with interest thereon shall at the sole option of the City, become immediately syndication, the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Borrower's business.
9. Prepayment of Loan. The City Loan may be prepaid without penalty upon 120 days prior written notice to the City.

EXHIBIT C
TO LOAN AND SECURITY AGREEMENT

As security for the CITY LOAN to be made pursuant to this Agreement, BORROWER agrees as follows:

1. Grant of Security Interest in Personality. BORROWER hereby grants to City a security interest in:

(a) All machinery, furnishings and equipment now owned or hereafter acquired; and

(b) All accounts, accounts receivable, notes, chattel paper, or writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by BORROWER and all goods hereafter sold by BORROWER and thereafter returned reclaimed or repossessed; and

(c) All inventory used or consumed in BORROWER'S business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and

(d) Proceeds, including insurance proceeds, of any and all of the foregoing (hereinafter collectively "Collateral").

City's aforesaid security interest is subordinate to the security interest in favor of Lakeview Bank (the "Senior Lender").

2. Warranties and Covenants of BORROWER. BORROWER hereby warrants and covenants that:

(a) The Collateral is used primarily for business use;

(b) BORROWER'S chief place of business is in the State of Illinois;

(c) The Collateral will be kept at 325 South California Avenue, Chicago, Illinois;

(d) BORROWER will promptly notify City of any change in the location of the Collateral within said State;

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(e) BORROWER will not remove the Collateral from said State without the prior written consent of City except Collateral sold in the ordinary course of BORROWER'S business;

(f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, BORROWER is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and BORROWER will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(g) Except with respect to the Senior Lender, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The BORROWER shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at any time or from time to time, reasonably maintain a perfected security interest in the Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and BORROWER will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;

(h) BORROWER will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of City;

(i) BORROWER shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as City may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as City may approve, losses in all cases to be payable to City and BORROWER as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to City. BORROWER shall furnish City with certificates of such insurance or other evidence satisfactory to City as to compliance with the provisions of this subparagraph. City may act as attorney for BORROWER in making, adjusting and settling claims under and canceling such insurance and endorsing BORROWER'S name on any drafts drawn by insurers of the Collateral;

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(j) BORROWER will keep the Collateral free from any adverse lien, security interest or encumbrance, other than that of the Senior Lender, and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. City may examine and inspect the Collateral at any reasonable time or times, wherever located;

(k) BORROWER will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligations.

3. Additional Rights of Parties. At its option, City may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the BORROWER after having been requested to do so, to provide insurance satisfactory to the City, and may pay for the maintenance, repair and preservation of the Collateral. To the extent permitted by applicable law, BORROWER agrees to reimburse City on demand for any payment made, or any expense incurred by City pursuant to the foregoing authorization. Until default, BORROWER may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

4. Events of Default. BORROWER shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the obligations or of any covenants or liabilities contained or referred to herein, or in any of the obligations; (b) any warranty, representation or statement made or furnished to City by or on behalf of BORROWER proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, BORROWER or any guarantor of surety for BORROWER, default to the Senior Lender.

5. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so

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far as BORROWER can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to BORROWER'S right of redemption in satisfaction of BORROWER'S obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Collateral unusable and dispose of the Collateral on the BORROWER'S premises. City may require BORROWER to assemble the Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give BORROWER at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of BORROWER shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to BORROWER for any surplus realized on such disposition and BORROWER shall remain liable for any deficiency.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the BORROWER'S obligations remain unsatisfied.

6. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of BORROWER shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective when it is signed by BORROWER.

-5-

(b) All rights of City to and under this Agreement and in and to the Collateral shall pass to any may be exercised by any assignee thereof. BORROWER agrees that if City gives notice to BORROWER of an assignment of said rights, upon such notice, the liability of BORROWER to the assignee shall be immediate and absolute. BORROWER will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that BORROWER shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

(c) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois.

7. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of BORROWER'S business.

8. Guarantee. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Eugene Wozniak and Walter Berg, Jr.

EXHIBIT D

FIRST SOURCE AGREEMENT

The First Source Agreement for recruitment, referral, and placement is between the City of Chicago, Mayor's Office of Employment and Training, (hereinafter referred to as the "AGENCY"), and _____, (hereinafter referred to as "EMPLOYER"). Under this First Source Agreement, EMPLOYER will use the AGENCY as its first source for recruitment, referral and placement of covered positions.

RECITALS

WHEREAS, the AGENCY wishes to assure continuing employment opportunities for economically disadvantaged city residents with employers located within the city limits.

WHEREAS, the EMPLOYER agrees to use the AGENCY as a first source for recruitment, referral and placement of employees in covered positions as consideration for the Department of Economic Development (DED) making a loan to EMPLOYER under the Illinois Fixed Rate Loan Program.

NOW, THEREFORE; the parties hereto agree as follows:

SECTION I. The above recitals are expressly incorporated and made a part hereof.

SECTION II. Consideration. In consideration of AGENCY and EMPLOYER entering into and executing this Agreement and agreeing to be bound by the terms and conditions hereof, and for other good and valuable consideration, AGENCY and EMPLOYER agree as hereinafter set forth.

SECTION III. Term. This Agreement shall take effect when signed by the parties below and shall be in full force and effect for a period of five (5) years.

This Agreement shall not be construed as a loan agreement. If, for any reason, the CITY LOAN above should be withdrawn or cancelled by DED, this Agreement will be null and void.

First Source Agreement
Page 2

IV. RECRUITMENT

- A. The AGENCY and EMPLOYER agree that for purposes of this agreement, "covered positions" include all of EMPLOYER'S entry level job openings and any other negotiated positions created as a result of the CITY LOAN. These may include job vacancies made available after internal promotions and terminations or openings created by an expansion of the EMPLOYER'S workforce all of which will be negotiated. Nothing in this agreement will release the EMPLOYER from his obligation to fill entry level positions with persons referred by the AGENCY except as stated below in items V (REFERRAL) and VI (HIRING).
- B. No later than seven (7) working days after approval of the loan to EMPLOYER, EMPLOYER will submit to the AGENCY, a First Source Prospect Notification. (Attachment A)
- C. At least eighteen (18) working days prior to the anticipated hiring dates, the EMPLOYER will notify the AGENCY of its needs for new employees in covered positions by completing a "Job Order Form" (Attachment E) for each job title. This form is to be completed in consultation with an Agency representative. Applicants who meet these quantifiable and objective minimum job qualifications will be deemed to be "qualified persons" for purposes of this agreement.
- D. The EMPLOYER will also notify the AGENCY of all position vacancies which are not "covered positions" as described in Sections IV A, B, and C, above as they occur. Notification should include qualifications, the rate of pay and the anticipated hiring dates. The EMPLOYER will also notify the AGENCY of the date by which the AGENCY must refer qualified applicants to the EMPLOYER for management, technical and professional vacancies.
- E. Job openings to be filled by internal promotion from within the EMPLOYER'S local workforce need not be referred to the AGENCY for referral and hiring. If, however, a job opening is created as a result of an internal promotion, the provisions of Section IV A above shall apply.

V. REFERRAL

- A. The AGENCY will refer eligible job applicants to the EMPLOYER in response to the notification of need for new employees described in Section IV above. It will be the responsibility of the AGENCY to refer only qualified applicants who meet the profile of the EMPLOYER as detailed in the Job Order Form. (Attachment B)

First Source Agreement
Page 3

- B. The AGENCY will screen applicants according to the qualifications agreed upon with the EMPLOYER.
- C. The AGENCY will notify EMPLOYER of all intended referrals no later than ten (10) working days prior to the anticipated hiring date, and will effect all referrals no later than five (5) working days prior to the anticipated hiring date. The AGENCY will make every reasonable effort to refer at least one qualified person for each job opening.
- D. In the event the AGENCY cannot refer the total number of qualified personnel requested, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will make a best effort to hire unemployed Chicago residents.
- E. In the event that the EMPLOYER does not hire referred personnel the EMPLOYER should, at a minimum, indicate in writing the reasons for not hiring.

VI. HIRING

- A. The EMPLOYER will make all decisions on hiring new employees. However, the EMPLOYER agrees to make a best effort to hire from referrals made.
- B. The AGENCY will tract job retention of employees hired under this agreement for 120 days following hiring. The EMPLOYER agrees to cooperate in the AGENCY'S follow-up efforts.
- C. The AGENCY is required to monitor EMPLOYER'S adherence to this agreement. EMPLOYER will cooperate in the AGENCY'S monitoring efforts and will submit Quarterly Hiring Summaries in accordance with Attachment "C".
- D. After the EMPLOYER has selected its employees, the AGENCY will not be responsible for the employees' actions and the EMPLOYER hereby releases the AGENCY of any liability for their actions.

VII. TRAINING

- A. The EMPLOYER will not discontinue job and workplace orientation due to this agreement.
- B. The AGENCY and the EMPLOYER may agree to develop additional on-the-job or customized training programs through the Job Training Partnership Act; the training specifications and costs for such training will be mutually agreed upon by the EMPLOYER and the AGENCY and will be covered in a separate training agreement.

First Source Agreement
Page 4

VIII. CONTROLLING REGULATIONS AND LAWS

- A. If this agreement conflicts with any labor laws or other government regulations, the laws or regulations shall prevail.
- B. The EMPLOYER will provide the AGENCY with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to the AGENCY.
- C. The EMPLOYER will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship, or political affiliation.

IX. INDEMNITY

The EMPLOYER will indemnify the AGENCY for and hold the AGENCY harmless from any claims or liabilities asserted against the AGENCY by applicants for employment or employees employed by the EMPLOYER or any other claims asserted with respect to this limitation, all nature of claims asserted against the AGENCY as well as the costs and attorneys fees incurred by the AGENCY in defending against any such claim. If, in the best judgement of the AGENCY and its legal counsel, any such claims should be settled for a reasonable sum, the EMPLOYER will also indemnify the AGENCY for the settlement amount and costs incurred by the AGENCY in effectuating the settlement.

Dated this _____ day of _____, 19____.

Name or Firm

Attest:

By:

Name

Secretary

Title

First Source Agreement
Page 5

CITY OF CHICAGO

By: MAYOR'S OFFICE OF EMPLOYMENT & TRAINING

By: _____
Maria B. Cerda

Reviewed as to form and legality: ASSISTANT TO THE MAYOR
Title

Assistant Corporation Counsel

By: DEPARTMENT OF ECONOMIC DEVELOPMENT

Robert Mier

COMMISSIONER
Title

REPORTS OF COMMITTEES

FIRST SOURCE PROSPECT NOTIFICATION

Date of Referral:_____

Address: _____ (Zip) _____

Contact Person: _____ Title: _____

Telephone No. of Contact: _____

Referring Department: _____

Department FSP Coordinator: _____

Telephone No. of Coordinator: _____

Type of Agreement Being Negotiated: _____

Description of Agreement: _____

Status of Agreement: _____

Anticipated Date for Finalizing Agreement: _____

Potential Employment Opportunities for Unemployed Persons:

[illegible]

Additional Comments: _____

Received: ____/____/____

By: _____

JOB ORDER FORM

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING

1. Employer _____ 2. Date _____
3. Job Title _____ 4. Number of Openings _____
5. Job Location _____
6. Contact Person _____ Phone _____
7. Supervisor _____ 8. Beginning date _____ Ending _____
9. Starting salary \$ _____ per _____ Salary after training \$ _____ per _____
10. Benefits: _____
11. Days to be worked _____ 12. Hours _____
13. Will union membership be required? Yes _____ No _____
If yes, which union and local # _____
14. If this job involved on-the-job training to be subsidized by the City, how long will that training period be? _____ (attach specific training plan)
15. Specific Duties _____

16. NECESSARY QUALIFICATIONS: _____
Skill _____ (level of experience or training required to enter program
(include licenses and/or certificates necessary)

17. Is a valid Illinois Drivers' License required? Yes _____ No _____
18. Are your employees in this position expected to provide any necessary tools involved in the job (s)? Yes _____ No _____
If yes, please attach an itemized list (with prices) of tools required for each position
19. Education level needed to perform this job (If any) _____

(Over)

Is there a possibility for promotion from this job? Yes _____ No _____
 If yes, to what position(s)? _____

Environmental Conditions

a. Working Environment

Inside _____
 Outside _____

YES NO

b. Extreme Cold with
 or without temperature changes

c. Extreme heat with
 or without temperature changes

d. Wet and/or Humid

e. Vibration

f. Hazards

Mechanical

Electrical

Burns

Explosives

Radioactivity

Other

g. Atmospheric Conditions

Fumes

Dusts

Mists

Gases

Poor Ventilation

Other

h. Noise

Estimated maximum

no. of Decibels

23. Physical Demands

a. Strength - % time job will require

Standing _____

Walking _____

Sitting _____

Weight (no. lbs)

Lifting _____

Carrying _____

Pushing _____

Pulling _____

YES NO

b. Climbing

Balancing

Stooping

Kneeling

Crouching

Crawling

Reaching

Handling

Fingering

Feeling

Talking

Hearing

Ordinary Conversation

Other Sounds

Seeing

Acuity, Near

Acuity, Far

Depth Perception

Color Vision

Field of Vision

a. Could a person with limited English speaking skills perform this job?

Yes _____ No _____

b. Could a person with limited English reading/writing skills perform this job?

Yes _____ No _____

Is public transportation easily accessible? Yes _____ No _____

Does the job require shift work or other than traditional hours? Yes _____ No _____

(If yes, please clarify) _____

9/25/84

REPORTS OF COMMITTEES

9621

ATTACHMENT C

SAMPLE

QUARTERLY HIRING SUMMARY

FOR QUARTER ENDING : _____

COMPANY NAME _____

Listed below are the position(s) in your firm which are covered under the First Source Agreement with the City. Please list the total number of hires for this quarter and return this form to the Mayor's Office of Employment and Training within 30 days following the close of that quarter.

Position Title

Total New Hires

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above information is true and accurate.

Authorized Signature

Title

Date

Please return this form to: Mayor's Office of Employment and Training
130 N. LaSalle 5th Floor
Chicago, Illinois 60601

EXHIBIT E
TO LOAN AND SECURITY AGREEMENT

BORROWER shall complete its development plan within 12 months of the date of this agreement first set forth above.

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED
BETWEEN CITY AND BERRY'S SCAVENGER SERVICE,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement between City of Chicago and Berry's Scavenger Service, Inc., whereby Illinois fixed rate loan fund proceeds will be lent to assist the expansion of the company's business at 543 W. 79th Street.

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

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

Nays -- None.

The following is said ordinance as passed:

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 State of Illinois has made available to the City of Chicago, through the Federal Community Services Block Grant Program, a grant in the amount of \$650,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Berry's Scavenger Service, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$60,000 for purposes of plant improvement, purchasing new equipment and working capital, which will result, among other things, in the creation of an estimated 8 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Department of Economic Development has recommended that the Economic Development Commission approve the application of Berry's Scavenger Service, 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 Berry's Scavenger Service, Inc. pursuant to which the City will loan \$60,000 to Berry's Scavenger Service, Inc. to expand its scavenger pick up service 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 the Economic Development Commission of the City of Chicago passes a resolution approving the aforesaid loan to Berry's Scavenger Service, Inc.

[Loan and Security Agreement printed on pages 9625
thru 9651 of this Journal.]

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED
BETWEEN CITY AND MARQUETTE BOLT AND RIVET
COMPANY, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement with Marquette Bolt and Rivet Company, Inc. whereby Illinois fixed rate loan fund proceeds will be lent to assist the expansion of the company's business at 8201 S. Wallace Avenue in the amount of \$100,000.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago 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 State of Illinois has made available to the City of Chicago, through the Federal Community Services Block Grant Program, a grant in the amount of \$650,000 to be used to make low interest loans to start up and expand businesses; and

(Continued on page 9652)

LOAN AND SECURITY AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal corporation ("City"), by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT ("DED"), having its offices at 20 North Clark Street Chicago, Illinois 60602, and Berry's Scavenger Service, ("Borrower"), an Illinois Corporation, having its principal offices at 543 West 79th Street, Chicago, Illinois 60620.

RECITALS:

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

WHEREAS, the State of Illinois has made available to the City grant funds in the amount of \$650,000 to make low cost loans to start-up and expanding businesses, and known as the Illinois Fixed Rate Loan Fund Program; and

WHEREAS, Borrower desires to expand its existing Scavenger business located at 543 West 79th Street, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, Borrower has made application to DED to borrow \$60,000.00 under the Illinois Fixed Rate Loan Fund Program ("City Loan"); and

WHEREAS, in response to said application, DED has recommended the Economic Development Commission approve Borrower's application upon which approval, DED will loan Borrower \$60,000.00; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I.Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION II.Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof. The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION III.Borrower's Covenants.

3.1. Borrower shall proceed diligently to carry out its development pursuant to Exhibit A.

3.2 Borrower shall use its best efforts to effect 8 new, permanent hirings to its work force within 12 months after final disbursement of the Loan proceeds, said hirings to be made pursuant to the First Source Agreement to be executed between the City and Borrower as a condition precedent to initial disbursement of any Loan proceeds, a copy of which is attached hereto and made a part hereof as Exhibit D.

3.3. Borrower shall provide evidence of private financing as set forth in Exhibit D attached hereto and made a part hereof.

3.4 The time frame for the beginning and completion of the Borrower's development plans shall be as specified in Exhibit E attached hereto and made a part hereof.

SECTION IV.Inspection and Review.

4.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

4.2. Site Visits. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Borrower's business facility.

4.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section IV shall continue until

the completion of all close-out procedures respecting the City Loan and until the final settlement and conclusion of all issues arising thereunder.

SECTION V. Amendment of this Agreement.

During the term of this Agreement, it shall not be amended without the prior written approval of DED.

SECTION VI. Disclaimer of Relationship.

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

SECTION VII Time of the Essence.

Time is of the essence of this Agreement.

SECTION VIII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business.

SECTION IX. No Waiver of Default.

Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit such rights in any way, nor shall any waiver in fact made by the City with respect to any specific default by Borrower under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other defaults by Borrower under this Agreement, or with respect to the particular default, except to the extent specifically waived in writing.

SECTION X. Conflict of Interest.

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

corporation, partnership or association in which he is directly or indirectly interested.

SECTION XI. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Borrower, their successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XII. Equal Employment Opportunity

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

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

12.2. Borrower will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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

SECTION XIII. Additional Provisions.

13.1. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:

City of Chicago, Illinois
City Hall - Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower:

Chicago, Illinois _____
Attention: _____

With a Copy to:

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

13.2. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

13.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:.

Assistant Corporation Counsel

By: _____
Its _____

Attest:

Secretary

EXHIBIT A

TO LOAN AND SECURITY AGREEMENT

1. The City shall lend Borrower \$60,000.00 which loan shall constitute no more than 20% of the total cost of its development plans.
2. Borrower agrees to do the following:
 - (a) Borrower shall expand its business operations for a total amount of \$400,000.00
 - (b) Borrower shall borrow from Seaway National Bank least \$340,000, which loan shall be guaranteed by the United States Small Business Administration.

EXHIBIT B

TO LOAN AND SECURITY AGREEMENT

The terms and conditions of the City Loan are as follows:

1. The Term of the City Loan shall be 7 years.
2. The principal amount of the City Loan shall be \$60,000.00.
3. Interest at the rate of 3% per annum shall be charges on the principal City Loan amount.
4. No disbursement of City Loan proceeds shall be made unless and until Borrower shall have:
 - (a) Granted the City an interest in such of its assets as the City shall require as security for repayment of the Loan. City shall subordinate its security interest, at Borrower's request, to security interests of other lenders, their assigns and/or guarantors in an amount not to exceed \$ 340,000.
 - (b) Unless and until Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured lender.
 - (c) Executed a First Source Agreement for hiring with the City as set forth in Exhibit D.
5. Repayment shall be in 84 equal installments of principal and interest, commencing on the 1st day of the 1st month following final disbursement City Loan proceeds, and on the 1st day of each month thereafter until the City Loan is paid in full.
6. As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:
 - (a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Loan and Security Agreement, it shall accrue credit for interest paid from initial disbursement date of the City Loan through the end of the calendar year in which the aforesaid employment level is met.
 - (b) For each calendar year up to 6 years after achieving its employment levels. Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

- (c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 9 equal amounts and deducting said amounts from each of the final 9 payments of the City Loan term as due and owing.
 - (d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Exhibit B, any accrued shall be a set off of the City Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the City Loan is prepaid.
 - (e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.
- 7 The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:
- (a) Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds;
 - (b) Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively;
 - (c) Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear
 - (d) Borrower if appropriate shall have furnished to City, duly executed Certificates of Inspection and Acceptance, certifying that the equipment described in the Loan and Security Agreement has been installed, inspected, and is in place and in good working condition;
 - (e) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors, Sworn statements of work completed to date;

- (f) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;
- (g) Personal Guarantee
- (h) Consent of Senior Lender to City's Loan, and security interest

EXHIBIT C

TO LOAN AND SECURITY AGREEMENT

As security for the City Loan to be made pursuant to this Agreement, BORROWER agrees as follows:

1. Grant of Security Interest in Personalty. BORROWER hereby grants to City a security interest in:

(a) All machinery, furnishings and equipment now owned or hereafter acquired; and

(b) All accounts, accounts receivable, notes, chattel paper, or writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by BORROWER and all goods hereafter sold by BORROWER and thereafter returned, reclaimed or repossessed; and

(c) All inventory used or consumed in BORROWER'S business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and

(d) Proceeds, including insurance proceeds, of any and all of the foregoing (hereinafter collectively "Collateral")

City's aforesaid security interest is subordinate to the security interest in favor of Seaway National Bank (the "Senior Lender").

2. Warranties and Covenants of BORROWER. BORROWER hereby warrants and covenants that:

(a) The Collateral is used primarily for business use;

(b) BORROWER'S chief place of business is in the State of Illinois;

(c) The Collateral will be kept at 543 West 79th Street, Chicago, Illinois;

(d) BORROWER will promptly notify City of any change in the location of the Collateral within said State;

(e) BORROWER will not remove the Collateral from said State without the prior written consent of City except Collateral sold in the ordinary course of BORROWER'S business;

- (f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, BORROWER is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and BORROWER will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;
- (g) Except with respect to the Senior Lender, no financing statement covering any of the Coallateral or any proceeds thereof is on file in any public office. The BORROWER shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at any time or from time to time, reasonably maintain a perfected security interest in the Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and BORROWER will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;
- (h) BORROWER will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of City;
- (i) BORROWER shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as City may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or under-writers as City may approve, losses in all cases to be payable to City and BORROWER as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to City. BORROWER shall furnish City with certificates of such insurance or other evidence satisfactory to City as to compliance with the provisions of this subparagraph. City may act as attorney for BORROWER in making, adjusting and settling claims under and canceling such insurance and endorsing BORROWER'S name on any drafts drawn by insurers of the Collateral;

- (j) BORROWER will keep the Collateral free from any adverse lien, security interest or encumbrance, other than that of the Senior Lender, and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. City may examine and inspect the Collateral at any reasonable time or times, wherever located;
- (k) BORROWER will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligations.

3. Additional Rights of Parties. At its option, City may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the BORROWER after having requested to do so, to provide insurance satisfactory to the City, and may pay for the maintenance, repair and preservation of the Collateral. To the extent permitted by applicable law, BORROWER agrees to reimburse City on demand for any payment made, or any expense incurred by City pursuant to the foregoing authorization. Until default, BORROWER may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

4. Events of Default. BORROWER shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the obligations or of any covenants or liabilities contained or referred to herein, or in any of the obligations; (b) any warranty, representation or statement made or furnished to the City by or on behalf of BORROWER proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, BORROWER or any guarantor of surety for BORROWER, default to the Senior Lender.

5. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as BORROWER can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to BORROWER'S right of redemption in satisfaction of BORROWER'S obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Collateral unusable and dispose of the Collateral on the BORROWER'S premises. City may require BORROWER to assemble the Collateral and make it available to City for possession at a place to be designated

by City which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give BORROWER at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of BORROWER shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to BORROWER for any surplus realized on such disposition and BORROWER shall remain liable for any deficiency.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the BORROWER'S obligations remain unsatisfied.

6. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of BORROWER shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective when it is signed by BORROWER.

(b) All rights of City to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. BORROWER agrees that if City gives notice to BORROWER of an assignment of said rights, upon such notice, the liability of BORROWER to the assignee shall be immediate and absolute. BORROWER will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that BORROWER shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

(c) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois.

7. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of BORROWER'S business.

8. Guarantee. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Willie Adams and James Berry.

EXHIBIT D

FIRST SOURCE AGREEMENT

The First Source Agreement for recruitment, referral, and placement is between the City of Chicago, Mayor's Office of Employment and Training, (hereinafter referred to as the "AGENCY"), and _____, (hereinafter referred to as "EMPLOYER"). Under this First Source Agreement, EMPLOYER will use the AGENCY as its first source for recruitment, referral and placement of covered positions.

RECITALS

WHEREAS, the AGENCY wishes to assure continuing employment opportunities for economically disadvantaged city residents with employers located within the city limits.

WHEREAS, the EMPLOYER agrees to use the AGENCY as a first source for recruitment, referral and placement of employees in covered positions as consideration for the Department of Economic Development (DED) making a loan to EMPLOYER under the Illinois Fixed Rate Loan Program.

NOW, THEREFORE; the parties hereto agree as follows:

SECTION I. The above recitals are expressly incorporated and made a part hereof.

SECTION II. Consideration. In consideration of AGENCY and EMPLOYER entering into and executing this Agreement and agreeing to be bound by the terms and conditions hereof, and for other good and valuable consideration, AGENCY and EMPLOYER agree as hereinafter set forth.

SECTION III. Term. This Agreement shall take effect when signed by the parties below and shall be in full force and effect for a period of five (5) years.

This Agreement shall not be construed as a loan agreement. If, for any reason, the CITY LOAN above should be withdrawn or cancelled by DED, this Agreement will be null and void.

First Source Agreement
Page 2

IV. RECRUITMENT

- A. The AGENCY and EMPLOYER agree that for purposes of this agreement, "covered positions" include all of EMPLOYER'S entry level job openings and any other negotiated positions created as a result of the CITY LOAN. These may include job vacancies made available after internal promotions and terminations or openings created by an expansion of the EMPLOYER'S workforce all of which will be negotiated. Nothing in this agreement will release the EMPLOYER from his obligation to fill entry level positions with persons referred by the AGENCY except as stated below in items V (REFERRAL) and VI (HIRING).
- B. No later than seven (7) working days after approval of the loan to EMPLOYER, EMPLOYER will submit to the AGENCY, a First Source Prospect Notification. (Attachment A)
- C. At least eighteen (18) working days prior to the anticipated hiring dates, the EMPLOYER will notify the AGENCY of its needs for new employees in covered positions by completing a "Job Order Form" (Attachment E) for each job title. This form is to be completed in consultation with an Agency representative. Applicants who meet these quantifiable and objective minimum job qualifications will be deemed to be "qualified persons" for purposes of this agreement.
- D. The EMPLOYER will also notify the AGENCY of all position vacancies which are not "covered positions" as described in Sections IV A, B, and C, above as they occur. Notification should include qualifications, the rate of pay and the anticipated hiring dates. The EMPLOYER will also notify the AGENCY of the date by which the AGENCY must refer qualified applicants to the EMPLOYER for management, technical and professional vacancies.
- E. Job openings to be filled by internal promotion from within the EMPLOYER'S local workforce need not be referred to the AGENCY for referral and hiring. If, however, a job opening is created as a result of an internal promotion, the provisions of Section IV A above shall apply.

V. REFERRAL

- A. The AGENCY will refer eligible job applicants to the EMPLOYER in response to the notification of need for new employees described in Section IV above. It will be the responsibility of the AGENCY to refer only qualified applicants who meet the profile of the EMPLOYER as detailed in the Job Order Form. (Attachment B)

First Source Agreement
Page 3

- B. The AGENCY will screen applicants according to the qualifications agreed upon with the EMPLOYER.
- C. The AGENCY will notify EMPLOYER of all intended referrals no later than ten (10) working days prior to the anticipated hiring date, and will effect all referrals no later than five (5) working days prior to the anticipated hiring date. The AGENCY will make every reasonable effort to refer at least one qualified person for each job opening.
- D. In the event the AGENCY cannot refer the total number of qualified personnel requested, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will make a best effort to hire unemployed Chicago residents.
- E. In the event that the EMPLOYER does not hire referred personnel the EMPLOYER should, at a minimum, indicate in writing the reasons for not hiring.

VI. HIRING

- A. The EMPLOYER will make all decisions on hiring new employees. However, the EMPLOYER agrees to make a best effort to hire from referrals made.
- B. The AGENCY will tract job retention of employees hired under this agreement for 120 days following hiring. The EMPLOYER agrees to cooperate in the AGENCY'S follow-up efforts.
- C. The AGENCY is required to monitor EMPLOYER'S adherence to this agreement. EMPLOYER will cooperate in the AGENCY'S monitoring efforts and will submit Quarterly Hiring Summaries in accordance with Attachment "C".
- D. After the EMPLOYER has selected its employees, the AGENCY will not be responsible for the employees' actions and the EMPLOYER hereby releases the AGENCY of any liability for their actions.

VII. TRAINING

- A. The EMPLOYER will not discontinue job and workplace orientation due to this agreement.
- B. The AGENCY and the EMPLOYER may agree to develop additional on-the-job or customized training programs through the Job Training Partnership Act; the training specifications and costs for such training will be mutually agreed upon by the EMPLOYER and the AGENCY and will be covered in a separate training agreement.

First Source Agreement
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VIII. CONTROLLING REGULATIONS AND LAWS

- A. If this agreement conflicts with any labor laws or other government regulations, the laws or regulations shall prevail.
- B. The EMPLOYER will provide the AGENCY with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to the AGENCY.
- C. The EMPLOYER will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship, or political affiliation.

IX. INDEMNITY

The EMPLOYER will indemnify the AGENCY for and hold the AGENCY harmless from any claims or liabilities asserted against the AGENCY by applicants for employment or employees employed by the EMPLOYER or any other claims asserted with respect to this limitation, all nature of claims asserted against the AGENCY as well as the costs and attorneys fees incurred by the AGENCY in defending against any such claim. If, in the best judgement of the AGENCY and its legal counsel, any such claims should be settled for a reasonable sum, the EMPLOYER will also indemnify the AGENCY for the settlement amount and costs incurred by the AGENCY in effectuating the settlement.

Dated this _____ day of _____, 19____.

Name of Firm

Attest:

By:

Name

Secretary

Title

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First Source Agreement
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CITY OF CHICAGO

By: MAYOR'S OFFICE OF EMPLOYMENT & TRAINING

By: _____
Maria B. Cerda

Reviewed as to form and legality: ASSISTANT TO THE MAYOR
Title

Assistant Corporation Counsel

By: DEPARTMENT OF ECONOMIC DEVELOPMENT

Robert Mier

COMMISSIONER
Title

City of Chicago
Mayor's Office of Employment & Training

[illegible]

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Additional Comments: _____

Received: ____/____/____

By: _____

JOB ORDER FORM

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING

1. Employer _____ 2. Date _____
3. Job Title _____ 4. Number of Openings _____
5. Job Location _____
6. Contact Person _____ Phone _____
7. Supervisor _____ 8. Beginning date _____ Ending _____
9. Starting salary \$ _____ per _____ Salary after training \$ _____ per _____
10. Benefits: _____
11. Days to be worked _____ 12. Hours _____
13. Will union membership be required? Yes _____ No _____
If yes, which union and Local # _____
14. If this job involved on-the-job training to be subsidized by the City, how long will that training period be? _____ (attach specific training plan)
15. Specific Duties _____

16. NECESSARY QUALIFICATIONS:
Skill _____ (Level of experience or training required to enter program (include licenses and/or certificates necessary))

17. Is a valid Illinois Drivers' License required? Yes _____ No _____
18. Are your employees in this position expected to provide any necessary tools involved in the job (s)? Yes _____ No _____
If yes, please attach an itemized list (with prices) of tools required for each position
19. Education level needed to perform this job (If any) _____

(Over)

Is there a possibility for promotion from this job? Yes _____ No _____
 If yes, to what position(s)? _____

Environmental Conditions

a. Working Environment

Inside _____
 Outside _____

YES NO

b. Extreme Cold with
 or without temperature changes

c. Extreme heat with
 or without temperature changes

d. Wet and/or Humid

e. Vibration

f. Hazards

Mechanical

Electrical

Burns

Explosives

Radioactivity

Other

g. Atmospheric Conditions

Fumes

Dusts

Mists

Gases

Poor Ventilation

Other

h. Noise

Estimated maximum

no. of Decibels

23. Physical Demands

a. Strength - % time job will require

Standing _____

Walking _____

Sitting _____

Weight (no. lbs)

Lifting _____

Carrying _____

Pushing _____

Pulling _____

YES NO

b. Climbing

Balancing

Stooping

Kneeling

Crouching

Crawling

Reaching

Handling

Fingering

Feeling

Talking

Hearing

Ordinary Conversation

Other Sounds

Seeing

Acuity, Near

Acuity, Far

Depth Perception

Color Vision

Field of Vision

a. Could a person with limited English speaking skills perform this job?

Yes _____ No _____

b. Could a person with limited English reading/writing skills perform this job?

Yes _____ No _____

Is public transportation easily accessible? Yes _____ No _____

Does the job require shift work or other than traditional hours? Yes _____ No _____

(If yes, please clarify) _____

ATTACHMENT C

SAMPLE

QUARTERLY HIRING SUMMARY

FOR QUARTER ENDING : _____

COMPANY NAME _____

Listed below are the position(s) in your firm which are covered under the First Source Agreement with the City. Please list the total number of hires for this quarter and return this form to the Mayor's Office of Employment and Training within 30 days following the close of that quarter.

Position TitleTotal New Hires

I certify that the above information is true and accurate.

Authorized Signature_____
Title_____
Date

Please return this form to: Mayor's Office of Employment and Training
130 N. LaSalle 3th Floor
Chicago, Illinois 60601

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EXHIBIT E
TO LOAN AND SECURITY AGREEMENT

BORROWER shall complete its development plan within 12 months of the date of this agreement first set forth above.

(Continued from page 9624)

WHEREAS, Marquette Bolt and Rivet Co., Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$100,000 for purposes of requisition of assets, machinery and equipment, and working capital, which will result, among other things, in the creation of an estimated 15 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Department of Economic Development has recommended that the Economic Development Commission approve the application of Marquette Bolt and Rivet Co., 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 Marquette Bolt and Rivet Co., Inc. pursuant to which the City will loan \$100,000 to Marquette Bolt Co., Inc. to assist Marquette Bolt and Rivet Co., Inc. to expand its manufacturing of metal fasteners 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.

[Loan and Security Agreement printed on pages 9653
thru 9667 of this Journal.]

**PUBLIC HEARING AUTHORIZED FOR CREATION OF SPECIAL
SERVICE AREA NUMBER 6.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the creation of a Special Service Area Number 6 in the Albany Park-Mayfair Business Area located generally on W. Lawrence Avenue between N. Cicero and N. Kedzie Avenues.

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

(Continued on page 9668)

LOAN AND SECURITY AGREEMENT

Agreement made in Chicago, Illinois, as of the ____ day of _____, 19____, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal corporation ("City"), by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT ("DED"), having its offices at 20 North Clark Street Chicago, Illinois 60602, and Marquette Bolt & Rivet Company, Inc., an Illinois corporation, having its principal offices at 8201 South Wallace Avenue, Chicago, Illinois 60620.

RECITALS:

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

WHEREAS, the State of Illinois has made available to the City grant funds in the amount of \$650,000 to make low cost loans to start-up and expanding businesses, and known as the Illinois Fixed Rate Loan Fund Program; and

WHEREAS, Borrower desires to expand its existing manufacturing business located at 8201 South Wallace Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, Borrower has made application to DED to borrow \$100,000 under the Illinois Fixed Rate Loan Fund Program ("City Loan"); and

WHEREAS, in response to said application, the Economic Development Commission approved Borrower's application on August 23, 1984; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I.Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION II. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof. The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION III. Borrower's Covenants.

3.1. Borrower shall proceed diligently to carry out its development pursuant to Exhibit A.

3.2. Borrower shall use its best efforts to effect 15 new, permanent hirings to its work force within 12 months after final disbursement of the Loan proceeds, said hirings to be made pursuant to the First Source Agreement to be executed between the City and Borrower as a condition precedent to initial disbursement of any Loan proceeds, a copy of which is attached hereto and made a part hereof as Exhibit D.

3.3. Borrower shall provide evidence of private financing as set forth in Exhibit D attached hereto and made a part hereof.

3.4. The time frame for the beginning and completion of the Borrowers's development plans shall be as specified in Exhibit E attached hereto and made a part hereof.

SECTION IV. Inspection and Review.

4.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

4.2. Site Visits. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Borrower's business facility.

4.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section IV shall continue until the completion of all close-out procedures respecting the City Loan and until the final settlement and conclusion of all issues arising thereunder.

SECTION V. Amendment of this Agreement.

During the term of this Agreement, it shall not be amended without the prior written approval of DED.

SECTION VI. Disclaimer of Relationship.

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

SECTION VII Time of the Essence.

Time is of the essence of this Agreement.

SECTION VIII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business.

SECTION IX. No Waiver of Default.

Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit such rights in any way, nor shall any waiver in fact made by the City with respect to any specific default by Borrower under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other defaults by Borrower under this Agreement, or with respect to the particular default, except to the extent specifically waived in writing.

SECTION X. Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XI. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Borrower, their successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XII. Equal Employment Opportunity

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

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

12.2. Borrower will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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

SECTION XIII. Additional Provisions.

13.1. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:	City of Chicago, Illinois
	City Hall - Room 511
	121 North LaSalle Street
	Chicago, Illinois 60602
	Attention: Corporation Counsel

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If to Borrower: Marquette Bolt & Rivet Company, Inc.
8201 South Wallace Avenue
Chicago, Illinois 60620
Attention: Mr. H. Edward Morris

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

13.2. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

13.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

Marquette Bolt & Rivet Company, Inc.

By: _____
Its _____

Attest:

Secretary

EXHIBIT A

TO LOAN AND SECURITY AGREEMENT

1. The City shall lend Borrower \$100,000 which loan shall constitute no more than 16% of the total cost of its development plans.

2. Borrower agrees to do the following:

- (a) Borrower shall expand its business for a total of \$650,000.
- (b) Borrower shall borrow from Beverly Bank at least \$500,000, which loan shall be guaranteed by the United States Small Business Administration.

EXHIBIT B

TO LOAN AND SECURITY AGREEMENT

The terms and conditions of the City Loan are as follows:

1. The Term of the City Loan shall be 7 years.
2. The principal amount of the City Loan shall be \$100,000.
3. Interest at the rate of 3 per annum shall be charges on the principal City Loan amount.
4. No disbursement of City Loan proceeds shall be made unless and until Borrower shall have:
 - (a) Granted the City an interest in such of its assets as the City shall require as security for repayment of the Loan. City shall subordinate its security interest, at Borrower's request, to security interests of other lenders, their assigns and/or guarantors in an amount not to exceed \$500,000.
 - (b) Unless and until Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured lender.
 - (c) Executed a First Source Agreement for hiring with the City as set forth in Exhibit D.
5. Repayment shall be in 84 equal installments of principal and interest, commencing on the 1st day of the 1st month following final disbursement City Loan proceeds, and on the 1st day of each month thereafter until the City Loan is paid in full.
6. As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:
 - (a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Loan and Security Agreement, it shall accrue credit for interest paid from initial disbursement date of the City Loan through the end of the calendar year in which the aforesaid employment level is met.
 - (b) For each calendar year up to 6 years after achieving its employment levels. Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

- (c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 9 equal amounts and deducting said amounts from each of the final 9 payments of the City Loan term as due and owing.
 - (d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Exhibit B, any accrued shall be a set off of the City Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the City Loan is prepaid.
 - (e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.
- 7 The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:
- (a) Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds;
 - (b) Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively;
 - (c) Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear
 - (d) Borrower if appropriate shall have furnished to City, duly executed Certificates of Inspection and Acceptance, certifying that the equipment described in the Loan and Security Agreement has been installed, inspected, and is in place and in good working condition;
 - (e) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors, Sworn statements of work completed to date;

- (f) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;
- (g) Personal Guarantee
- (h) Consent of Senior Lender to City's Loan, and security interest

EXHIBIT C

TO LOAN AND SECURITY AGREEMENT

As security for the City Loan to be made pursuant to this Agreement, Borrower agrees as follows:

1. Grant of Security Interest in Personality. Borrower hereby grants to City a security interest in:
- (a) All machinery, furnishings and equipment now owned or hereafter acquired; and
 - (b) All accounts, accounts receivable, notes, chattel paper, or writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by Borrower and all goods hereafter sold by Borrower and thereafter returned, reclaimed or possessed; and
 - (c) All inventory used or consumed in Borrower's business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and
 - (d) Proceeds, including insurance proceeds, of any and all of the foregoing (hereinafter collectively "Collateral").

City's aforesaid security interest is subordinate to the security interest in favor of Beverly Bank (the "Senior Lender").

2. Warranties and Covenants of Borrower. Borrower hereby warrants and covenants that:

- (a) The Collateral is used primarily for business use;
- (b) Borrower's chief place of business is in the State of Illinois;
- (c) The Collateral will be kept at 8201 South Wallace Avenue, Chicago, Illinois;
- (d) Borrower will promptly notify City of any change in the location of the Collateral within said State;
- (e) Borrower will not remove the Collateral from said State without the prior written consent of City except Collateral sold in the ordinary course of Borrower's business;

- (f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, Borrower is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;
- (g) Except with respect to the Senior Lender, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Borrower shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at anytime or from time to time, reasonably maintain a perfected security interest in the Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and Borrower will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;
- (h) Borrower will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of City;
- (i) Borrower shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as City may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as City may approve, losses in all cases to be payable to City and Borrower as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to City. Borrower shall furnish City with certificates of such insurance or other evidence satisfactory to City as to compliance with the provisions of this subparagraph. City may act as attorney for Borrower in making, adjusting and settling claims under and canceling such insurance and endorsing

Borrower's name on any drafts drawn by insurers of the Collateral;

- (j) Borrower will keep the Collateral free from any adverse lien, security interest or encumbrance, other than that of the Senior Lender, and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. City may examine and inspect the Collateral at any reasonable time or times, wherever located;
- (k) Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligations.

3. Additional Rights of Parties. At its option, City may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the Borrower after having been requested to do so, to provide insurance satisfactory to the City, and may pay for the maintenance, repair and preservation of the Collateral. To the extent permitted by applicable law, Borrower agrees to reimburse City on demand for any payment made, or any expense incurred by City pursuant to the foregoing authorization. Until default, Borrower may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

4. Events of Default. Borrower shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the obligations or of any covenants or liabilities contained or referred to herein, or in any of the obligations; (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor of surety for Borrower, default to the Senior Lender.

5. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may

declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Collateral unusable and dispose of the Collateral on the Borrower's premises. City may require Borrower to assemble the Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of the City hereunder are cumulative and the exercise of anyone or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's obligations remain unsatisfied.

6. General.

- (a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder

shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective when it is signed by Borrower.

- (b) All rights of City to and under this Agreement and in and to the Collateral shall pass to any successor or assignee thereof, and may be exercised by any such person. Borrower agrees that if City gives notice to Borrower of an assignment of said rights, upon such notice, the liability of Borrower to the assignee shall be immediate and absolute. Borrower will not setup any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Borrower shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

- (c) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois.

7. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of Borrower's business.

8. Guarantee. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Edward Morris.

9/25/84

REPORTS OF COMMITTEES

9667

EXHIBIT **D**
TO LOAN AND SECURITY AGREEMENT

Borrower shall complete its development plan within 12 months of the date of this agreement first set forth above.

(Continued from page 9652)

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to Article VII, Section 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., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council finds that it is in the public interest that consideration be given to creation of a Special Service Area No. 6 in the Albany Park-Mayfair Business Area, hereinafter described, for the purposes set forth herein; that said area is compact and constitutes the principal commercial district for the surrounding neighborhood; that local economic 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 will benefit specially from the services to be provided; and that the proposed services are unique and in addition to municipal services provided by and to the City of Chicago as a whole, and it is, therefore, in the best interests of the City of Chicago that the levy of special taxes 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. A public hearing shall be held by the Committee on Finance on the 24th day of October, 1984 in a public meeting place within the boundaries of the Special Service Area to be announced, to consider the creation of Special Service Area No. 6 of the City of Chicago, in the territory described in the notice set forth in Section 3 hereof. At the hearing there will be considered the levy of an annual tax upon the property in the Special Service Area sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of six-tenths of one percent of the equalized assessed value of the property within the Special Service Area. Said 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. Said special services will be administered by the Albany Park-Mayfair Special Service Area Commission, as described in Section 2 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation, maintenance and beautification activities, coordinated promotional and advertising activities, and other technical assistance activities to promote economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 2. There is to be established an Albany Park-Mayfair Special Service Area Commission consisting of nine members. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed except that of the nine initial Commission members, three members shall be appointed to serve for two years and three members shall be appointed to serve for one year. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members, from lists of nominees submitted by the Lawrence Avenue 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 Lawrence Avenue Development Corporation. Each appointed successor shall serve for the duration of Special Service Area No. 6. In the event of a vacancy of the Commission due to the resignation, death, or inability to serve for 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 Lawrence Avenue Development Corporation. Each successor so appointed shall serve for the remaining term for which they were appointed.

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

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area, and the expenditure of budgeted funds. The Commission shall have the power to borrow funds secured by the full faith and credit of the Special Service Area to be repaid from tax revenues from the Special Service 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 Special Service Area as are necessary to effectuate its purposes.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name(s) the general taxes for the preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the date set for the public hearing. In the event that taxes for the preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

NOTICE OF HEARING.

CITY OF CHICAGO SPECIAL SERVICE AREA NO. 6.

Notice is hereby given that on the 24th day of October, 1984 at 7:30 P.M. in a public meeting place to be announced within the boundaries of the Special Service Area, a hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider forming a Special Service Area No. 6 consisting of properties within a line extending:

See Exhibit "A" attached hereto

The purpose of the formation of a City of Chicago Special Service Area in general, is to provide special local development services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities, and other forms of technical assistance activities to promote local economic development.

At the hearing, there will be considered a special tax to be levied against the property included in the Special Service Area for the provision of said special services, not to exceed the sum of six-tenths of one percent of the equalized assessed value of property within the Special Service Area. The taxes 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.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

From a starting point on a straight line extending east from the first alley north of Lawrence Avenue and west of Sacramento to the westernmost edge of the Chicago River; thereafter running west along the same alley line to the center line of Kimball Avenue, thereafter running north on the same line to the center line of Ainslie Avenue; thereafter running west on same line to the center line of Bernard; thereafter running south on same line to a point of intersection with a straight line extended east from the first alley line north of Lawrence Avenue and west of Bernard; thereafter running west along same line to the first alley line east of Pulaski; thereafter running north to the center line of Foster Avenue; thereafter running west along same center line to a point of intersection with a straight line extended north from the first alley line west of Pulaski; thereafter south on same line to the first alley line north of Lawrence Avenue; thereafter running west on same line to the center line of Kenneth Avenue and running north along the same line to a point of intersection with a straight line extending to the center line of Gunnison; thereafter running west-southwest along the center line of Gunnison to a point of intersection with a straight line extended northwest from the first alley line northeast of Elston Avenue; thereafter running

northwesterly on same alley line to the center of Kimberly Avenue; thereafter running northeasterly along the center line of Kimberly to a point of intersection with a straight line extended east from the line bordering tax parcel 13-10-302-018 on the north; thereafter running west on same line to a point of intersection with the center of Winnemac Avenue; thereafter southwesterly along the center line of Winnemac to the center line of Elston Avenue; thereafter running southeasterly along Elston Avenue to a point of intersection with a straight line extended southwest from the northwestern border of tax parcel 13-10-308-013; thereafter extended southwest along the same line to a point of intersection with the first alley line immediately southwest of Elston Avenue and west of Kruger; thereafter running southeasterly along same alley to the first alley line immediately north of Lawrence; thereafter running generally westerly along the first alley north of Lawrence Avenue to the first alley west of Kilpatrick; thereafter running southwesterly on same alley to a point of intersection with the southeastern-most point of tax parcel 13-10-309-048, then northwesterly along the line bordering the southwesternmost line of tax parcel 13-10-309-048, then northwesterly along the western-most line of tax parcel 13-10-309-091 to a point of intersection with the eastern-most line of the right-of-way of the Edens Expressway; thereafter south on same line to a point of intersection with a straight line extended west from the first alley line south of Lawrence Avenue and west of Knox; thereafter running east along same alley to the center line of Kenneth Avenue; thereafter running south along same line to the center line of Leland Avenue; thereafter running east along same line to the center line of Elston Avenue; thereafter running northwesterly along same line to the center line of Kostner Avenue; thereafter running to a point of intersection with a straight line extended west from the first alley south of Lawrence and east of Lowell; thereafter running east on same alley line to the first alley line west of Pulaski; thereafter running south on same alley line to the center line of Montrose; thereafter running east on same line to a point of intersection with a straight line extended south along the first alley line east of Pulaski; thereafter running north along same alley line to the first alley line south of Lawrence Avenue; thereafter running east along same alley to the first alley line immediately west of Kimball Avenue; thereafter running south along same alley to the center line of Leland; thereafter running east along the center line of Leland to the center line of Kimball Avenue; thereafter north along same center line to a point of intersection with a straight line extended west from a line bordering the southern-most border of tax parcel 13-14-204-047, then running east along same line to the eastern-most border of same parcel; thereafter running south along same line to a point of intersection with the southern-most line of tax parcel 13-14-204-045; thereafter east along said line to the first alley line immediately south of Lawrence Avenue and east of Spaulding Avenue; thereafter running east along same alley line to the first alley immediately west of Kedzie Avenue; thereafter south along same line to the center line of Montrose; thereafter east on said line to a point of intersection with a straight line extended south from the first alley immediately east of Kedzie and north of Montrose; thereafter north on same line to the first alley line immediately south of Lawrence Avenue; thereafter east along same line to the western-most edge of the North Branch of the Chicago River; thereafter northwest along the river to the point of origin.

Excepting from tax all railroad right-of-ways and all properties whose addresses are listed below (noting that some of the below addresses may include more than one tax parcel number, and therefore represent multiple tax parcels, due to non-consolidation):

4516 N. Kedzie
4801 N. Ridgeway
4114 W. Lawrence
4757 N. Keeler

4610 N. Pulaski
4606 N. Pulaski
4986 N. Elston
4901 N. Kilpatrick

4645 W. Lawrence	4867 N. Elston
4252 W. Lawrence	4721 N. Pulaski
4258 W. Lawrence	4717 N. Pulaski
4754 N. Kildare	4519 N. Pulaski
4305 W. Lawrence	4515 N. Pulaski
4521 W. Lawrence	4511 N. Pulaski
4748 N. Kilbourn	4001 W. Ainslie
4523 W. Lawrence	4911 N. Pulaski
4525 W. Lawrence	4915 N. Pulaski
4604 W. Lawrence	4923 N. Pulaski
4610 W. Lawrence	4927 N. Pulaski
4704 N. Pulaski	4922 N. Pulaski
4706 N. Pulaski	4933 N. Pulaski
4640 N. Pulaski	4935 N. Pulaski
4624 N. Pulaski	4939 N. Pulaski
4570 N. Pulaski	4934 N. Pulaski
4459 N. Pulaski	4940 N. Pulaski
4557 N. Pulaski	4947 N. Pulaski
4561 N. Pulaski	4748 N. Kilbourn
4011 W. Argyle	4845 N. Bernard
4007 W. Argyle	4847 N. Bernard
4003 W. Argyle	4851 N. Bernard
4001 W. Argyle	4857 N. Bernard
4725 N. Kenneth	4855 N. Bernard
4723 N. Kenneth	4859 N. Bernard
4721 N. Kenneth	3401 W. Ainslie
4717 N. Kenneth	4846 N. Kimball
4715 N. Kenneth	4848 N. Kimball
4428 W. Leland	4840 N. Kimball
4426 W. Leland	4834 N. Kimball
4422 W. Leland	4830 N. Kimball
4418 W. Leland	4818 N. Kimball
4416 W. Leland	
4414 W. Leland	
4410 W. Leland	
4406 W. Leland	
4404 W. Leland	
4402 W. Leland	
4841 N. Bernard	

All interested persons affected by the formation of City of Chicago Special Service Area including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the

Special Service Area No. _____ and may object to the formation of the area, and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issues embodied in this notice. The hearing may be adjourned by the Committee on Finance to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition objecting to the creation of the Special Service Area, or the levy or imposition of the annual tax, signed by at least 51% of the electors (defined as registered voters as of the date of the final adjournment of the public hearing as determined by the Cook County Board of Election Binders) residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area, is filed with the City Clerk, within 60 days following the final adjournment of the public hearing, no such area may be created and no such tax may be levied or imposed.

SECTION 4. The Special Service Area will be established and annual taxes will be levied to provide for said special services only for a period of three (3) tax years commencing with the first January following the passage of the ordinance creating Special Service Area No. 6.

SECTION 5. This ordinance shall become effective immediately upon the passage thereof.

[Map printed on page 9674 of this Journal.]

**AUTHORITY GRANTED FOR ISSUANCE OF FREE
PERMITS AND REFUND OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (July 9, September 6 and 18, 1984), sundry proposed ordinances and orders transmitted therewith to authorize issuance of free permits and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

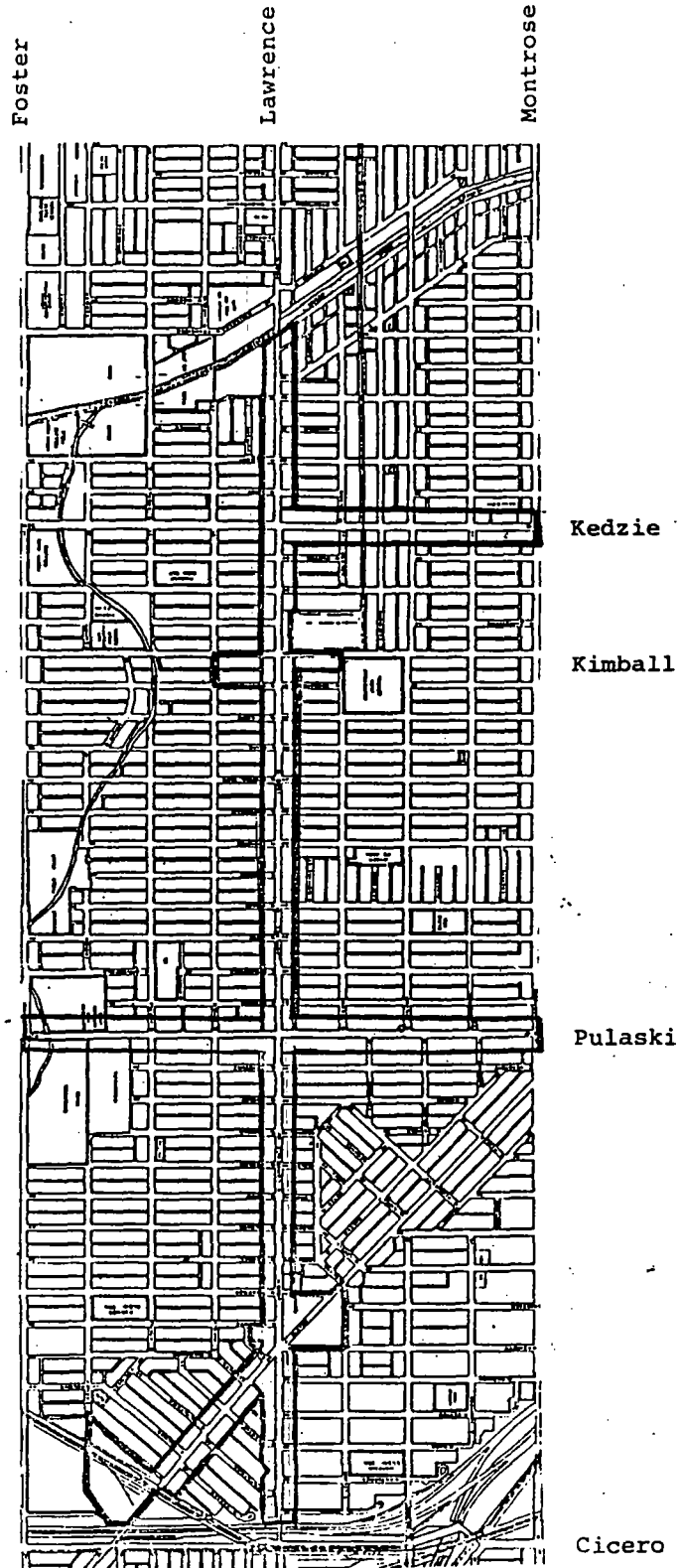
On separate motions made by Alderman Burke, *each* of the said proposed ordinances and orders was *Passed* by yeas and nays as follows:

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

Nays -- None.

(Continued on page 9675)

ALBANY PARK-MAYFAIR SPECIAL SERVICE AREA (NO. 6)



(Continued from page 9673)

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.

Alliance Francaise.

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 Alliance Francaise (Illinois not-for-profit corporation), 218 E. Ontario Street for construction on the premises known as 810 N. Dearborn Street.

Said building shall be used exclusively for said purpose 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.

*The Catholic Bishop of Chicago - St. Thomas
Acquinas School.*

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 Catholic Bishop of Chicago - St. Thomas Aquinas School for electrical installations on the premises known as 116 N. Leclaire Avenue.

Said building shall be used exclusively for educational 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.

Grant 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 Grant Hospital, 550 W. Webster Avenue for electrical work (Allison Electric - 3724 N. Lawndale Avenue) on the premises known as 550 W. Webster Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Howard Area Early Childhood 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 Howard Area Early Childhood Center for remodeling on the premises known as 7638-7642 N. Paulina Street.

Said building shall be used exclusively for child care center 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.

Northwestern Memorial Hospital/Passavant Pavilion.

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 Northwestern Memorial Hospital/Passavant Pavilion for remodeling the tenth floor on the premises known as 333 E. Superior Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

St. Elizabeth's Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Elizabeth's Hospital, 1431 N. Claremont Avenue, for construction of a canopy over the sidewalk at main entrance and renovation of lobby on the premises known as 1431 N. Claremont Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

St. Francis Medical 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 Saint Francis Medical Center/Howard Area Community Center for remodeling on the premises known as 7644-7648 N. Paulina Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Seventh Day Adventist 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 7th Day Adventist Church, 3808 W. Polk Street for electrical work by Racine Electric, Incorporated, 8036 S. Racine Avenue, Chicago, on the premises known as 3808 W. Polk 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.

Union Hill 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 Union Hill Baptist Church for electrical installations on the premises known as 600 S. Tripp 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.

REFUND OF FEES.

Austin Y.M.C.A.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$85.00 to the Austin Y.M.C.A. of the Y.M.C.A. of Metropolitan Chicago Day Care Center, 501 N. Central Avenue, representing payment of license fee for the 1984-1985 year.

Fourth Presbyterian Church Day Care Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$75.00 to the Fourth Presbyterian Church Day Care Center, 126 E. Chestnut Street, representing payment of license fee for the year 1983-84.

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 9 and September 18, 1984), sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
St. Mary's Square Living Center of Chicago (sundry locations)	F4-418225 (Mech. Vent.)	\$15.00
	P1-402094 (Blr. and Fuel Burn.)	95.00
	R1-417001 (Drwy.)	25.00
University of Chicago 5801 S. Ellis Avenue	B4-400486 (Inst.)	402.50
Vivekanda Vedanta Society 5419 S. Hyde Park Boulevard	B1-317390 (Bldg.)	46.00

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY/ STREET LIGHT AT SUNDRY LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the "reinstallation of an alley light" at the rear of 12649 S. Yale Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a "street light" in front of 7757 S. Greenwood Avenue, for the benefit of the Solid Rock Temple Baptist Church parishioners.

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

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

Nays -- None.

AUTHORITY GRANTED FOR REDUCTIONS IN ANNUAL
LICENSE FEES FOR SPECIAL POLICEMEN EMPLOYED
BY CERTAIN NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance to which had been referred (September 18, 1984), sundry proposed ordinances transmitted therewith to authorize issuance of reductions in the annual license fee for special policemen employed by not-for-profit institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

Nays -- None.

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

Provident Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 25 special police and shall pay a fee of \$10.00 per license for the year 1984:

Provident Medical Center
500 E. 51st Street.

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

Norwegian American Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 15 special police and shall pay a fee of \$10.00 per license for the year 1984:

Norwegian American Hospital
1044 N. Francisco Avenue.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 25 special police and shall pay a fee of \$10.00 per license for the year 1984:

South Chicago Community Hospital
2320 East 93rd Street
Chicago, Illinois 60617
978-2000

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

*Do Not Pass -- EXEMPTION FROM PAYMENT OF ANNUAL LICENSE
FEE FOR CERTAIN INSTITUTION.*

The Committee on Finance submitted the following report:

CHICAGO, September 25, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred one (1) order authorizing exemption

from payment of annual license fees, which institution has been disapproved by City departments having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

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

The following is said proposed ordinance as failed to pass:

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, 1985:

St. Paul Day Care Nursery
6948 S. Union Avenue.

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

*Action Deferred -- ON TRANSFER OF FUNDS IN
DEPARTMENT OF FINANCE -- GENERAL.*

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

CHICAGO, September 25, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing a transfer of funds in the Department of Finance -- General:

FROM:		
Account	Number	Amount
Interest on Tax Anticipation Notes	100-9112-959	\$54,000
TO		
Account	Number	Amount
For the Payment of Legal Fees Pursuant to Sec. 25-13.1 of the Municipal Code. To be expended at the direction of the Committee on Finance	100-9112-821	\$54,000

having had the same under advisement, begs leave to report and recommend that Your Honorable body *Pass* the proposed ordinance transmitted herewith.

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

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

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:		
Account	Number	Amount
Interest on Tax Anticipation Notes	100-9112-959	\$54,000
TO:		
Account	Number	Amount
For the Payment of Legal Fees Pursuant to Sec. 25-13.1 of the Municipal Code. To be	100-9112-821	\$54,000 .

TO:

Account

Number

Amount

expended at the direction
of the Committee on
Finance.

SECTION 2. That the sole purpose of this transfer of funds is for payment of legal fees pursuant to Chapter 24-13.1 of the Municipal Code of the City of Chicago.

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

Referred -- EXECUTION OF FOOD SERVICES CONCESSION
CONTRACT FOR PROVISION OF CAFETERIA AND FOOD
SERVICE AT KRAFT BUILDING.

The Committee on Finance submitted a report recommending that the City Council refer a proposed ordinance authorizing execution of Food Services Concession contract with Chicago Scene, Inc., for the provision of cafeteria and vending machine food service at the Kraft Building.

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

Re-referred -- EXEMPTION FROM PAYMENT OF
ANNUAL LICENSE FEES.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances for exemptions from payment of annual license fees.

On motion of Alderman Burke, said proposed ordinances were *Re-referred to the Committee on Finance*.

Placed on File -- COMMUNICATION FROM MUNICIPAL
EMPLOYEES' ANNUITY AND BENEFIT FUND
CERTIFYING AMOUNT OF TAXES TO
BE LEVIED FOR 1985.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Municipal Employees' Annuity and Benefit Fund of Chicago certifying the amount of taxes required to be levied for 1985.

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

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION OF PROPERTY NECESSARY FOR EXPANSION OF CHICAGO MIDWAY AIRPORT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. It is hereby determined and declared that is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation, the following described property adjacent to Chicago Midway Airport required for the expansion of airport parking, including the connection to the proposed Southwest Transit Midway Terminal. Payment for the property is to be made under Fund No. 623-8653-144.

Parcel 1.

A tract of land in the West half of the Northwest quarter of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing on the West line of South Knox Avenue as dedicated per document 17868180 at the point of intersection with a line 290.0 feet measured perpendicularly South of and parallel with the North line of Blocks 7 and 8 and their extensions in Frederick H. Bartlett's First Addition to City Addition, being a Subdivision of part of the West half of the Northwest quarter of Section 15; thence West along said parallel line 303.874 feet; thence South at right angles 100.00 feet to the place of beginning of the following described parcel of land; thence continuing South along said line 93.892 feet; thence West 479.866 feet to a point on the West line of Block 5 in Frederick H. Bartlett's City Addition in the West half of the Northwest quarter of Section 15; thence South along the West line of said Block 5 to the Southwest corner of Lot 20 in said Block 5; thence East along the South line of Lots 20 and 21 in said Block 5 and their extensions to the Southwest corner of Lot 20 in Block 7 in Frederick H. Bartlett's First Addition to City Addition; thence South along the Southerly extension of the West line of said Lot 20 to the Northwest corner of Lot 1 in Block 10 in Frederick H. Bartlett's First Addition to City Addition; thence continuing South along the west line of said Block 10 to the North line of the south 16 feet of Lot 10 in said Block 10; thence East along the North Line of said south 16 feet and its extension east to a point on the west line of Lot 26 in said Block 10; thence South along the West line of Lots 26, 25, and 24 in said Block 10 to the southwest corner of Lot 24; thence East along the south line of Lot 24 produced East to its intersection with the westerly line of South Knox Avenue as dedicated per document 17868180; thence Northerly along said westerly line of South Knox Avenue to a point of intersection with a line 390.0 feet measured perpendicularly South of and parallel with the North line of Block 7 and 8 and their extensions in aforesaid Frederick H. Bartlett's First City Addition; thence West 303.765 feet to the herein designated place of beginning, also Lots 1 to 11 both inclusive and Lots 29 to 40 both inclusive in Block 4 in aforesaid Frederick H. Bartlett's City Addition, all in Cook County, Illinois.

Commonly known as 5649-5731 S. Cicero Avenue.

Parcel 2.

Lots 12 to 28 both inclusive in Block 4 in Frederick H. Bartlett's City Addition, being a Subdivision of the North three quarters of the West half of the West half of the Northwest quarter of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian and Lots 13 and 17 both inclusive and Lots 22 and 23 in Block 10 in Frederick H. Bartlett's First Addition to City Addition, subdivision of part of the west half of the Northwest quarter of aforesaid Section 15, all in Cook County, Illinois.

Commonly known as 5735-5759 S. Keating Avenue.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPROVAL GIVEN TO STIPULATED SETTLEMENT CONCERNING
ACQUISITION OF SOUTHWEST CORNER OF SOUTH
VINCENNES AVENUE AND WEST 115TH STREET
NECESSARY FOR RESURFACING AND
INTERSECTIONAL CHANNELIZATION
IMPROVEMENT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the recommendations of the Commissioner of Public Works contained in his communication of August 21, 1984, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of Vincennes Avenue Resurfacing and Intersectional Channelization Improvement, 87th Street to 115th Street as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 302-1385-356.

Parcel	Address	Amount
3	Southwest corner of S. Vincennes Avenue and W. 115th Street	\$600.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPROVAL GIVEN TO STIPULATED SETTLEMENT CONCERNING
ACQUISITION OF NORTHEAST CORNER OF SOUTH
VINCENNES AVENUE AND WEST 119TH STREET
NECESSARY FOR RESURFACING AND
INTERSECTIONAL CHANNELIZATION
IMPROVEMENT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the recommendations of the Commissioner of Public Works contained in his communication of August 21, 1984, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of Vincennes Avenue Resurfacing and Intersectional Channelization Improvement, 87th Street to 119th Street as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 302-1385-355.

Parcel	Address	Amount
2	Northeast corner of S. Vincennes Avenue and W. 119th Street	\$750.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AUTHORITY GRANTED TO CLOSE TO TRAFFIC PORTION OF SPECIFIED PUBLIC WAY.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on April 25, 1984):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the close to vehicular traffic at the following locations:

Public Way	Area
North-south alley	From W. Belmont Avenue to a point west of N. Sheffield 110 feet south thereof (construction Avenue purposes).

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

PARKING LIMITATIONS ESTABLISHED AND AMENDED
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking limitations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

Parking Limitations Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits and Time
S. Archer Avenue (ss)	S. Linder Avenue to S. Lotus Avenue -- 1 hour -- At All Times;
S. Brandon Avenue (es)	From a point 150 feet north of E. 135th Street to a point 75 feet north thereof -- 1 hour -- 8 A.M. to 6 P.M. -- Monday thru Friday;
W. Medill Avenue (ns)	From N. Milwaukee Avenue to the first alley west thereof -- 2 hours -- 8 A.M. to 2 A.M. -- Monday thru Saturday;
N. Mont Clare Avenue (bs)	From W. Higgins Avenue to the first alley north thereof -- 2 hours -- 8 A.M. to 6 P.M. -- Monday thru Friday;
W. Touhy Avenue (ss)	From N. Moody Avenue to N. Melvina Avenue -- 2 hours -- Monday thru Friday.

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

Parking Limitations Amended.

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

SECTION 1. That an ordinance passed by the City Council on May 4, 1977, page 5251, of the Journal of the Proceedings of the said date, limiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended as it relates to the following:

"W. 44th Street (ns)	Between S. Kedzie Avenue and S. Troy Street -- 1 hour -- 8 A.M. to 4 P.M.";
----------------------	---

and inserting in lieu thereof:

W. 44th Street (ns)	Between S. Kedzie Avenue and the first alley east thereof -- 1 hour -- 8 A.M. to 4 P.M. -- Monday thru Friday.
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SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

LOADING ZONES ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee):

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance and Hour
W. Armitage Avenue (ss)	From a point 85 feet west of N. Whipple Street to a point 25 feet west thereof -- 9 A.M. to 7 P.M. -- Monday thru Saturday;
W. Belden Avenue (ss)	At 2827 -- 25 feet -- 9 A.M. to 6 P.M. -- Monday thru Saturday;
N. Kimball Avenue (ws)	From a point 20 feet north of W. Carmen Avenue to a point 25 feet north thereof (5101 N. Kimball Avenue) -- Handicapped Loading Zone;
W. Nelson Street (ss)	From a point 145 feet west of N. Paulina Street to a point 8 feet west thereof (1717 W. Nelson Street) -- Handicapped Loading Zone;
W. North Avenue (ss)	From a point 84 feet east of N. Cleveland Avenue to a point 46 feet east thereof -- 7 A.M. to 7 P.M. -- No exceptions;
W. North Avenue	From a point 87 feet west of N. Cicero Avenue to a point 49 feet west thereof -- 8 A.M. to 5 P.M. -- Monday thru Friday;
W. North Avenue (ns)	From a point 83 feet east of Long Avenue to a point 135 feet east thereof;
S. Wabash Avenue (es)	From a point 20 feet north of E. 8th Street to a point 139 feet north thereof;
E. 8th Street (ns)	To a point 30 feet east of S. Wabash Avenue to a point 60 feet east thereof;
W. 37th Street	Alongside 3700 S. Paulina Street -- 7 A.M. to 12 A.M. -- No Exceptions.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

PARKING METER AREAS ESTABLISHED ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on May 9 and May 30, 1984):

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish parking meter areas as follows:

Street	Limits
Foster-Kedzie	West to N. Bernard Street -- Extension to meter area 515-FKK -- 1-hour for each dime -- 2-hour limit -- Monday thru Saturday -- 8 A.M. to 9 P.M.;
N. Halsted Street 3700-3800 blocks (es)	Extension to meter area 447-SHR -- N. Halsted Street (es) between Waveland Avenue and Broadway -- 2- hour meters - - 8 A.M. to 9 P.M. -- Monday thru Saturday -- 1-hour for each dime -- 2-hour limit;
W. School Street (bs)	From N. Central Avenue to the first alley west thereof -- Extension to parking meter area 321-CEB -- 1- hour for each dime -- 2-hour limit -- Monday thru Saturday -- 9 A.M. to 6 P.M.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

PARALLEL PARKING ESTABLISHED ON PORTION OF
MINNEHAHA AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on June 20, 1984):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to install "Parallel Parking" signs at the following locations:

Street	Limit
Minnehaha Avenue	From W. Devon Avenue to the first alley south thereof.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

**REGULATIONS PRESCRIBED AND AMENDED IN
REFERENCE TO PARKING OF VEHICLES
ON SUNDRY STREETS.**

The Committee on Traffic Control and Safety submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass said ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
S. Avalon Avenue (es)	From a point 235 feet south of E. 80th Street, to a point 25 feet south thereof (8025 S. Avalon Avenue) Handicapped Parking Permit 807;
W. Ainslie Street (ns)	From a point 60 feet west of N. Lavergne Avenue to a point 25 feet west thereof (5008 W. Ainslie Street) Handicapped Parking Permit 805;

Public Way	Area
N. Artesian Avenue (ws)	From a point 220 feet south of Hollywood Avenue to a point 25 feet south thereof (5636 N. Artesian Avenue) Handicapped Parking Permit 787;
N. Avers Avenue (ws)	From a point 250 feet north of W. Augusta Boulevard to a point 25 feet north thereof (1024 N. Avers Avenue) Handicapped Parking Permit 791;
E. Balbo Street (ss)	From a point 59 feet east of S. Wabash Avenue to a point 273 feet east thereof;
W. Bryn Mawr Avenue (ss)	From a point 40 feet west of N. Maplewood Avenue property line to a point 40 feet west thereof;
N. Campbell Avenue (ws)	From W. Belmont Avenue to a point 35 feet north thereof;
S. Constance Avenue (bs)	From E. 67th Street to a point 50 feet south thereof;
W. Cullerton Street	1944 (at either side of driveway);
W. Division Street (ns)	From N. Ashland Avenue to the first alley west thereof;
W. Devon Avenue (ss)	From N. Pulaski Road to N. Kedvale Avenue;
S. Ellis Avenue	(Along the curve) between E. 26th Street and E. 28th Street;
N. Franklin Street (ws)	From a point 30 feet north of W. Locust Street to a point 95 feet north thereof;
S. Harper Avenue (es)	From a point 150 feet north of E. 52nd Street to a point 80 feet north thereof;
S. Harvard Avenue (es)	From a point 160 feet south of W. 74th Street to a point 25 feet south thereof (7419 S. Harvard Avenue) Handicapped Parking Permit 786;
W. Henderson Street (ss)	From a point 330 feet west of N. Laverne Avenue to a point 25 feet west thereof

Public Way	Area
	(5035 W. Henderson Street) Handicapped Parking Permit 794;
W. Jarvis Avenue (ns)	From N. Oakley Avenue to N. Bell Avenue;
W. Jarvis Avenue (ns)	From N. Western Avenue to the first alley east thereof;
S. Karlov Avenue (es)	From a point 170 feet south of W. 69th Street to a point 25 feet south thereof (6919 S. Karlov Avenue) Handicapped Parking Permit 806;
S. Kilpatrick Avenue (bs)	S. Archer Avenue to the first alley south thereof;
S. Laflin Street (es)	From a point 243 feet north of W. 122nd Street to a point 25 feet north thereof (12135 S. Laflin Street) Handicapped Parking Permit 788;
N. Lawndale Avenue (es)	From a point 60 feet north of W. Cullom Avenue to a point 25 feet north thereof (4307 N. Lawndale Avenue) Handicapped Parking Permit 820;
W. Lawrence Avenue (bs)	From a point 120 feet east of N. California Avenue to a point 170 feet west of N. California Avenue;
N. Lincoln Avenue (es)	5931 to 5935;
N. Linder Avenue (es)	From a point 198 feet south of W. Wrightwood Avenue to a point 25 feet south thereof (2359 N. Linder Avenue) Handicapped Parking Permit 809;
N. Lorel Avenue (es)	From a point 120 feet south of W. Fullerton Avenue to a point 25 feet south thereof (2345 N. Lorel Avenue) Handicapped Parking Permit 796;
S. Lowe Avenue (es)	From a point 120 feet south of W. 35th Street to a point 23 feet south thereof (3513 S. Lowe Avenue) Handicapped Parking Permit 821;

Public Way	Area
W. Medill Avenue (ss)	From N. Milwaukee Avenue to the first alley west thereof;
S. Michigan Avenue (ws)	From a point 85 feet north of E. 8th Street to a point 177 feet north thereof;
N. Narragansett Avenue (bs)	From a point 150 feet south of W. Grand Avenue to W. Fullerton Avenue;
N. Ottawa Avenue (ws)	From a point 815 feet south of W. Irving Park Road to a point 25 feet south thereof (3856 N. Ottawa Avenue) Handicapped Parking Permit 800;
S. Paulina Street (ws)	From a point 170 feet north of W. 37th Street to a point 25 feet north thereof (3646 S. Paulina Street) Handicapped Parking Permit 801;
S. Princeton Avenue (es)	From a point 175 feet south of W. 31st Street to a point 25 feet south thereof (3119 S. Princeton Avenue) Handicapped Parking Permit 793;
N. Richmond Street (es)	From a point 100 feet north of W. Schubert Avenue to a point 25 feet north thereof (2711 N. Richmond Street) Handicapped Parking Permit 795;
S. St. Lawrence Avenue (es)	From a point 20 feet north of Bowen Avenue to a point 25 feet north thereof;
S. St. Louis Avenue (ws)	From a point 180 feet north of S. Archer Avenue to a point 25 feet north thereof (4544 S. St. Louis Avenue) Handicapped Parking Permit 811;
S. Sangamon Street (es)	From a point 133 feet north of W. 105th Street to a point 25 feet north thereof (10445 S. Sangamon Street) Handicapped Parking Permit 790;
S. Sawyer Avenue (ws)	From a point 195 feet north of W. 57th Street to a point 25 feet north thereof (5638 S. Sawyer Avenue) Handicapped Parking Permit 812;
S. Stewart Avenue (ws)	From a point 20 feet north of W. 70th

Public Way

Area

Street to a point 45 feet north thereof;

W. Sunnyside Avenue (ns)

From a point 115 feet west of N. Seeley Avenue to a point 25 feet west thereof (2112 W. Sunnyside Avenue) Handicapped Parking Permit 802;

N. Tripp Avenue (ws)

From a point 255 feet south of W. Ainslie Street to a point 25 feet south thereof (4830 N. Tripp Avenue) Handicapped Parking Permit 810;

S. Union Avenue (ws)

From a point 79 feet north of W. 30th Street to a point 23 feet north thereof (2950 S. Union Avenue) Handicapped Parking Permit 648;

S. Vincennes Avenue (ws)

From a point 175 feet north of W. 70th Street to point 25 feet north thereof;

W. Wabansia Avenue (ns)

From a point 60 feet west of N. Springfield Avenue to a point 25 feet west thereof (3906 W. Wabansia Avenue) Handicapped Parking Permit 808;

S. Wabash Avenue (es)

From a point 159 feet north of E. 8th Street to a point 154 feet north thereof;

Washtenaw Avenue (es)

From a point 310 feet north of W. 62nd Street to a point 25 feet north thereof (6125 S. Washtenaw Avenue) Handicapped Parking Permit 799;

N. Western Avenue (ws)

From W. Birchwood Avenue to a point 1335 feet north thereof;

S. Wood Street (es)

From a point 200 feet north of W. 62nd Street to a point 25 feet north thereof (6139 S. Wood Street) Handicapped Parking Permit 797;

E. 8th Street (ns)

From a point 81 feet west of S. Michigan Avenue to a point 64 feet west thereof;

W. 55th Street (bs)

Between S. Cicero Avenue and railroad tracks east thereof -- Trucks Only;

Public Way

Area

E. 69th Place (ss)

From a point 175 feet east of S. Prairie Avenue to a point 25 feet east thereof (319 E. 69th Place) Handicapped Parking Permit 813.

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

AMEND PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES.

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

SECTION 1. That an ordinance passed by the City Council on February 15, 1984, page 5085 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

W. Irving Park Road (ns)

From N. Kilbourn Avenue to a point 60 feet east thereof.

SECTION 2. That an ordinance passed by the City Council on October 12, 1983, page 2341 of the said date, prohibiting the parking of vehicles at all times on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

S. Lowe Avenue

3248 -- Handicapped Parking Permit 648.

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

PROHIBITION AGAINST PARKING OF VEHICLES DURING
SPECIFIED HOURS.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits and Time

S. Baltimore Avenue (ws)

From S. Commercial Avenue to E. 85th Street -- 8 A.M. to 6 P.M. -- Monday thru Friday;

S. Leavitt Street

1840 -- 8 A.M. to 9 P.M. -- no exceptions;

Public Way	Limits and Time
S. Richmond Street (bs)	From S. Archer Avenue to the first alley north thereof -- 8 A.M. to 6 P.M. -- Monday thru Saturday;
S. Troy Street (es)	From the first alley south of S. Archer Avenue to W. 45th Street -- 8 A.M. to 10 A.M. -- Monday, Wednesday and Friday;
S. Troy Street (ws)	From the first alley south of S. Archer Avenue to W. 45th Street -- 8 A.M. to 10 A.M. -- Tuesday and Thursday;
W. 23rd Place (ns)	From S. California Avenue to the first alley west thereof -- 8 A.M. to 4 P.M. -- Monday thru Friday;
W. 44th Street (ns)	From the first alley east of S. Kedzie Avenue to S. Albany Avenue -- 8 A.M. to 10 A.M. -- Tuesday and Thursday;
W. 44th Street (ss)	From the first alley east of S. Kedzie Avenue to S. Albany Avenue -- 8 A.M. to 10 A.M. -- Monday, Wednesday and Friday;
W. 87th Street (ns)	From S. Kolmar Avenue to a point 100 feet east thereof -- 6 P.M. to 12 midnight - except Sundays and holidays.

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

AMEND PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS.

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

SECTION 1. That an ordinance passed by the City Council on August 30, 1972, page 3619 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"W. Carmen Avenue (bs)	From N. Laramie Avenue to N. Lockwood Avenue -- Parking Prohibited -- 8 A.M. to 10 A.M. -- except Saturday, Sunday and holidays."
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SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the removal of "No Parking During Specified Hours" signs at the following location:

"W. Division Street (ss)

Between N. Keeler Avenue and N. Kostner Avenue -- 7 A.M. to 9 A.M."

SECTION 3. That an ordinance passed by the City Council on September 20, 1950, page 6878 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"E. Ohio Street (ss)

Between 469 and N. Lake Shore Drive ---
4 P.M. to 6 P.M. -- except Sundays and holidays."

SECTION 4. That an ordinance passed by the City Council on December 12, 1967, page 1384 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"E. Ohio Street (ss)

From N. Michigan Avenue to N. St. Clair Street -- 7 A.M. to 10 A.M. -- except for Saturday, Sunday, and holidays."

SECTION 5. That an ordinance passed by the City Council on March 21, 1977, page 5078 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"N. Western Avenue (ws)

From W. Howard Street to a point 206 feet south thereof -- No Parking 7 A.M. to 9 A.M. -- Monday thru Friday."

SECTION 6. That an ordinance passed by the City Council on May 8, 1963, page 215, of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

W. 104th Street (ns)

From S. Wood Street to a point 220 feet west thereof;

and inserting in lieu thereof:

W. 104th Street (ns)

From a point 200 feet west of S. Wood Street to S. Hale Avenue -- 8 A.M. to 10 A.M. -- Monday thru Friday.

SECTION 7. This ordinance shall take effect and be in force and from and after its passage and publication.

RESIDENTIAL PARKING ESTABLISHED.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as Residential Parking, for the following locations:

Street	Limits
N. Campbell Avenue (bs)	Between W. Wilson Avenue and the first alley north of W. Eastwood Avenue -- establishment of Permit Parking Zone No. 43 at all times;
W. Eastwood Avenue (bs)	From N. Sacramento Avenue and the north branch of the Chicago River -- establishment of Permit Parking Zone No. 43 at all times;
W. Eastwood Avenue (ns)	Between the first alley east of N. Rockwell Street and the first alley east of N. Western Avenue -- establishment of Resident Permit Zone No. 43;
W. Eastwood Avenue (ss)	Between N. Rockwell Street and the first alley west of N. Western Avenue -- establishment of Resident Permit Parking Zone No. 43 at all times;
S. Euclid Avenue (es)	Between E. 74th Street and the first alley north of E. 75th Street; and
S. Euclid Avenue (ws)	Between E. 74th Street and E. 75th Street -- Establishment of Resident Permit Parking Zone 44 -- 4 P.M. to 8 P.M. -- 7-days a week;
W. Leland Avenue (bs)	Between N. Sacramento Avenue and the north branch of the Chicago River -- Establishment of Resident Permit Parking Zone 43;
N. Manor Avenue (bs)	Between W. Giddings Street and W. Wilson Avenue -- Establishment of Resident Permit Parking Zone 43;
N. Mont Clare Avenue (bs)	Between W. Balmoral Avenue and the first alley south of W. Higgins Avenue -- Extension to Zone 22 -- At All Times;

Street	Limits
W. Newport Avenue (bs)	Between N. Austin Avenue and N. Marmora Avenue -- Establishment of Zone 45 -- 8 A.M. to 8 P.M. -- Monday thru Friday;
N. Nina Avenue (bs)	Between W. Talcott Avenue and N. West Circle Avenue -- Extension to Resident Permit Zone 20 -- At All Times;
S. Sayre Avenue (bs)	Between W. 56th Street and the first alley south of W. Archer Avenue -- 8 A.M. to 6 P.M. -- Monday thru Friday;
57th Street (ns)	Between S. Narragansett Avenue and S. Nagle Avenue -- Extension of Zone 29 -- 8 A.M. to 6 P.M. -- Monday thru Friday;
E. 136th Street (ns)	Between S. Buffalo Avenue and S. Burley Avenue;
E. 136th Street	Between S. Buffalo Avenue and the first alley east of S. Brainard Avenue -- Establishment of Zone 46 -- At All Times.

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

AMEND RESIDENTIAL PERMIT PARKING.

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

SECTION 1. Amend Resident Permit Parking Zone 17, as passed by the City Council of March 9, 1983, page 16381. By striking:

"N. East River Road (es)	Between W. Berwyn Avenue and W. Summerdale Avenue;"
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and inserting in lieu thereof:

Establishment of Resident Permit Parking Zone 39:

N. East River Road (es)	Between W. Berwyn Avenue and W. Summerdale Avenue.
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SECTION 2. That an ordinance passed by the City Council on December 8, 1982, page 13973 of the Journal of the Proceedings of said date, establishing "Residential Parking Zone 14" is hereby amended as it relates to the following:

N. Oketo Avenue	Between W. Ardmore Avenue and W. Talcott Avenue;
by striking therefrom:	"W. Ardmore Avenue"
and inserting in lieu thereof:	"From a point 345 feet north of W. Ardmore Avenue."

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

LOADING ZONES AMENDED ON PORTION OF
NORTH MILWAUKEE AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on April 13, 1984):

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

SECTION 1. That an ordinance passed by the City Council on September 16, 1970, page 9167 of the Journal of the Proceedings of said date, establishing loading zones at the location designated for the distances and time specified, be and the same is hereby amended as it relates to the following:

"N. Milwaukee Avenue (es)	From a point 85 feet south of W. Foster Avenue to a point 55 feet south thereof -- 9 A.M. to 6 P.M. except Saturday, Sunday and holidays";
by striking therefrom:	"except Saturday, Sunday and holidays"
and inserting in lieu thereof:	"No exceptions."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

PARKING METERS AMENDED ON PORTIONS
OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on June 20 and July 9, 1984):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of two parking meters 2551027 and 2551028 located in front of 449-451 W. North Avenue.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of parking meters on S. Richmond Avenue (bs) from S. Archer Avenue to the first alley north thereof.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO ESTABLISH SERVICE
DRIVES ON PORTIONS OF SUNDRY
STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance and order previously referred to the committee on May 30, 1984):

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below named streets are hereby designated as service drives, and further pursuant to said section, diagonal parking is hereby permitted in said newly designated locations:

Street	Limits
N. Keystone Avenue	From W. Armitage Avenue to the first alley north thereof -- Establishment of Diagonal Parking;
W. 15th Street (ns)	From S. Pulaski Road to the first alley west thereof -- At All Times (alongside 1456 S. Pulaski Road) -- Establishment of service drive/diagonal parking.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

TRAFFIC WARNING SIGNS ESTABLISHED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee on March 31, 1983, March 30, April 13, April 25, May 9, May 30, June 6, June 20, and July 9, 1984):

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs and signals on the following streets, of the type specified:

Street	Type of Sign or Signal
For north-south traffic on N. Albany Avenue at intersection of W. Fargo Avenue	"Stop" sign;

Street	Type of Sign or Signal
North-south traffic on N. Albany Avenue and W. Jarlath Street	"Stop" sign;
North-south traffic on N. Albany Avenue at the intersection of W. Jerome Street	"Stop" sign;
North-south traffic on N. Albany Avenue at the intersection of W. Sherwin Avenue	"Stop" sign;
North-south traffic on S. Allport Street and W. 19th Street	"Stop" sign;
On S. Artesian Avenue at intersection of W. 61st Street	"Stop" sign;
S. Artesian Avenue and W. 65th Street	"All-Way Stop" signs;
W. Balmoral Avenue and N. Oriole Avenue	"3-Way Stop" signs;
W. Berenice Avenue and N. Lockwood Avenue stopping east and west traffic on Berenice Avenue	"2-Way "Stop" signs;
East-west traffic on on W. Bloomingdale Road at the intersection of N. Campbell Avenue	"2-Way Stop" signs;
At the intersection of S. Damen Avenue and W. 81st Street stopping Damen Avenue traffic	"Stop" sign;
Stopping Fairfield Avenue for W. 72nd Street	"2-Way Stop" signs;
Stopping N. McVicker Avenue for W. George Street	"Stop" signs;

Street	Type of Sign or Signal
Southwest corner of W. George Street at the intersection of N. Mulligan Avenue	"Stop" signs;
Grace Street and N. Oakley Avenue	"4-Way Stop" signs;
East and westbound traffic on E. Grand Avenue at N. Peshtigo Court	"Stop" sign;
N. Kedzie Avenue and W. Irving Park Road	"No Turn On Red 7 A.M. to 7 P.M.";
On the Northwest corner of W. Irving Park Road at Pontiac Avenue.	"Stop" sign;
On the northwest corner of W. Irving Park Road at W. Byron Street	"Stop" signs;
Stopping Leamington Avenue for West End Avenue	"Stop" signs;
LeMoyne Street and Monitor Street	"Stop" signs;
Intersection of Lind Avenue and Ludlum Avenue	"4-Way Stop" signs;
At the intersection of W. Lunt Avenue and N. Overhill Avenue	"3-Way Stop" signs;
Mayfield Street and Iowa Street	"Stop" signs;
N. Monticello Avenue at intersection of W. Wrightwood Avenue	"Stop" signs;
N. Naples Avenue and N. Naper Avenue	"4-Way Stop" signs;
On both sides of W. Nelson Street at N. Long Avenue	"Children Crossing" signs;

Street	Type of Sign or Signal
Stopping S. Normal Avenue for W. 106th Street (NW and SE Corners)	"Stop" signs;
North-southbound traffic on N. Normandy Avenue at intersection of W. Imlay Avenue	"Stop" signs;
Stopping southbound Nottingham Avenue for W. Roscoe Street	"Stop" sign;
North-southbound traffic on N. Octavia Avenue at the intersection of W. Cornell Avenue	"Stop" signs;
N. Osage Avenue at intersection with W. School Street	"Stop" signs;
For north and southbound traffic on N. Pacific Avenue and W. Roscoe Street	"Stop" signs;
W. Polk Street and S. Wood Street	"All-Way Stop" signs;
Potomac and Parkside Streets	"Stop" signs;
Intersection of Racine Avenue and W. Hubbard Street	"4-Way Stop" signs;
Rice and Mayfield Streets	"School Crossing" signs;
N. Sacramento Avenue at W. Birchwood Avenue	"Stop" signs;
N. Sacramento Avenue at W. Chase Avenue stopping north and south traffic	"Stop" signs;
S. Spaulding Avenue and W. 64th Street stopping north and southbound traffic	"2-Way Stop" signs;

Street	Type of Sign or Signal
on Spaulding Avenue	
Southbound traffic on N. Surrey Court at W. Altgeld Street	"Stop" signs;
On N. Talman Avenue and W. Ardmore Avenue stopping northbound traffic on N. Talman Avenue	"Stop" signs;
On N. Talman Avenue and W. Thorndale Avenue stopping northbound Talman Avenue	"Stop" signs;
At the intersection of W. Taylor Street and S. Claremont Avenue	"4-Way Stop" signs;
Stopping W. Warwick Avenue for N. Lavergne Avenue	"1-Way Stop" sign;
W. Wilson Avenue and N. Francisco Street stopping east/west traffic on Wilson Avenue	"2-Way Stop" signs;
Stopping W. Wrightwood Avenue for N. Mont Clare Avenue	"Stop" signs;
W. 22nd Place and S. Hoyne Avenue	"4-Way Stop" signs;
W. 38th Street at S. Sacramento Avenue	"4-Way Stop" signs;
W. 40th Street and S. Rockwell Street	"3-Way Stop" signs;
W. 42nd Street and S. Campbell Avenue	"3-Way Stop" signs;
E. 42nd Street and S. Prairie Avenue stopping east and west traffic on 42nd Street	"2-Way Stop" signs;
W. 44th Street	"3-Way Stop" signs;

Street	Type of Sign or Signal
and S. Whipple Street	
W. 45th Street and S. Hermitage Avenue	"4-Way Stop" signs;
W. 46th Street and S. Lamon Avenue	"3-Way Stop" signs;
Stopping W. 46th Street for S. Lavergne Avenue	"3-Way Stop" signs;
W. 46th Street and S. Leclaire Avenue	"4-Way Stop" signs;
W. 46th Street and S. Springfield Avenue	"Stop" sign;
W. 52nd Street and S. Lockwood Avenue	"4-Way Stop" signs;
East-westbound traffic on E. 53rd Street at the intersection of S. Dorchester Avenue	"All-Way Stop" signs;
W. 53rd Street and S. Keeler Avenue	"3-Way Stop" signs;
W. 53rd Street and S. Talman Avenue stopping east and west traffic on 53rd Street	"2-Way Stop" signs;
W. 56th Street and S. Sayre Avenue	"All-Way Stop" signs;
Stopping E. 61st Place for S. Dorchester Avenue	"1-Way Stop" signs;
Stopping E. 62nd Place for S. Dorchester Avenue	"1-Way Stop" signs;
W. 63rd Place and S. Major Avenue	"All-Way Stop" signs;
East and west traffic on W. 64th Street at S. Kedvale Avenue	"Stop" signs;

Street	Type of Sign or Signal
W. 70th Street and S. Stewart Avenue	"4-Way Stop" signs;
W. 75th Street and S. Stewart Avenue	"4-Way Stop" signs;
W. 78th Street and S. Peoria Street	"Stop" sign;
W. 79th Street and S. Peoria Street stopping east and west traffic	"2-Way Stop" signs;
W. 80th Place and S. Karlov Avenue	"Stop" signs;
E. 88th Street and S. Buffalo Avenue	"Stop" signs;
E. 88th Street and S. Burley Avenue	"Stop" signs;
Stopping S. Escanaba Avenue at E. 98th Street	"All-Way Stop" signs;
W. 105th Street and S. Wentworth Avenue	"4-Way Stop" signs;
Stopping W. 124th Street for S. Stewart Avenue (NE and SW corners)	"Stop" signs;

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPROVAL GIVEN FOR REMOVAL OF SIGNS DUE TO LACK OF PAYMENT OR
REQUEST OF RENTER.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 25, 1984.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (August 10, 1984) the following correspondence for the Commissioner of Public Works, Bureau of Traffic Engineers and Operations for removal of signs from different locations all over the City of Chicago, for lack of payment or at the renters request, begs leave to recommend that Your Honorable Body do *Pass* the following locations submitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting votes.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

Alderman Laurino moved to *Concur In* the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said correspondence:

No Parking Any Time

Ward 44	Barry Avenue NS fap 170 feet W of Lake Shore Drive tap 45 feet W. thereof No Parking Any Time Passed 3-11-53, Page 4289;
Ward 7	S. Exchange Avenue WS fap 225 feet S of E. 85th Street tap 25 feet S thereof (8522 S. Exchange Avenue) Parking Prohibited At All Times except Handicapped Parking Permit 238 Passed 9-10-80, Page 3714;
Ward 49	N. Lakewood Avenue ES fap 346 feet S of W. Arthur Avenue tap 25 feet thereof (6441 N. Lakewood Avenue) Parking Prohibited At All Times except Handicapped Parking Permit 287 Passed 2-11-81, Page 5478;
Ward 27	17 N. Loomis Street No Parking Any Time Passed 6-3-42;

No Parking Any Time

- Ward 23 S. McVickers Avenue WS fap 184 feet N of W. 57th Street tap 25 feet N thereof (5640 S. McVickers Avenue) Parking Prohibited At All Times except Handicapped Parking Permit 476 Passed 9-15-82, Page 12352;
- Ward 42 Sedgwick Street ES fap 20 feet N of Superior Street tap 100 feet N thereof No Parking Any Time Passed 11-15-61, Page 5765.

No Parking Loading Zone.

- Ward 32 N. Ashland Avenue WS fap 20 feet N of W. Nelson Street tap 35 feet N thereof No Parking Loading Zone, 8-6 -- Monday-Saturday Passed 1-30-68, Page 2253;
- Ward 26 1500 W. Grand Avenue No Parking Loading Zone, 9-4 -- Monday-Saturday Passed 3-10-47, Page 7357;
- Ward 43 N. Kingsbury Street ES beginning at a point 245 feet S of N. Clifton Avenue and extending tap 100 feet S thereof No Parking Loading Zone, 8-6 -- Monday-Saturday Passed 2-19-66, Page 7317;
- Ward 50 N. Ridge Avenue NS fap 148 feet W of N. Paulina Street tap 50 feet thereof No Parking Loading Zone, 9-4 -- Monday-Friday Passed 4-21-82, Page 10383.

Parking Limited During Specified Hours.

- Ward 28 4709 W. Kinzie Street 1 Hr. Parking, 7-6 -- Monday-Saturday Passed 12-22-55, Page 1950;
- Ward 28 W. Carroll Avenue NS fap 40 feet W of N. Kilpatrick Avenue tap 130 feet W thereof 1 Hr. Parking, 6-6 -- Monday-Friday Passed 2-10-82, Page 9528.

**"U-TURN PERMITTED" SIGNS ERECTED ON PORTION
OF SOUTH MICHIGAN AVENUE.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on February 24, 1984):

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of "U-Turn Permitted" signs on S. Michigan Avenue at East 9th Street for southbound to northbound traffic.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

THROUGH STREETS ESTABLISHED ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on May 9, May 30, June 20 and July 9, 1984):

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following streets between the limits indicated are hereby designated as through streets:

Street	Limits
In the east-west "L" alley	That flows into S. Francisco Avenue between W. 35th Street and W. 36th Street -- "Thru Traffic Prohibited";
At the entrances to the north-south alley	First alley west of S. Komensky Avenue between W. 49th Street and W. 50th Street -- "Thru Traffic Prohibited";
1st alley west	Of S. Monitor Avenue between W. 56th Street and W. 57th Street -- "Thru Traffic Prohibited";
In the north-south alley	At the rear of 6800 N. Ridge Boulevard between W. Pratt Boulevard and W. Farwell Avenue -- "Thru Traffic Prohibited";
1st alley west of	Western Avenue between W. Lithuanian Plaza Court (W. 69th Street) and W. 70th Street -- "Thru Traffic Prohibited";

Street

Limits

In the north-south alley

Bounded by W. 35th Street, S. Francisco Avenue, W. 36th Street and S. Richmond Street -- "Thru Traffic Prohibited".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

"TRAFFIC LANE TOW-AWAY ZONE" ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on May 9 and June 6, 1984):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a "Traffic Lane Tow-Away Zone" between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic.

The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way

Limits and Time

W. Granville Avenue (bs)

From N. Sheridan Road east including the cul-de-sac -- At All Times.

S. Kedzie Avenue (bs)

Between W. 35th Street and W. 39th Street -- 5 days a week, Monday thru Friday.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

VEHICULAR-TRAFFIC MOVEMENT RESTRICTED AND AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

Vehicular-Traffic Movements Restricted on Portions of Specified Streets.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits and Direction
W. Cullom Avenue	From N. Ashland Avenue to N. Clark Street -- easterly;
W. Homer Street	From N. Rockwell Street to N. Washtenaw Avenue -- westerly;
N. Linden Place	From the first alley east of N. Kedzie Avenue to N. Sacramento Avenue -- easterly;
N. Newland Avenue	From W. Medill Avenue to W. Grand Avenue -- northerly;
N. Ozanam Avenue	W. Talcott Avenue to N. Canfield Avenue -- northerly;
North-south alley	Between S. Vernon Avenue and S. King Drive, from E. 80th Street to E. 81st Street -- southerly;
Alley north/south	Alley bounded by W. Waveland Avenue, W. Addison Street, N. Bernard Avenue and N. St. Louis Avenue -- southerly;
E. 75th Place	S. Blackstone Avenue to S. Stony Island Avenue -- westerly;
East/west alley	Bounded by W. 82nd Street, S. Lafayette Avenue, W. 83rd Street and S. LaSalle Street -- easterly.

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

Vehicular-Traffic Movement Amended.

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

SECTION 1. That an ordinance passed by the City Council on September 10, 1980, page 3716 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"W. Balmoral Avenue

Between N. Lincoln Avenue and N. Western Avenue -- westerly";

striking:

"westerly"

and inserting in lieu thereof:

"easterly."

SECTION 2. That an ordinance passed by the City Council on December 8, 1982, on page 19363 of the Journal of the Proceedings of said date, restricting the vehicular traffic to a single direction on portions of designated streets, be and same is hereby amended by striking therefrom, the following:

"East-west alley

Bounded by S. Emerald Avenue, W. 78th Street, S. Union Avenue and W. 79th Street -- easterly";

striking therefrom:

"easterly"

and inserting in lieu thereof:

"westerly".

SECTION 3. That an ordinance heretofore passed by the City Council restricting the movement of vehicular traffic to a northerly direction in the 3500 block of N. Hermitage Avenue, be and the same is hereby amended by striking the word "northerly" and inserting in lieu thereof the word "southerly."

SECTION 4. That an ordinance passed by the City Council on September 12, 1973, on pages 6162-63 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"S. Kilpatrick Avenue

From W. 53rd Street to W. 47th Street -- northerly";

and inserting in lieu thereof:

S. Kilpatrick Avenue

From W. 53rd Street to the 1st alley south of S. Archer Avenue.

SECTION 5. That an ordinance passed by the City Council on July 1, 1963, page 534 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"S. May Street

From W. 79th Street to W. 87th Street -- northerly";

by striking therefrom:

"northerly"

and inserting in lieu thereof:

"southerly."

SECTION 6. That an ordinance passed by the City Council on September 15, 1976 page 3692 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"S. Nagle Avenue

Between W. 60th Street and W. 63rd Street -- southerly";

and inserting in lieu thereof:

S. Nagle Avenue

Between W. 60th Street and the 1st alley north of W. 63rd Street -- southerly.

SECTION 7. That an ordinance passed by the City Council on September 15, 1971, page 1122 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction only on portions of sundry streets, be and the same is hereby amended as it relates to the following:

"First north-south alley

West of S. Pulaski Road from W. 83rd Street to W. 84th Street -- northerly";

by striking therefrom:

"northerly"

and inserting in lieu thereof:

"southerly".

SECTION 8. That an ordinance passed by the City Council on August 30, 1972, page 3632 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction only on portions of sundry streets, be and the same is hereby amended as it relates to the following:

by striking therefrom:

"S. Richmond Street

From W. 40th Place to S. Archer Avenue -- southerly";

and inserting in lieu thereof:

S. Richmond Street

From W. 40th Place to the first alley north of S. Archer Avenue -- southerly.

SECTION 9. That an ordinance passed by the City Council on September 10, 1954, page 8202 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction only on portions of sundry streets, be and the same is hereby amended as it relates to the following:

"W. 80th Street

From S. Damen Avenue to S. Halsted Street -- easterly"

by striking therefrom:

"S. Damen Avenue"

and inserting in lieu thereof:

"S. Hoyne Avenue."

SECTION 10. This ordinance shall take effect and be in force from and after its passage and publication.

TRAFFIC WARNING SIGNS AMENDED ON PORTION
OF WEST BERTEAU AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on May 30, 1984):

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

SECTION 1. That an ordinance passed by the City Council on February 15, 1984, on page 5088, of the Journal of the Proceedings of said date, stopping traffic in certain direction on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"Stopping N. Avers Avenue for W. Berneau Avenue" (stop sign)

and inserting in lieu thereof:

For east and westbound traffic on W. Berneau Avenue (stop sign) at the intersection of N. Avers Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

WEIGHT LIMITATION ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on May 30 and June 20, 1984):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Ways	Limits and Maximum Load
W. Fulton Street	4600 and 4700 blocks -- weight limit, 5-tons;
W. Lee Place	From N. Damen Avenue to N. Hoyne Avenue -- 5-tons;
W. Superior Street	From N. Damen Avenue to N. Hoyne Avenue -- 5-tons.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

Failed to Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC. (Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall*

the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?" and the several questions being so put, each of the said proposed ordinances and proposed orders Failed to Pass, by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

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

The committee report listing said ordinances and orders which Failed to Pass, reads as follows:

CHICAGO, September 25, 1984.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (June 28, August 13, 1983, February 8, March 7, March 30, April 13, April 25, May 9, May 30, June 6, June 20, July 9, and July 28, 1984) concerning traffic regulations and traffic signs, etc. as follows:

Parking Prohibited At All Times:

S. Blackstone Avenue	Northeast side of the driveway at 5227 S. Blackstone Avenue, 10 feet north thereof;
N. California Avenue (west side)	At 3844;
S. California Avenue (west side)	From a point 170 feet south of W. 56th Street to a point 25 feet south thereof (5620 S. California Avenue);
N. California Avenue (east side)	From W. Addison Street to a point 12 feet north of entrance ramp;
N. Campbell Avenue (west side)	At 3130, at W. Fletcher Street -- (25 feet north and 25 feet south of driveway);
S. Cornell Avenue	At 5326;
S. Cornell Avenue	At 5401;
S. Essex Avenue	At 7745 (either side of driveway);

Parking Prohibited At All Times:

W. Fullerton Avenue (south side)	At 4337;
S. Harper Avenue	At 5330;
E. Hyde Park Boulevard	Northwest side of the driveway at 1016 E. Hyde Park, 10 feet west thereof;
N. Mozart Street (east side)	At 3843.

Parking Prohibited During Specified Hours:

W. Rice Street	At 2130 -- 8 A.M. to 5 P.M., Saturday and Sunday.
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Loading Zones:

W. Belmont Avenue (south side)	At 1521 -- 42 feet, 7 A.M. to 7 P.M.;
S. Cornell Avenue (east side)	At 5401;
W. Diversey Avenue (south side)	At 3659 -- 8 A.M. to 8 P.M., Monday thru Sunday;
S. Exchange Avenue (west side)	At 8036;
W. Fullerton Avenue (south side)	At 3625 -- 25 feet;
E. Hyde Park Boulevard	(1521 E. Hyde Park Boulevard) driveway on the Harper Avenue side of the store, southeast side, 10 feet south thereof -- At All Times;
W. Irving Park Road (north side)	At 3336 -- 8 A.M. to 6 P.M., 7 days a week;
N. Lincoln Avenue (west side)	At 5930;
S. Menard Avenue	At 1205-1219 -- At All Times;
S. Menard Avenue	At 1206-1218 -- At All Times;
W. North Avenue	At 5521 -- 8 A.M. to 5 P.M., Monday thru Saturday
W. North Avenue	At 5949 -- At All Times;

Loading Zones:

W. 95th Street

At 2024 -- 8 A.M. to 8:30 P.M.

Single Direction:

N. Central Park Avenue

Between W. Lawrence Avenue and W. Foster Avenue -- northerly;

W. Schubert Avenue

Between N. California Avenue and N. Fairfield Avenue -- easterly.

Weight Limitations:

N. Damen Avenue

From W. Peterson Avenue to W. Norwood Street -- 5 tons;

W. Norwood Street

From N. Ravenswood Avenue to N. Ridge Boulevard -- 5 tons;

W. 76th Street

From S. Normal Avenue to S. Loomis Street -- 5 tons.

Residential Parking:

S. Keating Avenue (east side)

From S. Archer Avenue to the first alley north thereof -- 8 A.M. to 5 P.M. -- Monday thru Friday.

Traffic Warning Signs:

(May 30, 1984) "4-Way Stop" sign -- N. Aberdeen Street and W. Hubbard Street;

(April 25, 1984) "Stop" sign -- W. Belle Plaine Avenue and N. Menard Avenue;

(July 9, 1984) "Stop" sign -- W. Bryn Mawr and N. Christiana Avenues;

(April 13, 1984) "Stop" sign -- North/southbound traffic on N. Campbell Avenue at intersection of W. Bloomingdale Road;

(May 30, 1984) "Stop" sign -- East/westbound traffic on W. Cornelia Avenue at intersection of N. Normandy Avenue;

(April 25, 1984) "Stop" sign -- W. Dickens Avenue at intersection of N. Mozart Street;

Traffic Warning Signs:

(July 9, 1984) "Stop" sign -- North/southbound traffic on N. Drake Avenue at intersection of W. Grace Street;

(April 25, 1984) "Stop" sign -- W. Eddy Street at intersection of N. Hamlin Avenue;

(May 30, 1984) "Stop" sign -- W. George Street and N. Springfield Avenue stopping George Street traffic;

(June 20, 1984) "Stop" sign -- Corner of S. Greenwood Avenue and 90th Street;

(September 28, 1984) "Stop" sign -- N. Keeler Avenue at intersection with W. Ainslie Street;

(June 20, 1984) "Stop" sign -- S. Kildare Avenue (northerly) and W. Adams Street (westerly);

(June 20, 1984) "Stop" sign -- North/southbound traffic on N. Major Avenue at intersection of W. Pensacola Avenue;

(June 6, 1984) "3-Way Stop" sign -- W. Marquette Road and S. Throop Street;

(June 20, 1984) "Stop" sign -- North/southbound traffic on N. Mobile Avenue at intersection of W. Berenice Avenue;

(April 25, 1984) "Stop" sign -- North/southbound traffic on N. Mozart Street at intersection of W. Dickens Avenue;

(June 20, 1984) "Stop" sign -- N. North Park Avenue and W. Evergreen Street;

(April 25, 1984) "Stop" sign -- W. Potomac Avenue at intersection of N. Keeler Avenue;

(April 25, 1984) "Stop" sign -- W. Roscoe Street and N. Ridgeway Avenue;

(June 20, 1984) "Stop" sign -- W. School Street and N. Linder Avenue, stopping eastbound School Street;

(July 9, 1984) "4-Way Stop" sign -- W. School Street and N. Nagle Avenue;

(May 30, 1984) "Stop" sign -- East/westbound traffic on W. School Street at the intersection of N. New England Avenue;

(April 13, 1984) "Stop" sign -- Southeast corner of N. Seminary Avenue and W. Dakin Street;

(June 20, 1984) "Stop" sign -- East/westbound traffic on W. Van Buren Street at the intersection of S. Cicero Avenue;

Traffic Warning Signs:

(May 30, 1984) "Stop" sign -- East/westbound traffic on W. Wabansia Avenue at intersection of N. Avers Avenue;

(April 25, 1984) "All-Way Stop" sign -- W. Webster Avenue and N. Lincoln Park West;

(May 9, 1984) "Stop" sign -- North/southbound traffic on S. Wentworth Avenue at the intersection of E. 124th Street;

(May 30, 1984) "Stop" sign -- W. Windsor Avenue and N. Hazel Street stopping eastbound traffic on Windsor Avenue;

(May 9, 1984) "Stop" sign -- W. 42nd Place and S. Albany Avenue stopping eastbound traffic on W. 42nd Place;

(May 9, 1984) "Stop" sign -- W. 46th Street and S. Springfield Avenue;

(July 9, 1984) "4-Way Stop" sign -- W. 56th Street and S. Seeley Avenue;

(April 25, 1984) "Stop" sign -- W. 57th Street and S. Maplewood Avenue;

(July 9, 1984) "4-Way Stop" sign -- W. 56th Street and S. Seeley Avenue;

(June 6, 1984) "Stop" sign -- Southeast corner of W. 68th Street and S. Perry Avenue, stopping northbound traffic on Perry Avenue;

(April 25, 1984) "Stop" sign -- W. 78th Street and S. Wolcott Avenue;

(June 6, 1984) "All-Way Stop" sign -- W. 79th Street and S. Hoyne Avenue;

(April 25, 1984) "Stop" sign -- W. 81st Street and S. Kilbourn Avenue;

(June 20, 1984) "All-Way Stop" sign -- W. 83rd Street and S. Wood Street;

(April 25, 1984) "Stop" sign -- W. 84th Street and S. Justine Street;

(May 9, 1984) "4-Way Stop" sign -- W. 85th Street and S. Elizabeth Avenue;

(April 25, 1984) "Stop" sign -- W. 86th Street and S. Marshfield Avenue;

(April 25, 1984) "Stop" sign -- W. 86th Street and S. Tripp Avenue;

(May 9, 1984) "Stop" sign -- East/westbound traffic on E. 125th Street at intersection of S. Wentworth Avenue.

No Thru Traffic Signs:

Entrances to the north/south alley

W. Diversey Avenue, W. Wellington

No Thru Traffic Signs:

bounded by

Avenue, N. Narragansett Avenue and N.
Nagle Avenue.*Slow Children Playing Signs:*

S. Dante Avenue

At 7000 and 7100;

Corner of 49th Street

And S. Champlain Avenue.

Parking Meters:

N. Clark Street

At 3161 -- four meters.

Amend -- Parking Prohibited At All Times:

Repeal front of 1840 S. Leavitt Street (St. Ann Church);

Removal (east side) of N. Western Avenue from 7541 north to W. Howard Street.

Amend -- Parking Meters:

Removal at 2100 block of N. Mason Avenue (east side);

Removal in front of 2488 N. Milwaukee Avenue;

Removal on (both sides) of W. 63rd Street between S. Justine Avenue and S. Ashland Avenue.

Amend -- Single Direction:

Amend ordinance passed by the City Council striking "S. Michigan Avenue -- 9400 thru 9300 blocks -- northerly" and inserting in lieu thereof "S. Michigan Avenue -- 9300 thru 9400 blocks -- southerly.

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

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA
SHOWN ON MAP NO. 3-G.

The Committee on Zoning submitted the following report:

CHICAGO, September 21, 1984.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith (referred to your committee on June 20, 1984) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area shown on Map No. 3-G.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

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

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-4 Heavy Manufacturing District symbols and indications as shown on Map No. 3-G in area bounded by

W. Chestnut Street; N. Peoria Street; N. Lessing Street; and a line 162.66 feet south of and parallel to W. Chestnut Street (running along the Chicago and Northwestern Railroad retaining wall) to a point 64.29 feet south of and parallel to W. Chestnut Street,

to those of a C3-4 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

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

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

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

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

Alderman	Location
NATARUS (42nd Ward)	W. Huron Street from approximately 535 to the railroad tracks -- at all times;
VOLINI (48th Ward)	W. Victoria Street at 1459 to 1499 -- 9:00 A.M. to 6:00 P.M. -- Monday thru Saturday.

Referred -- AMENDMENT OF ONE-WAY VEHICULAR
TRAFFIC ON PORTION OF W. 93RD STREET.

Alderman Sherman (21st Ward) presented a proposed ordinance to establish one-way vehicular traffic on W. 93rd Street from S. Eggleston Avenue to S. Emerald Avenue in a westerly direction (instead of the previous establishment on W. 93rd Street from S. Eggleston Avenue to S. Sangamon Avenue in a westerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PROHIBITION
AGAINST PARKING OF VEHICLES AT ALL
TIMES ON PORTION OF NORTH NEVA
AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on N. Neva Avenue (both sides) from W. Diversey Avenue to the first alley north thereof; which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING OF VEHICLES
DURING SPECIFIED HOURS ON PORTION OF
SOUTH MARTIN LUTHER KING DRIVE.

Alderman Sawyer (6th Ward) presented a proposed ordinance to prohibit the parking of vehicles on portion of S. Martin Luther King Drive from E. 95th Street to E. 99th Street (west side) from 7:00 A.M. to 9:00 A.M. and (east side) from 7:00 A.M. to 9:00 P.M. (Monday thru Friday); which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT
PARKING ZONE" FOR VEHICLES DURING
SPECIFIED HOURS ON PORTION OF
SOUTH NATOMA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to establish "Resident Permit Parking Zones" for vehicles on S. Natoma Avenue (both sides) at 5500 from 8:00 A.M. to 8:00 P.M. on Monday thru Friday; which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- SURVEY TO ESTABLISH "RESIDENTIAL
PERMIT PARKING ZONE" ON PORTION OF
NORTH LAVERGNE AVENUE.

Alderman Damato (37th Ward) presented a proposed order to cause a survey to be made to establish a "Residential Permit Parking Zone" at 1500 N. Lavergne Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMIT FOR
VEHICLES ON SPECIFIED STREET.

Alderman Kellam (18th Ward) presented a proposed ordinance to limit the speed of vehicles to 30 miles per hour on S. Kedzie Avenue from W. 75th Street to W. 87th Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION AT ALL TIMES FOR PARKING OF
VEHICLES AT SPECIFIED LOCATIONS.

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

Alderman	Location and Distance
<i>RUSH</i> (2nd Ward)	S. Vernon Avenue (east side) 40 feet from the garage entrance and exit to a point 50 feet south thereof;
<i>HUMES</i> (8th Ward)	S. Ellis Avenue at 7936 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	S. Mobile Avenue at 5709 (except for handicapped);
<i>MARZULLO</i> (25th Ward)	W. 17th Street (both sides) from S. Rockwell Street to S. Washtenaw Avenue;
<i>LAURINO</i> (39th Ward)	W. Ardmore Avenue, at 3252;
<i>O'CONNOR</i> (40th Ward)	N. Francisco Avenue, at 4942;
<i>NATARUS</i> (42nd Ward)	E. Walton Place, at 172-174;
<i>O'CONNOR FOR SCHULTER</i> (47th Ward)	W. Patterson Avenue, at 1913 (except for handicapped);
<i>VOLINI</i> (48th Ward)	W. Ardmore Avenue (both sides) from the lake to N. Sheridan Road; N. Broadway at 5448.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

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

Alderman	Location and Type of Sign
BEAVERS (7th Ward)	Southwest corner of E. 86th Street and S. Kingston Avenue -- "Stop";
HUELS (11th Ward)	W. 28th Street and S. Wallace Avenue -- "4-Way Stop";
MADRZYK (13th Ward)	S. Homan Avenue at W. 58th Street -- "Stop";
	S. Keating Avenue at W. 62nd Street -- "Stop";
	S. Kilpatrick Avenue at W. 62nd Street -- "Stop";
	S. Knox Avenue at W. 62nd Street -- "Stop";
	W. 58th Street and S. Kildare Avenue -- "Stop";
	W. 60th Street and S. Hamlin Avenue -- "Stop";
	W. 61st Street and S. Knox Avenue -- "All-Way Stop";
BURKE (14th Ward)	S. Francisco Avenue at 62nd Street -- "Stop";
	W. 50th Street and S. Laflin Avenue -- "All-Way Stop";
KELLAM (18th Ward)	S. Rockwell Street (southbound) from a point 250 feet north of W. 87th Street to W. 87th Street -- "One Way Street";
	S. Sacramento Avenue at W. 82nd Street -- "Stop";

Alderman

Location and Type of Sign

HENRY (24th Ward)

W. 79th Street (southbound) at 2750 - -
"No Right Turn On Red";

MARZULLO (25th Ward)

S. Kilbourn Avenue at W. 14th Street --
"Stop";

HAGOPIAN (30th Ward)

S. Oakley Avenue and W. 21st Place - -
"Stop";

MELL (33rd Ward)

N. Latrobe Avenue at W. Belden Avenue
-- "Stop";

BANKS (36th Ward)

N. Lockwood Avenue at W. Belden
Avenue -- "Stop";

LAURINO (39th Ward)

Southwest corner of W. Melrose Avenue
and N. Campbell Avenue -- "Stop";

Northwest corner of N. Rutherford
Avenue and W. Altgeld Street -- "Stop";

Southwest corner of W. Ainslie Street
and N. Kedvale Avenue -- "Stop";

N. Caldwell Avenue and N. Forest Glen
Avenue -- "All-Way Stop";

N. Caldwell Avenue, N. Kerbs Avenue
and N. Kolmar Avenue -- "All-Way
Stop";

N. Caldwell Avenue and N. Kilpatrick
Avenue -- "All-Way Stop";

N. Caldwell Avenue, N. Kirby Avenue
and N. Kenton Avenue -- "All-Way Stop";

N. Kirby Avenue and N. Kercheval
Avenue -- "All-Way Stop";

N. Lawndale Avenue and W. Glenlake
Avenue -- "Stop";

N. Lawndale Avenue and W. Granville
Avenue -- "Stop";

W. Sunnyside Avenue and N. Springfield
Avenue -- "All-Way Stop";

Alderman

Location and Type of Sign

ORR (49th Ward)

W. Farwell Avenue and N. Greenview
Avenue -- "All-Way Stop".

*Referred -- SURVEY FOR INSTALLATION OF "4-WAY STOP"
SIGN AT SPECIFIED INTERSECTION.*

Alderman D. Davis (29th Ward) presented a proposed order to conduct a survey for the installation of a "4-Way Stop" sign at the intersection of Adams Street and Leamington Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION IN PARTICULAR AREA.

Alderman O'Connor (40th Ward) presented for Alderman Schulter (47th Ward) a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a B1-3 Local Retail District instead of a B3-3 General Retail District the area shown on Map No. 13-H bounded by

W. Ainslie Street; the alley next east of and parallel to N. Western Avenue; the alley next north of and parallel to W. Lawrence Avenue; a line 28 feet west of N. Claremont Avenue; W. Lawrence Avenue; and N. Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented three proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

KRYSTYNIAK (23rd Ward)

Carlos and Migdalia Mondragon;

MARZULLO (25th Ward)

Cesar Bohorquez;

Alderman

Claimant

NARDULLI (26th Ward)

Bruno Kosinski.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- ISSUANCE OF PERMITS TO MAINTAIN
EXISTING CANOPIES.

Three proposed orders for the issuance of permits to maintain existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Amalgamated Trust and Savings Bank, 400 S. Dearborn Street, 15 W. Monroe Street, 102 S. State Street, and 45 W. Van Buren Street -- four canopies;

Oak Trust and Savings Bank, 865 N. Rush Street and 90 E. Chestnut Street -- one canopy;

The Prudential Insurance Company of America, 155 N. Beaubien Court and 160 N. Stetson Avenue -- two canopies.

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- INSTALLATION OF KIOSK AT
SPECIFIED INTERSECTION.

A proposed order for the installation of a kiosk on the northwest corner of 53rd Street and S. Harper Avenue for the Hyde Park Business and Professional Association, 5411 S. Hyde Park Boulevard. -- *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- ENFORCEMENT OF ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY CHARITABLE
INSTITUTIONS.

A proposed ordinance for the enforcement of the annual ten dollar license fee for the eighty-seven special police employed by The University of Chicago, 5801 S. Ellis Avenue -- *Referred to the Committee on Finance.*

Presented by

ALDERMAN BEAVERS (7th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 2600-2624 E. 75th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 2600-2624 E. 75th Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

Also a proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

2638-40-42 E. 93rd Street,
2515 E. 75th Street,
2727 E. 93rd Street, and
2523 E. 75th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

2638-40-42 E. 93rd Street,
2515 E. 75th Street,
2523 E. 75th Street, and
2727 E. 93rd Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- EXTENSION OF CITY WATER AND SEWER SERVICE TO
SPECIFIED RESIDENTS.

A proposed resolution for the extension of City of Chicago water and sewer service to the residents of Maryland Manor, a small community located in the far southeast fringe of the City. -- *Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN HUELS (11th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

3332 S. Morgan Street,
3034 S. Kelley Street,
4736 S. Union Avenue, and
4803 S. Union Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

3332 S. Morgan Street,
3034 S. Kelley Street,
4736 S. Union Avenue, and
4803 S. Union Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED ELIZABETH AND WALTER
CIBULSKIS ON THEIR SILVER WEDDING
ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Walter Cibulskis celebrated their Silver Wedding Anniversary on September 5, 1984; and

WHEREAS, This celebration was held at Our Lady of Good Counsel Church on South Hermitage Street in the great 11th Ward of the City of Chicago on September 8, 1984; and

WHEREAS, Liz and Walt were married at Resurrection Church on the west side in 1959 and resided in Bridgeport for 18 years after their marriage and currently reside in the McKinley Park area; and

WHEREAS, Joining them in celebration of their 25th anniversary were their six children: Elizabeth, Susan, Ann, Peter, Andrew and Thomas; and

WHEREAS, Liz and Walt Cibulskis exemplify the goal to which most humans aspire, typifying togetherness, warmth, and the sense of mutual accomplishment that are key factors in an enviable 25 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, do hereby extend our sincerest congratulations to Mr. and Mrs. Walter Cibulskis on their 25th Anniversary with best wishes to them in the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mr. and Mrs. Walter Cibulskis.

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

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

CONGRATULATIONS EXTENDED TO CLARENCE AND
LILLIAN KRAMER ON THEIR GOLDEN
WEDDING ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Clarence and Lillian Kramer will celebrate their Golden Wedding Anniversary on September 29, 1984; and

WHEREAS, Clarence and Lillian Kramer have been residents on West Root Street in the great 11th Ward of the City of Chicago; and

WHEREAS, Mr. and Mrs. Kramer have five lovely children: Lynn, Jim, Jack, Dave and Anne; and

WHEREAS, Clarence and Lillian Kramer exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are key factors in an enviable 50 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here on this 25th day of September, 1984, do hereby offer our most sincere congratulations and best wishes to Mr. and Mrs. Clarence Kramer on their Golden Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Clarence Kramer.

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

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

Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Classic Advertising, Inc. to install a sign/signboard at 2480 S. Archer Avenue for Santa Fe Railroad -- *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

3525 S. Leavitt Street; and
4116 S. Archer Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

3525 S. Leavitt Street; and
4116 S. Archer Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Illinois Bell Telephone Company to maintain and use a Commonwealth Edison service vault for the protection and installation of electric transformers serving the existing computer center at 3201 W. 61st Street. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN BURKE (14th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY, ETC.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley, together with the south 233 feet of the north-south 16-foot public alley and providing for the dedication of an east-west 16-foot public alley running west to S. Oakley Avenue from the north terminus of that part of the north-south 16-foot public alley to be vacated in the area bounded by W. 56th Street, W. 57th Street, S. Oakley Avenue, and a line 122.13 feet east of S. Oakley Avenue for Bradley Supply Company (No. 18-14-84-930); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Burke, the foregoing proposed order was *Passed*.

OCTOBER 8-12, 1984 PROCLAIMED NATIONAL LEGAL
SECRETARIES COURT OBSERVANCE WEEK
IN CHICAGO.

Also a proposed resolution reading as follows:

WHEREAS, The second full week of October has been recognized as National Legal Secretaries Court Observance Week; and

WHEREAS, Legal secretaries, along with the judges and lawyers of our country, participate in one of life's most satisfying endeavors -- the pursuit of justice; and

WHEREAS, Members of the National Association of Legal Secretaries (International), Illinois Association of Legal Secretaries, and the Chicago Legal Secretaries Association (CLSA), are bound by certain standards of conduct required of the legal profession, including the encouragement of respect for the law, the administration of justice and the commitment to a high order of professional attainment; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered in meeting this 25th day of September, 1984, do hereby proclaim and designate October 8 through October 12, 1984, as National Legal Secretaries Court Observance Week in the City of Chicago.

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

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

Presented by

ALDERMAN KELLAM (18th Ward):

RECOGNITION OF CHARLES E. BUCKLEY ON HIS RETIREMENT
FROM PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, After a long and distinguished career with the City's Bureau of Electricity, Charles E. Buckley retired in August, 1984; and

WHEREAS, A dedicated and devoted City employee for a span exceeding 35 years, Charles E. Buckley rose from a Junior Electrical Engineer to Deputy Commissioner, becoming one of the City of Chicago's most valued public servants and of immense help to his staff as well as to all of the citizens of our great City; and

WHEREAS, A lifelong Chicago resident, Charles E. Buckley graduated from Leo High School and received his B.S. in Electrical Engineering from Illinois Institute of Technology; his military service, as a Sr. Grade Lieutenant, extended to two terms: 1944-46 and 1952-53; other than that, he has been in the Bureau of Electricity since 1949; and

WHEREAS, The leaders and citizens of this great City will sorely miss one of its most dedicated public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of September, 1984, A. D., do hereby offer our extreme expressions of gratitude to Charles E. Buckley on the occasion of his retirement from public service, and extend to this fine citizen our very best wishes for many years of happiness and prosperity; and

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

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

On motion of Alderman Kellam, the foregoing proposed resolution was *Adopted*:

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- PERMISSION GRANTED TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to the Beverly Variety Store, 1908 W. 103rd Street, to conduct a sidewalk sale on Saturday, October 6, 1984. -- *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KELLEY (20th Ward):

WEEKEND OF SEPTEMBER 28-30, 1984 DECLARED
"MOURNING AND SOLIDARITY WITH OUR
ARAB-AMERICAN COMMUNITY."

A proposed resolution reading as follows:

WHEREAS, The tragic bombing of the United States Embassy in Beirut, Lebanon on Thursday, September 20, 1984 left several American and Arab personnel dead or wounded; and

WHEREAS, September 16-18 marked the second anniversary of the massacres of innocent Palestinian and Lebanese children, old men and women in the Sabra and Shatila refugee camps; and

WHEREAS, The American people long for an immediate resolution to the conflict in the Middle East; and

WHEREAS, There must be an end to the needless shedding of innocent blood; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council assembled in meeting this 25th day of September 1984 A.D., that we hereby declare this weekend, September 28-30 1984, to be one of mourning and solidarity with our Arab-American community of some 75,000 people, and we extend our sympathy for all of their suffering and hope for a just peace in the Middle East; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Palestine Human Rights Campaign at its annual conference September 28, 1984.

Alderman Kelley then moved that the foregoing proposed resolution be Adopted by the omnibus vote.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED MARY AND SAM
MONDELLO ON THEIR GOLDEN WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Sam Mondello, longtime residents of Chicago's great southwest side, celebrate fifty golden years of wedded bliss on September 29, 1984; and

WHEREAS, Long active in their community, Mary and Sam Mondello also epitomize

the solidity and goodness of family life: they have two daughters and four grandchildren; and

WHEREAS, Sam Mondello is also very well known in his neighborhood as an excellent barber; he has been employed in that profession for nearly 60 years; and

WHEREAS, Mary and Sam Mondello represent the highest standard of Chicago citizenship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of September, 1984, A.D., do hereby offer our congratulations to Mr. and Mrs. Sam Mondello on their Golden Wedding Anniversary, as well as our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Sam Mondello.

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

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

CONGRATULATIONS EXTENDED HELEN AND STANLEY
NIEDBALA ON THEIR GOLDEN WEDDING
ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Stanley Niedbala, longtime residents of Chicago's southwest side, are celebrating fifty years of wedded bliss on September 29, 1984; and

WHEREAS, Helen and Stanley Niedbala represent the goodness and solidity of family life. They have one daughter and two grandchildren and have always been an active and devoted part of their community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of September, 1984, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Stanley Niedbala on the occasion of their Golden Wedding Anniversary, as well as our best wishes to this outstanding couple for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Stanley Niedbala.

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

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

Presented by

**ALDERMAN KRYSTYNIAK (13th Ward) and
ALDERMAN MADRZYK (23rd Ward):**

*Referred -- AMENDMENT OF CHAPTER 37 OF MUNICIPAL
CODE CONCERNING USE OF FACILITIES AT MIDWAY
AIRPORT DURING SPECIFIED HOURS.*

A proposed ordinance to amend Chapter 37 of the Chicago Municipal Code by the addition of a new section to be known as Section 37-11.1 which would prohibit flight operations at Midway Airport between the hours of 11:00 P.M. and 6:00 A.M., except for medical or law enforcement aircraft operating in the line of duty. -- *Referred to the Committee on Aviation.*

*Referred -- AMENDMENT OF CHAPTER 37 OF MUNICIPAL
CODE CONCERNING USE OF MIDWAY AIRPORT
FACILITIES WITH SPECIFIED
PROVISIONS.*

Also a proposed ordinance to amend Chapter 37 of the Chicago Municipal Code by the addition of a new section to be known as Section 37-11.2 which would prohibit flight operations at Midway Airport between the hours of 11:00 P.M. and 6:00 A.M., except for currently operating non-commercial private aircraft and/or any aircraft operating in an emergency situation. -- *Referred to the Committee on Aviation.*

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred -- PERMISSION GRANTED TO OPERATE NEWSSTAND AT
SPECIFIED LOCATION.*

A proposed order to grant permission to Mr. R. L. Wilson to operate a newspaper stand on the southwest corner of S. California Avenue and S. Ogden Avenue under the terms of the ordinance passed by the City Council on October 15, 1982 (C.J.P. p. 13022). -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Windsor Industries to maintain and use a concrete loading platform in the first east/west public alley north of W. Carroll

Avenue and to be used in connection with 3200-3208 W. Carroll Avenue. -- *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The Florsheim Shoe Company, 130 S. Canal Street -- one canopy;

Val Mar Management Corporation, Inc., 2120-2124 W. Washington Boulevard -- one canopy.

Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Doyle Signs, Inc., to install a sign/signboard at 711 W. Jackson Boulevard for Oak Supply and Furniture Company. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. Tripp Avenue lying between the north line of W. Wrightwood Avenue and the south line of the east-west 16-foot public alley north of W. Wrightwood Avenue for Spiral Binding Company (No. 27-30-84-929); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hagopian, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- APPROVAL OF PLAT OF WEST TOWN SUBDIVISION.

A proposed ordinance directing the approval of a plat of West Town Subdivision in the area bounded by W. Blackhawk Street, N. Paulina Street, N. Milwaukee Avenue and N. Ashland Avenue upon certain conditions. -- *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to White Way Sign Company to install a sign/signboard at 1279 N. Milwaukee Avenue for the West Town Center. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Uhlich Evangelical Lutheran Orphan Asylum to maintain and use as now constructed a utility tunnel containing steam pipes under and across the north/south public alley between N. California Avenue and N. Mozart Street to connect 3731 N. Mozart Street with 3730 N. California Avenue. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were Referred to the Committee on Streets and Alleys, as follows:

Archer, Daniels, Midland Company -- to maintain and use as now constructed a covered bridge over and across N. Laramie Avenue near vacated W. Moffat Street to connect the buildings at 1825 and 1826 N. Laramie Avenue and carrying a conveyer belt, a steam line and a return steam line, etc. for the conveyance of electricity;

Citizens National Bank of Chicago -- to maintain and use as now installed an ornamental clock displaying time and temperature attached to the building at 5200 W. Chicago Avenue.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to A. M. Carson for the installation of a sign/signboard at 6162 N. Lincoln Avenue for McDonald's. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Commercial National Bank of Chicago to construct, maintain and use a one story bridge/passageway over the public alley north of the south lot line of W. Lawrence Avenue connecting the second floors of the buildings at 2412 W. Lawrence and 4800 N. Western Avenues. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 20 feet of the west 82.50 feet of W. Carroll Avenue and the north 31 feet of the west 82.50 feet of W. Carroll Avenue; also, the vacation of the air rights above a horizontal plane 16.5 feet above the top of rail over the north 29 feet of the south 49 feet of the west 94.88 feet of the W. Carroll Avenue between N. Wells Street and N. La Salle Drive for Chicago Title and Trust Company, as Trustee, Trust No. 1080664 (No. 9-42-84-931); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for the issuance of a permit to Feline Inn to maintain and use an existing canopy attached to the building or structure at 1445 N. Wells Street. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HANSEN (44th Ward):

*Referred -- PERMISSION REQUESTED TO CONDUCT
TRUCKLOAD SALE.*

A proposed order to grant permission to the Great Ace, 2818-2822 N. Broadway, to conduct a truckload sale for the period October 12-14, 1984 from 9:00 A.M. to 5:00 P.M. -- *Referred to the Committee on Beautification and Recreation.*

*Referred -- ISSUANCE OF PERMIT TO MAINTAIN
EXISTING CANOPY.*

Also a proposed order for the issuance of a permit to Medici on Surf to maintain and use an existing canopy attached to the building or structure at 2850 N. Sheridan Road. -- *Referred to the Committee on Streets and Alleys.*

Presented by

**ALDERMAN ORBACH (46th Ward) and
ALDERMAN HANSEN (44th Ward):**

TRIBUTE TO THE LATE STEVE GOODMAN.

A proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Steve Goodman, internationally known folk singer and entertainer, while still only in his thirties; and

WHEREAS, Steve Goodman was a native Chicagoan whose family still reside here, and he was a lifelong fan of the Chicago Cubs, who since his death have made the National League playoffs and hopefully the World Series as well; and

WHEREAS, It would be the most fitting tribute to honor this great Chicago Cubs fan by making the first home playoff game at Wrigley Field, where he spent many a leisure day cheering on his favorite team, a tribute to Steve Goodman; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of September, 1984, A.D., do hereby mourn the untimely passing of the great folk singer and Cubs fan, Steve Goodman, and that we extend to his widow, Nancy, his three daughters, and also to his mother and grandmother, who are residents of our great City, our deepest expressions of sympathy and understanding; and

Be It Further Resolved, That October 2, 1984, the date of the first playoff game at Wrigley Field, be known as "Steve Goodman Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Steve Goodman.

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

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN VOLINI (48th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to prepare an ordinance for the vacation of the east-west, 10-foot public alley located at the southwest corner of N. Glenwood Avenue and W. Argyle Street, for Robert Greene, 8-48-84-932; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Volini, the foregoing proposed order was *Passed*.

***Referred* -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.**

Also a proposed order for the issuance of a sign permit to Chicago Rite Lite Sign Company to install a sign/signboard at 5945 N. Clark Street for Donald Duck Hot Dog. -- *Referred to the Committee on Zoning*.

Presented by

ALDERMAN ORR (49th Ward):

OCTOBER 13, 1984 DECLARED PEACE DAY IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Government has the dual responsibility of helping its citizens meet basic needs and of defending the nation; and

WHEREAS, Every government must strike a careful balance between these two critical priorities; and

WHEREAS, Our great nation has greatly increased spending for instruments of war while at the same time has slashed funding for critically-needed programs for employment, education, housing, and cities; and

WHEREAS, The present arms build-up comes at the expense of these other valuable programs; and

WHEREAS, We now recognize that such a build-up does not create as many jobs as would similar spending in the areas of housing, transportation and education; and

WHEREAS, Bloated military spending has proven over the years to be inherently wasteful and inefficient while at the same time creating powerful inflationary pressures on our economy; and

WHEREAS, It is time for us to send this message clearly to those who formulate national policy; and

WHEREAS, The American people have demonstrated a deep and abiding desire for world peace and stability; and

WHEREAS, This desire is being demonstrated locally by a major rally for peace on October 13, 1984, expected to draw thousands of people from around the midwest to our City; and

WHEREAS, This body seeks to lend its voice to the growing chorus for peace, useful federal spending, and responsible foreign policy; now, therefore,

Be It Resolved, That City Council of the City of Chicago hereby declare October 13, 1984 to be Peace Day, and that we commend the work of the October 13 Rally Coalition for organizing this event at a time when we need to join our voices with people around the world who seek a path to a sane and safe future.

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

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

Referred -- APPROVAL OF BUSINESS AREA SIGNAGE PROGRAM
FOR VARIOUS INSTALLATION IMPROVEMENTS.

Also a proposed ordinance for the approval of a business area signage program along and in certain public ways in the 49th Ward, and further to provide for the maintenance and insurance coverage of said improvements. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN STONE (50th Ward) and OTHERS:

CONGRATULATIONS EXTENDED TO GREAT CHICAGO CUBS.

A proposed resolution, presented by Aldermen Stone, Roti and Hansen, reading as follows:

WHEREAS, The Chicago Cubs, after almost forty years, have reached the top of the National League East; and

WHEREAS, Under the auspices of the Tribune Company, and under the leadership of president Jim Finks, general manager Dallas Green and manager Jim Frey, the Cubs have scored victory after victory, often to the surprise and always to the joy of their fans who have shown up from all over the world; and

WHEREAS, The Cubs, whatever their status has been in the past, have always been a source of pride to the citizens of our great City of Chicago, and if attention to this great team at times borders on hysteria, it is well deserved and well intentioned, and Chicago can boast having the most exciting games in the National League; and

WHEREAS, As these great Chicago Cubs approach the National League playoffs and the World Series, the leaders of this great town want them to know that the entire City of Chicago is behind them; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of September, 1984, A. D., do hereby extend our full support and congratulations and the support and best wishes of all the citizens of the City of Chicago to Jim Finks, Dallas Green, Jim Frey and each and every member of the Chicago Cubs Baseball Organization, as well as our gratitude for the most exciting National League season Chicago has had in the past four decades; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Cubs organization for prominent display.

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

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

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, order, etc. described below, were presented by the aldermen named, and were Referred to the Committee on Finance, as follows:

FREE PERMIT:

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital, 111 W. Oak Street -- for remodeling on the premises known as 1025 N. Clark Street.

LICENSE FEE EXEMPTION:

BY ALDERMAN ROTI (1st Ward):

St. Frances X. Cabrini Hospital, 811 S. Lytle Street.

WATER RATE EXEMPTION:

BY ALDERMAN ORBACH (46th Ward):

Anshe Emet Synagogue, 3750-3758 N. Pine Grove Avenue.

WAIVER OF FEE:

BY ALDERMAN VRDOLYAK (10th Ward):

Chicago Transit Authority, 10201 S. Stony Island Avenue -- for building fees.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (SEPTEMBER 6, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 6, 1984 at 10:00 A.M., signed by him as such City Clerk.

Alderman Kotlarz moved to *Correct* said printed Official Journal as follows:

Page 8564 -- by inserting the following language immediately after the fourth line from the bottom of the page:

May 30, 1984
May 30, 1984

May 30, 1984
May 30, 1984

Joseph A. Kulik
Reliance Ins. Co. and Springles Trucking, Inc.,
051-83-01860
Alfonso Roman
Rose A. Russell

May 30, 1984	Arthur Stachurski
May 30, 1984	Jose H. Aristizabal
May 30, 1984	Miriam Drory
May 30, 1984	Myrna J. Bach
May 30, 1984	Sara Kawamoto
May 30, 1984	Jan Kurczak
May 30, 1984	Andre and Barbara Laura
May 30, 1984	Roseann McCarthy
May 30, 1984	Don Metter
May 30, 1984	Jean A. Minaltoski
May 30, 1984	Lorraine Molenda
May 30, 1984	Ms. Stacy Moore
May 30, 1984	Phillip J. Saccente
May 30, 1984	Ms. Leslie Finkelman
May 30, 1984	Partick F. O'Keefe & Co. subrogee Patrick Hall 6L 28126
May 30, 1984	Alexander Park
May 30, 1984	Kenneth S. Haberman
May 30, 1984	Beverly J. Furtado
May 30, 1984	Mary S. Evans
May 30, 1984	Employers Mutual Co. subrogee S.D.R. Cartage Co. MA4 007 730
May 30, 1984	Stephen Balich
May 30, 1984	Francis Annani
May 30, 1984	Allstate Ins. Co. and Donald Damons 2709192666
June 6, 1984	Tom Rigali
June 6, 1984	Economy Fire & Casualty Co. subrogee LeRoy Timpe FB41 210 1 XG4
June 6, 1984	Prudential Property & Cas. Ins. Co. subrogee Thaddeus Grekowicz 104 04071 K19
June 5, 1984	Dushan Petrovich
June 6, 1984	Donald C. Mattes
June 6, 1984	Allstate Ins. Co. subrogee Charles Small 2520117124-FSB
June 20, 1984	Richard A. Wilson
June 20, 1984	Allstate Ins. Co. subrogee Delfin Delgado 1239131267-FSB
June 20, 1984	Allstate Ins. Co. subrogee George Huff 123919790 5RR1
June 20, 1984	Michael W. Brothers
June 20, 1984	Arthur Chabalowski
June 20, 1984	Daniel F. Chaneske
June 20, 1984	Mary S. Evans

June 20, 1984
May 17, 1984
June 20, 1984
June 20, 1984
June 20, 1984

John Falsey
Lester Finkle
Louis Fonseca
Julian Frazin
Ruth Glover

June 20, 1984
June 20, 1984
June 20, 1984
June 20, 1984
June 20, 1984

Richard Gutsell
Philip C. Hamilton
Gilbert C. Johnson
Thomas J. Krydynski
Joyce Lieberman

June 20, 1984
June 20, 1984
June 20, 1984
June 20, 1984
June 20, 1984

Susan Leutheuser
Patricia Murphy
Donald Norsic
Susanne R. Sagodic
Joseph A. Sarelli

June 20, 1984

Louis L. Smith

The motion to Correct *Prevailed*.

Alderman Burke then moved to further *Correct* the said printed Official Journal as follows:

Page 8714 -- by inserting the following ordinances immediately after the sixth line from the top of the page:

Grant to Transo Envelope Co.

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

SECTION 1. Permission and authority are hereby given and granted to Transo Envelope Co., Division of Arvey Corp., upon the terms and subject to the conditions of this ordinance, to maintain a four (4) inch plastic conduit to be used for the transmission of telephone lines. Said conduit is to be placed at a depth of approximately three (3) feet below street grade across N. Kimball Avenue for a distance of ninety (90) feet and connect the telephone facilities at 3349 W. Addison Street with those at 3542 N. Kimball Avenue; for a period of five (5) years from and after May 8, 1984.

The location of said conduit shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said conduit shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privilege in good

Condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Forty and no/100 Dollars (\$240.00) per annum, in advance, the first payment to be made as of May 8, 1984, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result

from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to U. S. Industries, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to U. S. Industries, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) four-inch conduits running under the sidewalk space and across W. 65th Street, a distance of approximately one hundred thirty (130) feet from the building at 6500 W. 65th Street at the northwest corner of S. Natchez Avenue and W. 65th Street, approximately thirty (30) feet west of the center line of N. Natchez Avenue across to the USI Clearing Building located at 6499 W. 65th Street. The above described uses of the

public right-of-way shall exist by authority herein granted for a period of five (5) years from and after September 19, 1984.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of

Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Walther Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Walther Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to install, maintain and use an eight (8) inch water line in the public way located on W. Haddon Street adjacent to 1116 N. Kedzie Avenue. Said water line shall be installed on the south side of Haddon Street and shall connect to the eight (8) inch water main in the alley located at the west end of the street. Said water line shall then run east for a distance of two hundred (200) feet connecting with the building. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Emil Wolper.

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

SECTION 1. Permission and authority are hereby given and granted to Emil Wolper upon the terms and subject to the conditions of this ordinance to maintain and use subsurface space under the sidewalk at the southeast corner of E. Randolph Street and N. Michigan Avenue for the purpose of storage space. Said space will be approximately twenty-three (23) feet in length extending in a northerly direction from the south line of E. Randolph Street and twenty-seven (27) feet in width extending in a westerly direction from the west line of N. Michigan Avenue or approximately six hundred twenty-one (621) square feet, with depth from street grade to lowest portion of said space approximately fourteen (14) feet. Maintenance of said space will be subject to the supervision and jurisdiction of the Department of Streets and Sanitation, and in accordance with the provisions in the City of Chicago's Municipal Code, for a period of five (5) years from and after March 13, 1984, commonly known as 100 N. Michigan Avenue.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Ninety-two and no/100 Dollars (\$1,292.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or

appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000, combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

The motion to correct *Prevailed*.

Alderman Burke then moved to further *Correct* said printed Official Journal as follows:

Page 8846 -- by deleting the printed "Use and Bulk Regulations and Data" and inserting the "Use and Bulk Regulations and Data" printed on page 9767 of this Journal.

The motion *Prevailed*.

Alderman Stone then moved to further *Correct* the printed Official Journal as follows:

Page 8942 -- by deleting the name "Glendale" appearing on the fourteenth line from the top of the page and inserting the name "Glenlake" in lieu thereof.

The motion *Prevailed*.

Alderman Nardulli next moved to *Correct* the printed Official Journal as follows:

Page 8991 -- by deleting the words "Referred to the Committee on License" appearing on the twelfth line from the top of the page and inserting the words "Referred to the Committee on Energy and Environmental Protection" in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (SEPTEMBER 17, 1984).
SPECIAL MEETING.

(Continued on page 9768)

BUSINESS PLANNED DEVELOPMENT NO. _____
 PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>		<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>FAR</u>	<u>% OF LAND COVERAG</u>
Sq.Ft.	Acres			
250,678.17	5.75	Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses*	0.50	40
*exclusive of any principal activity of permanent outdoor storage and service station uses (see statement No. 4 for greater detail).				

GROSS SITE AREA

Net Site Area of 5.75 acres plus Public Right-of-Way Area of 1.07 acres = 6.82 acres

NUMBER OF OFF-STREET LOADING SPACES

Per requirements of B5 General Service Districts.

MINIMUM NUMBER OF PARKING SPACES

264

PERIPHERY SETBACKS AT PROPERTY LINES

West Property Line	20 feet
North Property Line	0
East Property Line	0
South Property Line	30 feet

APPLICANT: Butera Finer Foods, Inc.

DATE: Revised July 9, 1984

(Continued from page 9766)

The City Clerk submitted the printed Official Journal of the Proceedings on the special meeting held on September 17, 1984, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (SEPTEMBER 18, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 18, 1984 at 10:00 A.M. signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

APPROVAL GIVEN TO ISSUANCE OF SUBPOENAS
RELATING TO INVESTIGATIVE HEARINGS ON
NON-RENEWAL OF DR. LOVE'S CONTRACT.

On motion of Alderman O'Connor, the City Council took up for consideration the report of the Committee on Education deferred and published in the Journal of the Proceedings of September 18, 1984, pages 9334 and 9341-9346, recommending that the City Council adopt a proposed resolution concerning the issuance of subpoenas to certain individuals to testify before the Committee on Education relating to the non-renewal of Dr. Ruth Love's contract as Superintendent of the Chicago Public Schools.

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

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Volini -- 28.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus -- 15.

The following is said resolution as adopted:

WHEREAS, The City Council Committee on Education has jurisdiction over all matters generally affecting the education of the citizens of the City of Chicago and matters generally affecting the Board of Education; and

WHEREAS, By call of certain Aldermen of the City Council, the Committee on Education of the City Council was requested to hold investigative hearings into the circumstances surrounding the non-renewal of Dr. Ruth Love's contract as Superintendent of the Chicago Public Schools and the immediate negotiation of a contract for that position with Dr. Manford Byrd; and

WHEREAS, At the initial investigation hearing held on September 4, 1984, allegations made during the testimony concerning the actions and conduct of municipal employees have come into question; and

WHEREAS, It was alleged that the actions and conduct of said municipal employee directly impacted on the decisions of the School Board concerning the non-renewal of Dr. Ruth Love's contract and subsequent negotiations with Dr. Manford Byrd; and

WHEREAS, The Chicago City Council Committee on Education has before it a proposed ordinance relating to an elected School Board; and

WHEREAS, The Chicago City Council Finance Committee shall be taking under consideration the issue of the tax levy for the Chicago Public Schools during the month of September; and

WHEREAS, Written requests for records and testimony sent to those individuals possibly having knowledge of the circumstances described above and specifically relating to the conduct and actions of municipal employees have been refused; now, therefore,

Be It Resolved, By the corporate authorities as evidenced by the favorable vote of the City Council that under Chapter 24, Paragraph 10-4-4 of the Illinois Revised Statutes that subpoenas be issued to compel the production of records and the attendance of all School Board members, Dr. Love and Dr. Byrd before the City Council's Committee on Education who have or may have knowledge of the alleged actions or conduct of municipal employees as described above; and

Be It Further Resolved, That the issuance of said subpoenas include all members of the Board of Education, Dr. Ruth Love and Dr. Manford Byrd; and

Be It Further Resolved, That the City Clerk proceed to comply with this resolution as stated, in substantial compliance to the attached order, a copy of which is attached hereto and made a part hereof.

[Order printed on pages 9770 thru
9773 of this Journal.]

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENAS

Ordered, That the City Clerk is directed to issue subpoenas to secure the attendance and testimony of witnesses and subpoenas to secure the production of books, documents, and papers before the Honorable Patrick J. O'Connor, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Education of the Chicago City Council for the purposes of said Committee. Said subpoenas shall be issued in the following form for the production of witnesses:

State of Illinois)
 County of Cook) ss.
 City of Chicago)

City Council of the City of Chicago
 Chicago, Illinois

TO: _____

Greeting: _____

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education of the Chicago City Council in Room _____, Chicago, Illinois, on the _____ day of _____, 19____, at _____ M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced September 6, 1984, of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.
 (Seal)

 City Clerk

State of Illinois)
 County of Cook) ss.
 City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19____
 Sworn to before me this _____ day of _____, 19____

Said subpoenas shall be issued in the following form for the production of books, documents and papers:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____

Greeting: _____

Pursuant to lawful authority, we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education, in Room _____, Chicago, Illinois, on the _____ day of _____, 19____, at _____ M., or before such other Alderman as may be sitting as Chairman, Vice Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, dated September 6, 1984, of the City Council of the City of Chicago. And that you also diligently and carefully search for, examine, and inquire after and bring with you, and produce at the time and place aforesaid _____

together with all copies and drafts relating to the said documents. And this you shall in nowise omit.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.
(Seal)

City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19____.
Sworn to before me this _____ day of _____, 19____.

And It Is Further Ordered, that the City Clerk sign such forms, affix the seal of the City of Chicago and deliver them to the Chairman of the Committee on Education for the uses of said committee.

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENAS

Ordered, That the City Clerk is directed to issue subpoenas to secure the attendance and testimony of witnesses and subpoenas to secure the production of books, documents, and papers before the Honorable Patrick J. O'Connor, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Education of the Chicago City Council for the purposes of said Committee. Said subpoenas shall be issued in the following form for the production of witnesses:

State of Illinois)
 County of Cook) ss.
 City of Chicago)

City Council of the City of Chicago
 Chicago, Illinois

TO: _____ Greeting: _____

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education of the Chicago City Council in Room _____, Chicago, Illinois, on the _____ day of _____, 19____, at _____ M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced September 6, 1984, of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.

(Seal)

 City Clerk

State of Illinois)
 County of Cook) ss.
 City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19____.
 Sworn to before me this _____ day of _____, 19____.

Said subpoenas shall be issued in the following form for the production of books, documents and papers:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____

Greeting: _____

Pursuant to lawful authority, we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education, in Room _____, Chicago, Illinois, on the _____ day of _____, 19____, at _____ M., or before such other Alderman as may be sitting as Chairman, Vice Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, dated September 6, 1984, of the City Council of the City of Chicago. And that you also diligently and carefully search for, examine, and inquire after and bring with you, and produce at the time and place aforesaid _____

together with all copies and drafts relating to the said documents. And this you shall in nowise omit.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.
(Seal)

City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19____.
Sworn to before me this _____ day of _____, 19____.

And It Is Further Ordered, that the City Clerk sign such forms, affix the seal of the City of Chicago and deliver them to the Chairman of the Committee on Education for the uses of said committee.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

7 students from Oak Park-River Forest High School accompanied by Harold Childress.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday, the twenty-fifth (25th) day of September, 1984, at 10:00 A.M. be and the same is hereby fixed to be held on Monday, the first (1st) day of October, 1984, at 1:00 P.M., in the Council Chamber in the City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 49.

Nays -- None.

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

In response to debate by various members of the City Council, Mayor Harold Washington separated from the Omnibus Vote a proposed resolution presented by Alderman Kelley in Ward Matters, concerning the declaration of the weekend of September 28-30, 1984, as mourning and solidarity with the Arab-American Community.

Alderman Kelley then withdrew his motion to have the said proposed resolution adopted in the Omnibus Vote and moved to *Refer* the resolution to the Committee on Intergovernmental

Relations. The motion *Prevailed* and the said proposed resolution was *Referred to the Committee on Intergovernmental Relations*.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, October 1, 1984, at 1:00 P.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.