

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

COPY



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

Regular Meeting—Wednesday, February 13, 1985

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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent -- Aldermen Brady, Kellam, Cullerton.

Call to Order.

On Wednesday, February 13, 1985, at 11:47 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Quorum present.

On motions made by Aldermen Madrzyk and Sheahan, respectively, it was ordered noted in the Journal that Aldermen Brady and Kellam were absent due to illness.

Invocation.

Reverend Jerrold C. Thorson, Mayfair Lutheran Church, opened the meeting with prayer.

DESIGNATION FOR THE WEEK OF MARCH 11TH THROUGH THE 15TH, 1985 AS "UNICEF SKIP-A-MEAL WEEK IN CHICAGO".

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

WHEREAS, The Mayor, the City Council and the citizens of the City of Chicago share deep concern for problems of national and international dimensions in addition to those of the City itself; and

WHEREAS, The current famine in Ethiopia and in equatorial Africa generally, endangers the lives and welfare of 150 million people and cries out for a common human response; and

WHEREAS, An emergency of that proportion demands immediate response because hunger does not abate without feeding nor suffering without care; and

WHEREAS, Those who now suffer in common are our brothers and sisters; and

WHEREAS, UNICEF, the United Nations Children's Fund, has received the Nobel Peace Prize for its work to aid the world's suffering children; and

WHEREAS, We as citizens of the great City of Chicago can aid the suffering by our sacrifices, thereby discovering the dignity of our common effort and experiencing our common concern on behalf of humanity; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 13th day of February, 1985, do hereby designate the week of March 11th through the 15th, 1985 as UNICEF SKIP-A-MEAL WEEK IN CHICAGO, and jointly call upon the citizens of Chicago to understand the unique chartered calling of UNICEF on behalf of all endangered people throughout the Third World; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to UNICEF.

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

On motion of Alderman D. Davis, the foregoing proposed resolution was *Adopted*, unanimously, by viva voce vote.

Honorable Harold Washington, Mayor, introduced the following representatives from UNICEF: Doris Zollar, John P. Sullivan, Michael Butler, Aaron Freeman, and Bertrand Phillips. They all expressed their thanks to the Mayor and the City Council for adopting the resolution.

The UNICEF Representatives were then warmly applauded by the members of the Council and assembled guests.

TRIBUTE TO LATE STATE REPRESENTATIVE BENEDICT GARMISA.

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

WHEREAS, Benedict Garmisa for many years represented the people of Chicago's 19th District as dean of the Illinois House, leading the fight for first rate public transportation for the City, and continuing that fight until his untimely death last week; and

WHEREAS, He was first elected in 1954, and served in the Illinois House from 1966 to 1983, becoming Chairman of the House Transportation Committee and Chairman of the Regional Transportation Authority's Legislative Advisory Committee, and served with distinction on numerous other boards and commissions; and

WHEREAS, He enjoyed the firm reputation throughout his public career as a man who always kept his word, and served his constituents with devotion and an unparalleled commitment to public service; and

WHEREAS, Representative Garmisa is survived by his widow, Estelle; three sons, Steven, Thomas and Gregg; a daughter, Bonnie and four brothers and four sisters; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 13th day of February, 1985 do hereby recognize Representative Garmisa's contributions to the citizens of this City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to his family.

Alderman Henry 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 Henry, seconded by Aldermen Stone, Santiago, Nardulli, Natarus and Vrdolyak, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Honorable Harold Washington, Mayor, extended his personal condolences to the family of Representative Benedict Garmisa. He then continued to say that he had served in the House of Representatives with him, and the thing that always stood out about "Sparky" was his ability to keep his word. The Mayor also stated that much of the modern day transportation (R.T.A. and C.T.A.) that we have today is due to the hard work and expertise of Benedict Garmisa.

The Mayor then introduced Benedict Garmisa's son Tom, who is an assistant Corporation Counsel for the City. The Mayor wished Tom good luck and continued success in the future.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

***Referred* - AMENDMENT TO ORDINANCE CREATING SPECIAL SERVICE AREA 6.**

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

February 13, 1985.

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 relating to the creation of Special Service Area No. 6.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF ORDINANCE REGARDING LEVY OF
TAXES FOR SPECIAL SERVICE AREA 6.

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

February 13, 1985.

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 regarding the tax levy for Special Service Area 6.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF FIRST SUPPLEMENT
TO RESTATED REDEVELOPMENT AGREEMENT FOR SALE AND
DEVELOPMENT OF BLOCK 16 OF NORTH LOOP 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

February 13, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Mayor to enter into and execute on behalf of the City of Chicago, a First Supplement to the Restated Redevelopment Agreement for the sale and development of Block 16 of the North Loop Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF USE AGREEMENT BETWEEN
CITY AND UNITED AIRLINES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 13, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution of a use agreement entered into between the City of Chicago and United Airlines, Incorporated.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE
BOND FOR PROJECT BY PARKVIEW ASSOCIATES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 13, 1985.

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 providing for the conditional approval of an industrial revenue bond in the amount of \$9,100,000 for the financing of a project by Parkview Associates.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 17 TO HYDE
PARK-KENWOOD CONSERVATION PLAN.

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

February 13, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Housing, I transmit herewith an ordinance approving Amendment No. 17 to the Hyde Park-Kenwood Conservation Plan. This Amendment proposes a land use change from Public Schools to Residential Open Space.

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting on January 22, 1985, 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 – APPROVAL OF SALE OF LAND IN CHICAGO-ORLEANS
URBAN RENEWAL PROJECT (PARCELS I-5 AND I-6).

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

February 13, 1985.

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

LADIES AND GENTLEMEN – At the request of the Commissioner of the Housing, I transmit herewith an ordinance approving the sale of land in the Chicago-Orleans Urban Renewal Project (Parcels I-5 and I-6, 173 West Elm Street; 1041-1049 North Wells Street, respectively).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting on January 22, 1985, 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 – APPROVAL OF SALE OF LAND IN LINCOLN PARK
CONSERVATION AREA (PARCEL R-8, ADJACENT TO
AND EAST OF PROPERTY AT 913 WEST
WILLOW STREET).

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

February 13, 1985.

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 Lincoln Park Conservation Area (Parcel R-8, adjacent to and east of the property at 913 West Willow Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting on January 22, 1985, 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 -- APPROVAL OF SALE OF PARCELS 2 AND 3
IN COMMERCIAL DISTRICT PROJECT 47TH-KEDZIE
TO KEDZIE PLAZA SOUTH ASSOCIATES.

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

February 13, 1985.

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 am transmitting herewith an ordinance, approving the sale of Parcels 2 and 3 in Commercial District Project 47th- Kedzie to Kedzie Plaza South Associates.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on December 4, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

At this point in the proceedings, Mayor Harold Washington welcomed Alderman Vito Marzullo (25th Ward) back to work after his extended absence due to illness.

Alderman Marzullo thanked the Mayor and stated that it was great to be back.

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

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

PROCLAMATIONS.

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

"CIVIL AIR PATROL WEEK IN CHICAGO":

December 1 thru December 7, 1984;

"JEWISH VOCATIONAL SERVICE COMMENDED":

"SAM COOKE DAY IN CHICAGO":

December 11, 1984;

"MRS. FANNIE BOGGUESS DAY IN CHICAGO":

January 6, 1985;

"WEEKEND WITH THE STARS TELETHON FOR CEREBRAL PALSY' DAYS IN CHICAGO":

January 12 and 13, 1985;

"EYE HEALTH CARE MONTH IN CHICAGO":

Month of January, 1985;

"CORPORATE ELECTRONIC PUBLISHING WEEK IN CHICAGO":

Week of January 7, 1985;

"WORLD RELIGION DAY":

January 20, 1985;

"NATIONAL ASSOCIATION FOR LAW PLACEMENT DAY":

January 24, 1985;

"CHICAGO ENERGY AWARENESS WEEK":

January 28, 1985;

"JOHN H. BRYAN, JR., DAY IN CHICAGO":

January 30, 1985;

"MAHATMA GANDHI ANTI-APARTHIED DAY IN CHICAGO":

Jaunary 30, 1985;

"SCHOOL NURSE DAY IN CHICAGO":

January 30, 1985;

"AFRO-AMERICAN HISTORY MONTH IN CHICAGO":

Month of February, 1985;

"CHILDREN'S DENTAL HEALTH MONTH IN CHICAGO":

Month of February, 1985;

"BLACK HISTORY MONTH":

Month of February, 1985;

"ASIAN AMERICAN DAY":

February 2, 1985;

"E/R EMERGENCY ROOM DAY IN CHICAGO":

February 3, 1985;

"VOCATIONAL EDUCATION WEEK":

Week of February 3, 1985;

"INTERNATIONAL FORGIVENESS WEEK IN CHICAGO":

February 3-9, 1985;

"AMERICAN BALLET THEATRE DAY IN CHICAGO":

February 5, 1985;

"BUDWEISER GREAT KINGS AND QUEENS OF AFRICA DAY IN CHICAGO":

February 4, 1985;

"VOLUNTEER INCOME TAX ASSISTANCE WEEK IN CHICAGO":

February 5-11, 1985;

"GIRL SCOUT COOKIE SALE MONTH":

February 8-22, 1985;

"HEARTS AND MINDS FOR AFRICA DAY":

February 13, 1985;

"ENGINEERS WEEK IN CHICAGO":

February 17-23, 1985;

"LITHUANIAN INDEPENDENCE DAY IN CHICAGO":

February 17, 1985;

"BROTHERHOOD/SISTERHOOD WEEK":

February 17 thru February 23, 1985;

"NATIONAL NUTRITION MONTH":

Month of March, 1985;

"STUDENT COUNCIL DAY IN CHICAGO":

March 5, 1985;

"POST OFFICE CAREER CONFERENCE DAYS IN CHICAGO":

March 8, 9 and 10, 1985;

"HOLOCAUST COMMEMORATION MONTH IN CHICAGO":

Month of April 1985;

"CONSUMERS WEEK IN CHICAGO":

April 22-28, 1985;

"POLICE WEEK IN CHICAGO":

May 12-28, 1985;

"MOTHER McAULEY HIGH SCHOOL VOLLEYBALL TEAM COMMENDED".

ACCEPTANCE AND BOND UNDER ORDINANCE.

The acceptance and bond of Commercial National Bank of Chicago, under an ordinance passed on October 31, 1984 (bridge/passageway); filed on February 2, 1985.

**STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX PROJECTS.**

Also communications from Sigmund C. Ziejewski, District Engineer, under dates of January 25, 28 and February 4, 1985 announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

September 6, 1984.

Execution of Agreement authorized for rehabilitation of Harrison Street Viaduct;

September 18, 1984.

Execution of Agreement authorized between City and State for improvement of portion of Desplaines Street;

Execution of Agreement authorized between City and State for removal of abandoned railroad crossings at various locations;

Execution of Agreement authorized between City and State for improvement of portion of Cottage Grove Avenue;

Execution of Agreement authorized between City and State for improvement of portion of Ontario Street;

October 16, 1984.

Amendment to Agreement authorized between City, State and Chicago and Western Indiana Railroad Company for improvement of various railroad crossings;

Funds authorized for repairs to pavement;

Funds authorized for street cleaning maintenance;

Funds authorized for snow and ice control maintenance;

Funds authorized for new street construction at various locations (81-05040-00- PV);

Funds amended for new street construction at various locations (82-05042-00- PV);

Funds amended for new street construction (79-05037-00-PV);

Funds amended and authorized for new street construction (78-05033-00-PV);

Funds amended for new street construction (78-05035-00-PV);

Funds authorized for new street construction at various locations (81-05041-00- PV);

October 31, 1984.

Authority granted for use of Motor Fuel Tax Funds concerning installation of traffic signals on 87th Street between S. Dobson and S. Greenwood Avenues;

Funds amended for construction of traffic control signals at N. Western Avenue and W. Foster Avenue;

Execution of Agreement authorized with City, State and Village of Oak Park for improvement of Austin Boulevard;

Execution of Agreement authorized between City and State for improvement of intersections at 87th Street;

November 28, 1984.

Authority granted to execute City/State Project Agreement concerning improvement of West Plaza of 23rd Street Viaduct at Dr. Martin Luther King, Jr. Drive;

Authority granted to execute City/State Project Agreement for improvement of various intersections;

December 12, 1984.

Authority granted to execute City/State Project Agreement concerning traffic signal modernization at intersection of Sheffield, Wrightwood and Lincoln Avenues;

Authority granted for execution of City/State Project Agreement for improvement of Hamlin Boulevard between Congress Parkway and Lake Street;

January 23, 1985.

Allocation of funds representing City's contribution to Chicago Transit Authority.

**City Council Informed as to Publication
of Journals.**

January 31, 1985.

(Special Meeting).

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on January 31, 1985, 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 February 11, 1985, 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 January 31, 1985, 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.

February 4, 1985.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on February 4, 1985, 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 February 11, 1985, 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 February 4, 1985, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

**Miscellaneous Communications, Reports, 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:

**CHICAGO BOARD OF HEALTH RULES AND REGULATIONS
PERTAINING TO FOOD SANITATION.**

A communication from the Department of Consumer Services, transmitting the Chicago Board of Health Rules and Regulations pertaining to sanitation practices in food dispenser

establishments and in food purveyor establishments, as per Chapter 130 of the Municipal Code of Chicago. -- *Placed on File.*

**ZONING RECLASSIFICATION OF PARTICULAR
AREA.**

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

Elvira Artega and Jorge Artega -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 6-I bounded by

W. 23rd Street; S. Sacramento Avenue; a line 44.70 feet south of W. 23rd Street; and the alley next west of S. Sacramento Avenue.

CLAIMS AGAINST CITY OF CHICAGO.

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

Aetna Life and Cas. Co. and Kathleen Szczech and James M. Lucas, Allstate Ins. Co. (2)
Lane Idelman and William Gibson, A to Z Electric Company;

Bekken Dean D., Boyd Jarrell and Co., Branstetter Emory E., Brody Carl E.;

Camarillo Sylvester, Carmichael Alexis, Courtney Ronald E., Crawford J. Scott;

Doyle Signs, Inc.;

Economy Fire and Cas. Ins. Co. and Fred Reynolds;

Faulhaber Melissa;

Gordon Robert H., Griffin Daniel J.;

Hanover Ins. Co. and Robert Fehringer, Hoppe Everett, Hughes Robert;

Illinois Dept. of Transportation;

Kasir Yonan R., Kopriva James, Kowalski Maria;

Manuel Ida B., Minella John A., Mitrofski Steven C.;

Nkansa Seth;

Pajkos Geraldine M.;

Rath Richard M., Reipsa John J., Rodriguez Rodolfo, Rojas Arturo and Maria;

Samuel Dr. S., Schlesner Erich, Soder Florence, State Farm Ins. Co. and Joseph LaGreco;

Walsh Edward, Williams Eugene and Dorothy.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL GIVEN TO SITES DESIGNATED BY PUBLIC BUILDING COMMISSION FOR CONSTRUCTION OF ELEMENTARY SCHOOL FACILITIES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, designating certain sites by the Public Building Commission of Chicago for construction of elementary school facilities for the Chicago Board of Education.

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

Yeas – Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone – 42.

Nays – None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance created the Public Building Commission of Chicago to assist in the acquisition and funding of public buildings, improvements and facilities; and

WHEREAS, On July 12, 1956, the Board of Education of the City of Chicago joined in the organization of the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago has heretofore participated in a program for the construction of public schools and other educational facilities in cooperation with the Public Building Commission of Chicago; and

WHEREAS, It is now deemed expedient, necessary and desirable by the Board of Education of the City of Chicago to construct elementary school classrooms at various sites adjacent to existing school facilities indicated herein; and

WHEREAS, By Resolution dated September 12, 1984, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to plan, fund and construct elementary school facilities in the various Board of Education projects specified herein; and

WHEREAS, Chapter 122, Article 34, Section 21.1 of the Illinois Revised Statutes grants to the Board of Education of the City of Chicago the authority to lease from the Public Building Commission any real or personal property; and

WHEREAS, The Board of Education will enter into a net lease for this project with the Public Building Commission of Chicago, non-cancellable in any event, under the terms of which the Board of Education will pay such amounts of rent as will amortize all costs and expenditures incurred in connection with the projects, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which the Bonds will be amortized in not more than twenty years; and

WHEREAS, The lease or leases, if any, for such project shall provide for the conveyance by the Commission to the City of Chicago, in Trust for the Use of Schools, of the property specified herein at such time or times as all principal and interest on the revenue bonds, if any, issued in connection with the projects and the accrued and unpaid expenses of the Commission with respect to the projects have been paid in full; and

WHEREAS, In the event that permanent financing for these projects undertaken by the Commission at the request of the Board is not consummated for any reason whatsoever, not due to the gross negligence of the Commission, the Board will fully reimburse the Commission for all interim borrowing incurred on behalf of the Board, either from legally available funds or will enter into a lease for such purpose or by a combination thereof, which such reimbursement shall be made, or lease entered into, prior to the maturity of any note evidencing such interim borrowing; and

WHEREAS, The Public Building Commission of Chicago, pursuant to the provisions of the Public Building Commission Act, has selected, located and designated the following described areas as sites to be developed and improved by the construction of elementary school facilities for the Board of Education; and

WHEREAS, The subject areas are situated wholly within the territorial limits of the City of Chicago, are conveniently located and are of sufficient size to provide appropriate architectural setting and design; and

WHEREAS, Pursuant to Section 14 of the Public Building Commission Act, the Public Building Commission of Chicago has requested that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following described sites, heretofore selected, located and designated by the Public Building Commission of Chicago, for the construction of elementary school classrooms adjacent to existing facilities of the Board of Education:

BE-54

*Darwin Elementary School
3116 W. Belden Avenue*

Lots 19 to 33, inclusive, and vacated alley adjoining Lots 19 to 24, inclusive, in Fricke and Dose Subdivision of the West 10 acres of the South 20 acres of the North 43.39 acres in the Northwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

also

Sub Lots 1 to 6, inclusive, and vacated alley adjoining Lots 1 to 6, inclusive, of Resubdivision of Lots 20 to 26, inclusive, also Lots 12 to 19, inclusive, in Block 1 in Blanchards Subdivision of that part of the North 22 Rods of the Northwest quarter of Section 36, Township 40 North, Range 13 (lying West of Milwaukee Avenue) East of the Third Principal Meridian in Cook County, Illinois;

also

That part of Darwin Terrace (West Medill Avenue) vacated by document recorded 4/26/23 and 6/15/26 Document Nos. 7901116 and 9309008, respectively.

BE-55

*Goethe Elementary School
2236 N. Rockwell Street*

Lots 1 to 16, inclusive, in Greenwood's Subdivision of Lot 3 of John Gray's Subdivision of the 8 acres lying East of and adjoining the West 25 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

also

Lot 4, also Sub Lots 1 to 7, inclusive, in Morse's Subdivision of Lots 5 to 8, inclusive, all in Gray's Subdivision of the 8 acres lying east of and adjoining the West 25 acres (lying Northeast of Milwaukee Avenue) of the Northeast quarter, in Section 36, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

BE-58

*Gary Elementary School
3740 West 31st Street*

All of Block 19 of Steels Subdivision of the Southeast quarter and the East half of the Southwest quarter in Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

BE-59

*Haines Branch Elementary School
West 19th Street at South State
and South Federal Streets*

Lots 1 to 6, inclusive, in Block 30 in Canal Trustee's New Subdivision of Blocks in the East part of the Fractional Southeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

also

Lots 1 to 10, inclusive, in Steven's Subdivision of Lots 2 to 4, inclusive, in Block 31 in Canal Trustee's New Subdivision, aforesaid;

also

Lot 1 in Block 31 in Canal Trustee's new Subdivision of Blocks in the East part of the Fractional Southeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, aforesaid;

also

Vacated alley in Block 31 as recorded September 1, 1976, as Document No. 23620859.

SECTION 2. This ordinance shall be effective immediately upon the passing thereof.

**AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AND LOAN AND SECURITY AGREEMENTS WITH
SOLAR SPRING, INCORPORATED.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of a redevelopment agreement and a loan and security agreement with Harry W. Bestow, et al., owners of Solar Spring, Inc., whereby land write-down funds will be given to assist the company in relocating from 1456 N. Kilpatrick Avenue to 4304 W. Wabansia Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

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 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 \$656,000 to be used to make low interest fixed rate loans to start up and expanding businesses; and

WHEREAS, The Economic Development Administration of the United States Department of Commerce has granted funds to the City to be used pursuant to the Chicago Plan for Economic Development's Cooperative Land Purchase Program which encourages industry to acquire facilities in the City through property acquisition financial assistance; and

WHEREAS, Harry W. Bestow, Arlene C. Bestow, David Diaz and Gudelia Diaz, owners of Solar Spring, Inc. have, as individuals, made application to the Department of Economic Development for a Land Cost Write-Down in the amount of \$34,631 to acquire and lease property at 4304 West Wabansia to Solar Spring, Inc.; and

WHEREAS, Solar Spring, Inc. has made application to the Department of Economic Development for a low interest fixed rate loan in the amount of \$40,000 to permit Solar to relocate and expand its operations from 1456 North Kilpatrick to the Wabansia property, which among other things is expected to create an estimated 15 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the applications for the land write-down and low interest loan; 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 Land Cost Write-Down Redevelopment Agreement in the amount of \$34,631 with Harry W. Bestow, Arlene C. Bestow, David Diaz and Gudelia Diaz to aid in the acquisition of an abandoned manufacturing facility from the Schwinn Bicycle Company, which in turn will be leased to Solar Spring, Inc., said agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized upon

the granting of satisfactory security, to enter into and execute a Loan and Security Agreement providing for the City to loan Solar Spring, Inc. \$40,000 to assist Solar to relocate and expand its manufacturing operations from 1456 North Kilpatrick to 4304 West Wabansia, said agreement to be substantially in the form attached hereto as Exhibit B.

SECTION 3. 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 aforesaid agreements.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

Exhibits A and B attached to this ordinance read as follows:

Exhibit A

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("DED"), Harry W. and Arlene C. Bestow; David and Gudelia Diaz, individuals residing at 7370 Forest Hill Road, Burr Ridge, Il, (collectively, "Purchaser"), Schwinn Bicycle Company, with offices at 1856 North Kostner, Chicago, Illinois 60639 ("Seller"), and Solar Spring Company, an Illinois Corporation with offices at 1436 North Kilpatrick, Chicago, Illinois 60651 (Developer (Lessee)).

Recitals:

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

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

Whereas, DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated September 14, 1984 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 4304 West Wabansia, Chicago, Illinois 60651 ("Property") for the total amount of \$215,000.00, which Purchaser will improve and upgrade as to heating and electric and use to consolidate existing operations in order to expand its current level of production and employment in its manufacture and distribution of springs and related wire products operations ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$0.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated _____, approved Purchaser's request; and

Whereas, the Project will result in the retention of 43 permanent jobs, and create an estimated 8 to 10 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$_____ times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall prepare or cause Developer to prepare the Property for expansion of Developer's current use as a manufacturer and distributor of springs and related wire products in the facility of approximately 69,200 square feet. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than June 1, 1985.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 52 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

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

(c) The sale and conveyance shall, in any event, be closed no later than January 31, 1985.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than June 1, 1985.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser 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 to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Neither Purchaser nor Developer shall close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Solar Spring Company business or a sale of Solar Spring Company assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Solar Spring Company (or its successor interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

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

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives not Individually Liable.

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

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, in which the defaulting party realizes a profit (defined as sale proceeds less payoff of all then existing permitted encumbrances as set forth in Section XI, if any, plus Purchaser's cash contribution to the original acquisition; plus reasonable and customary costs of sale, in excess of \$ _____), the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of such sale, assignment, conveyance or transfer at the Prime Rate.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal

law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

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

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

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

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser and/or Gibraltar.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser: Harry W. Bestow
2370 Forest Hill Road
Burr Ridge, Illinois 60525

If to Seller: Schwinn Bicycle Company
1856 North Kostner
Chicago, Illinois 60639

If to Developer: Solar Spring Company
4304 North Wabansia
Chicago, Illinois 60651

(c) 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.

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

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibit B

Loan and Security Agreement.

This Agreement is entered into and executed as of _____ day of _____, 19_____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, and Solar Spring, Inc., an Illinois corporation, with principal offices at 1456 North Kilpatrick, Chicago, Illinois ("Borrower").

Recitals:

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

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

Whereas, DED has funds available to it from the State of Illinois in the amount of \$656,000; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$40,000 ("Loan") for the purpose of working capital to permit expansion of its manufacturing operations at a new leased facility located at 4304 West Wabansia, Chicago, Illinois;

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01. "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02. "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03. "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04. "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05. "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06. "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07. "Property" shall mean that certain real estate located at 4304 West Wabansia, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon which is to be leased by Borrower.

2.08. "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09. "Senior Lender" shall mean Pioneer Bank and/or Greater North Pulaski Local Development Corporation.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01. The principal sum of the Loan shall be \$40,000.00.

3.02. The term of the Loan shall be 5 years.

3.03. The rate of interest charged on the Loan, per annum, shall be seventy-five percent (75%) of that rate of interest charged by First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date of this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be 1 April, 1985.

3.04. Repayment of the Loan shall be in 60 equal monthly installments of principal (plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above). Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

3.05. Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes of working capital, and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01. Inventory;

4.02. Goods (other than inventory) equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.03. Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably

satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.04 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$220,400.

4.06 Borrower agrees that David Diaz and Harry Bestow shall personally guaranty the Loan.

Section 5. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

5.01 All representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

5.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or By-laws, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except

those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

5.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a third secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 5.03.

5.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financials).

5.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

5.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. (In addition, Borrower shall submit to DED quarterly statements of Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.)

5.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 6. Maintaining Records/Right To Inspect.

6.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the State of Illinois ("State") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all 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 Lender and State.

6.02 Any duly authorized representative of the Lender or State shall, at all reasonable times, have access to all portions of the Project.

6.03 The rights of access and inspection provided in this Section 6 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 7. Jobs.

7.01 Borrower shall use its best efforts to maintain approximately 52 present full-time jobs; and shall use its best efforts to create approximately 15 new, permanent jobs within 36 months after execution of this Agreement.

7.02 Borrower shall report in writing to DED as DED may from time to time request, the numbers and kinds of jobs maintained, created and filled.

Section 8. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender 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 except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination

of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 8, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate their loans.

Section 9. Remedies

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 8 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of 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 of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender 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 in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender 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 a 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 reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 10. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender

thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

Section 11. Equal Employment.

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

11.1 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. Borrower will take affirmative action to ensure that 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: (a) 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 non-discrimination clause.

11.2 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.

11.3 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 who breaches this covenant.

Section 12. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Lender, 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 any association or relationship involving Lender.

Section 13. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 14. Limitation of Liability.

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

Section 15. Non-Assignability.

15.01 Borrower may not sell, assign or transfer this Agreement.

15.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 16. Additional Provisions.

16.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

16.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If To Lender: Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If To Borrower: Solar Spring, Inc.
1456 North Kilpatrick
Chicago, Illinois 60639
Attention: David Diaz

With Copies To: Corporation Counsel of the City of Chicago
Room 511-City Hall
121 North LaSalle Street
Chicago, Illinois 60602

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

16.03 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.

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

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

**EXECUTION OF LOAN AND SECURITY AGREEMENT
AUTHORIZED FOR PHASE II, INCORPORATED
PROJECT.**

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 Phase II, Inc., to assist in the expansion of their business.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

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 United States Department of Housing and Urban Development has made available to the City of Chicago through the federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Phase II, Inc., an Illinois corporation has made application to the Department of Economic Development to borrow \$100,000 for purposes of leasehold improvements and purchasing machinery which will result, among other things, in the creation of an estimated 13 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Phase II, 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 Phase II, Inc., pursuant to which the City will loan \$100,000 to Phase II, Inc. to assist Phase II, Inc. to expand its graphic design service operations, said Loan and Security Agreement to be substantially in the form hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

Exhibit A attached to this ordinance reads as follows:

This Agreement is entered into and executed this _____ day of _____, 19____, by and between the City of Chicago, Illinois, a Municipal corporation, by and through its Department of Economic Development ("Lender"), having its offices at 20 North Clark Street, Chicago, Illinois, and Phase II, Inc., an Illinois corporation, with principal offices at 155 North Michigan Avenue, Chicago, Illinois ("Borrower").

Recitals:

Whereas, Borrower has offices at 155 North Michigan Avenue, Chicago, Illinois; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for business expansion purposes; and

Whereas, Borrower has agreed to provide adequate security to Lender.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. The Recitals above are incorporated herein and made a part of this Agreement.

Section 2. Consideration.

Lender hereby agrees, in consideration of Borrower executing this Agreement and agreeing to be bound by its terms to make the Loan to Borrower.

In consideration of Lender making the above-mentioned Loan, Borrower agrees for itself, its successors and assigns, to be bound by the terms of this Agreement.

Section 3. Loan.

Lender agrees to loan Borrower the sum of \$100,000 to be used for Borrower's business expansion on the following terms and conditions:

- A. The term of the Loan shall be for 5 years from execution date of this Agreement.
- B. The Loan shall bear interest at the rate of 75% of the Prime Rate per annum simple interest on the principal balance outstanding from time to time.
- C. Repayment shall be made as follows:

- a) for months 1-60 equal monthly payments of principal and interest based upon a 60 month amortization schedule;
- b) all payments shall be made on or before the 25th day of the month commencing the first full month after disbursement of Loan proceeds.

Section 4. Grant of Security Interest.

A. As security for the payment by Borrower of the Loan, its obligations hereunder and all other obligations of Borrower to Lender, Borrower hereby grants Lender a security interest in all personal and real property owned by Borrower.

Lender's security position shall be subordinate to that of Chicago Bank of Commerce the senior lender in an amount not to exceed \$150,000.

B. The aforesaid grant of security interest shall be a condition precedent to any disbursement of proceeds under the Loan.

Section 5. Representations and Warranties of Borrowers.

Borrower represents and warrants to the Lender that:

A. Corporate Status. It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

B. Corporate Power and Authority. It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the Agreement and all documents and instruments called for therein has been taken.

C. Binding Agreements. This Agreement constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with its terms; the Note will, when issued by the Borrower, constitute the legal, valid and binding obligation of the Borrower enforceable against Borrower in accordance with its terms.

D. No Violation of Agreements. It is not in default in any respect under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by Borrower of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

E. The office where the Borrower keeps Borrower's books and records concerning the Secured Property and Borrower's chief place of business and chief executive office is and will be located at the address of Borrower set forth on the first page of this Agreement.

Section 6. Maintaining Records and Right to Inspect.

All Borrower's books, records and other documents relating directly to the receipt and disbursement of the Loan shall be subject to audit and examination by any duly authorized representative of the Lender. Such right shall extend until one year after the total amount of the Borrower Loan, including principal and all accrued interest, is repaid by Borrower to Lender.

Section 7. Reporting Requirements.

Borrower is required to submit to Lender its annual financial statements audited by an independent certified public accountant satisfactory to the Lender, or, in the event such audited financial statements have not been compiled, a statement certified by an officer of Borrower, until the period set forth in Section 6 of the Agreement.

Section 8. Access to Project.

Borrower agrees that for the period set forth in Section 6 of this Agreement, any duly authorized representatives of Lender shall have, during normal business hours, access to any portion of premises owned, leased or otherwise occupied by Borrower.

Section 9. Time of the Essence.

Time is of the essence under this Agreement.

Section 10. Prohibition Against Transfer of Property.

Borrower, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section 4 of this Agreement or any interest therein, or agree to do any of the same without the prior written approval of Lender.

Section 11. Limitation Upon Encumbrance of Property.

During the term of the Loan, Borrower shall not engage in any additional financing or any other transaction creating any lien or other encumbrance upon the Secured Property, other than the lien granted pursuant to this Agreement.

Section 12. Events of Default.

A. Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by Lender:

(1) Borrower shall fail to make any payment of principal or interest on the Note when the same becomes due and payable and said failure shall continue for a period of ten days;

(2) If Borrower fails to perform or observe any covenant, agreement or condition contained in this Agreement or in the Note, and said failure shall continue for a period of 60 days after notice from Lender;

(3) If any representative or warranty of Borrower contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date of such representation or warranty was made or deemed to have been made;

(4) Other Indebtedness. Any indebtedness of Borrower is not paid at maturity or becomes due and payable prior to its expressed maturity by reason of any default by Borrower in the performance or observance of any obligation or condition;

(5) Insolvency. Borrower becomes insolvent or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for Borrower or any property thereof; or, in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for Borrower or for a substantial part of the property of Borrower and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against the Company and if instituted against Borrower is consented to or acquiesced in by Borrower remains for 60 days undismissed; or any warrant of attachment is issued against any substantial portion of the property of Borrower which is not released within 60 days of service;

(6) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section 4 of this Agreement; or the occurrence of a levy, seizure or attachment of such property;

(7) If any material statement, report or certificate made or delivered by Borrower or any of its officers, employees or agents, to Lender is not true and correct;

(8) If Borrower fails to pay any of its liabilities, when due and payable or declared due and payable;

(9) If Borrower is enjoined, restrained or in any way prevented by court order from conducting all of any material part of its business affairs, or if a petition under any chapter of the United States Bankruptcy Code or any similar law or regulation is filed against Borrower for its dissolution or liquidation;

(10) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency.

B. No Waiver By Delay. Any delay by Lender in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by Borrower shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that Lender should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact be made by Lender with respect to any specific default by Borrower under this Section be considered or treated as a

waiver of the rights of Lender with respect to any other defaults or of the same default on a future occasion made by Borrower under this Section.

Section 13. Remedies Upon Default.

A. In the case of the occurrence of an Event of Default pursuant to Section 12 the Note shall, at the discretion of Lender, without notice to Borrower or any other person, immediately become due and payable in full, together with all interest accrued thereon.

B. In the event of the occurrence of any Event of Default pursuant to Section 12, Lender may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(1) Any remedy contained in this Agreement;

(2) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law.

Section 14. Equal Employment Opportunity.

A. Borrower agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d) and its regulations as promulgated in 15 CFR Subtitle A, Part 8, and any amendments thereto; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and any amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this Agreement as set forth in Section 6.

B. Borrower will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, handicap or sex. Borrower will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, religion, handicap or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, 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.

C. The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section 15. Environmental Considerations.

The company assured the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section 16. Location of Facilities.

Borrower pledges to Lender that its facilities which are either to be constructed and/or improved with the proceeds of this Loan are located at 155 North Michigan Ave., Chicago, Illinois, and that in occupying these facilities they are not relocating from another labor area nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. Borrower's expansion into the above-described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section 17. Governing Law.

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section 18. Additional Covenants and Conditions.

A. Affirmative Covenants. Borrower will:

(1) Promptly notify Lender if and when any of Borrower's Equipment is placed in locations other than those identified in the Agreement.

(2) Maintain, preserve and keep its plants and properties in good repair, working order and condition.

(3) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or an affiliate of Borrower, or the closing of any existing places of business of Borrower or any affiliate of Borrower, of any changes in the name of Borrower or any affiliate of Borrower, or the use of any trade names by Borrower in its billing or any affiliate of Borrower, or of any material change in the condition of the Secured Property.

(4) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower.

(5) Reimburse Lender on demand for all costs and expenses including reasonable Attorney's Fees, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement.

(6) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance, and of the institution of any suit or administrative proceeding which may materially and adversely affect the operations, financial condition or business of Borrower's or Lender's security interest in the Secured Property.

Section 19. Severability.

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, Borrower and Lender have caused this Agreement to be signed in their names and on their behalf as of the _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

**EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED TO
ASSIST EDWIN DOUGHERTY IN PURCHASE OF SID SHERMAN
MUSICAL INSTRUMENT 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 Edwin Dougherty to assist in the purchase of Sid Sherman Musical Instrument Company, Inc.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

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 \$656,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Mr. Edwin Dougherty, has made application to the Department of Economic Development to borrow \$45,000 for the acquisition of Sid Sherman Musical Instrument Company, Inc.; and

WHEREAS, The Economic Development Commission has approved the application of Mr. Edwin Dougherty; 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 Mr. Edwin Dougherty pursuant to which the City will loan

\$45,000 to Mr. Edwin Dougherty, to assist Mr. Edwin Dougherty in the acquisition of a Music Store operation, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A

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 Sid Sherman Musical Instrument Company, Inc. ("Borrower") at 226 South Wabash Avenue, having its principal offices at _____, Chicago, Illinois 606____.

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 \$656,000 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 acquire and expand its existing musical instrument business located at 226 South Wabash Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

Whereas, Borrower has made application to DED to borrow \$45,000 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 \$45,000; 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

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 retain 5 permanent hirings to its work force and make all new hirings from 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. Amendments 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:

Mr. Edwin Dougherty
Sid Sherman Musical Instrument Co.,
226 South Wabash Avenue
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.

[Signature forms omitted for printing purposes.]

Exhibits A, B, C, D and E attached to the foregoing Loan and Security Agreement read as follows:

Exhibit A

To Loan and Security Agreement.

1. The City shall lend Borrower \$45,000 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 \$232,500.
 - (b) Borrower shall borrow from Seaway National Bank at least \$120,000, 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 \$45,000.
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 \$120,000.
 - (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 of 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 _____ 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 _____ equal amounts and deducting said amounts from each of the final _____ 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 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 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;

(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;

(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 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 any may be exercised by any assignee thereof. Borrower agrees that it 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 Edwin Dougherty.

Exhibit D

First Source Agreement.

The First Source Agreement for recruitment, referral, and replacement 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; and

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.

Section 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.

Section 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)
- 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.

Section 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 track 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.

Section 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.

Section 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.

Section XI. 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 judgment 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.

(Signature forms omitted for printing purposes.)

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.

[Attachments A, B, and C are printed on pages 13492
thru 13495 of this Journal.]

ATTACHMENT A

FIRST SOURCE PROSPECT NOTIFICATION

City of Chicago
Mayor's Office of Employment & Training

Date of Referral: _____

NAME OF PROSPECTIVE

CONTRACTOR or EMPLOYER: _____

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:

Job Title	Yearly Salary	No. of Positions	Training Needed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 progr
(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 the job (s)? Yes _____ No _____
If yes, please attach an itemized list (with prices) of tools required for each posit
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 _____ %

Height (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
180 N. LaSalle 3rd Floor
Chicago, Illinois 60601

TRANSFER OF FUNDS AUTHORIZED IN COMMISSION ON
WOMEN'S AFFAIRS.

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 1985. 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
Publications	100-3430-150	\$900.00

TO:

Account	Number	Amount
Stationary and Office Supplies.	100-3430-350	\$900.00

SECTION 2. That the sole purpose of this transfer of funds is to fund the purchase of stationery and office supplies.

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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS DECREASED TO CLOSE OUT
SPECIFIED PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, decreasing the allocation of Motor Fuel Tax Funds to close out specified projects.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

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

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

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

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

[List attached to this ordinance is printed on page 13498
of this Journal.]

EXECUTION OF CITY/STATE PROJECT AGREEMENT
AUTHORIZED FOR IMPROVEMENT OF DIVERSEY
PARKWAY BETWEEN CHICAGO RIVER AND
SHERIDAN ROAD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project

(Continued on page 13499)

	<u>COLUMN 1</u>	<u>COLUMN 2</u>	<u>COLUMN 3</u>	<u>COLUMN 4</u>	<u>COLUMN 5</u>	<u>COLUMN 6</u>
<u>M.F.T</u> <u>PROJECT</u> <u>NUMBER</u>	<u>LOCATION</u>	<u>DATE & PAGE</u> <u>OF</u> <u>COUNCIL ORDER</u>	<u>AMOUNT OF</u> <u>COUNCIL</u> <u>ORDER</u>	<u>AMOUNT OF</u> <u>M.F.T. REQUESTS</u> <u>TO STATE OF ILL.</u>	<u>AMOUNT TO BE</u> <u>TRANSFERRED TO</u> <u>UNOBLIGATED MFT FUND</u>	<u>AMOUNT OF</u> <u>AMENDED</u> <u>COUNCIL ORDER</u>
5022	NEW STREET CONSTRUCTION SUNDRY LOCATIONS M.F.T. #5022	4-21-82 PAGE 10292-3	\$1,230,000.00	\$908,129.12	\$7,067.14	\$901,061.98
5023	NEW STREET CONSTRUCTION SUNDRY LOCATIONS M.F.T. #5023	11-14-81 PAGE 7821-2	1,350,000.00	788,669.63	30,449.59	758,220.04

DECEMBER 2, 1984

(Continued from page 13497)

Agreement for the improvement of Diversey Parkway between the Chicago River and Sheridan Road.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature at 12:29 P.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Diversey Parkway between the Chicago River and Sheridan Road described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1984, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

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

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

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

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the widening and reconstruction of Diversey Parkway between the Chicago River and Sheridan Road. The roadway will be widened to a uniform 40-foot pavement width and the existing pavement and pavement base will be removed and replaced. Curbs and gutters will be reconstructed. Broken sidewalks will be replaced where necessary and sidewalk ramps for the handicapped will be provided.

Two railroad grade crossings on Diversey Parkway (at Lakewood Avenue, and east of Wolcott Avenue) will be removed as a part of this project.

Traffic signals will be modernized at the intersection of Diversey Parkway with Clark Street and Broadway, and new signal heads will be installed at the intersection of Diversey Parkway and Ashland Avenue. Existing traffic signals at other intersections within the project limits will have signal heads relocated from pole mounts to mast-arm mounts. Some traffic signal poles will also be relocated.

Street lighting will be replaced where necessary and utility structures will be adjusted in order to accommodate the new pavement width. Pavement markings will be installed and all other appurtenances necessary to complete the project will be provided.

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

Contract Construction	\$3,250,000
Force Account Construction	\$150,000
Construction Engineering/Supervision	<u>\$340,000</u>
TOTAL:	\$3,740,000

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

Federal-Aid Share (IX) (85% of \$3,740,000)	\$3,179,000
Non-Federal Share (State) (15% of \$3,740,000)	<u>\$561,000</u>
TOTAL:	\$3,740,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$617,000, with any non-federal share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1987.

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

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

[Signature forms omitted for printing purposes.]

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

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

EXECUTION OF AGREEMENT AUTHORIZED WITH CHICAGO UNION
STATION COMPANY, BURLINGTON NORTHERN RAILROAD
COMPANY AND NATIONAL RAILROAD PASSENGER
CORPORATION FOR REHABILITATION
OF HARRISON STREET VIADUCT
AT CHICAGO RIVER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the Chicago Union Station Company, Burlington Northern Railroad and the National Railroad Passenger Corporation for the rehabilitation of the Harrison Street Viaduct at the Chicago River.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works, the City Comptroller and the Purchasing Agent to approve upon approval of the Corporation Counsel as to form and legality, an Agreement between the City of Chicago and Chicago Union Station Company, Burlington Northern Railroad Company and National Railroad Passenger Corporation, for the rehabilitation of the Harrison Street Viaduct, said Agreement to be substantially in the following form:

This Agreement, made and entered into this _____ day of _____ 198__ by and between the City of Chicago, a municipal corporation, hereinafter known as "City" and Chicago Union Station Company, Burlington Northern Railroad Company and National Railroad Passenger Corporation hereinafter collectively known as Railroads.

Witnesseth:

Whereas, that portion of the existing Harrison Street Viaduct extends over the main line tracks owned and operated by Railroads by means of a highway overpass structure; and

Whereas, the said highway overpass structure was originally constructed and maintained by the railroads in accordance with the Chicago Union Station Company Ordinance adopted by the City Council of City of Chicago on March 23, 1914; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to rehabilitate the said overpass structure, substantially as shown on the contract plans and described in the specifications and prepared by the City;

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

Section 1. The Railroads agree to the extent of their right title and interest to permit the rehabilitation and maintenance of the existing highway overpass structure over and across its tracks and the right of way without compensation other than the performance of this contract by the City.

The Railroad further agree to grant permission to the City to store materials and equipment to be used in connection with the work on property of the Railroads at such locations and at such times as shall be designated by the General Manager of the Railroads, provided that no such storage shall interfere with the operations of the Railroads or any of the railroads using its property. The Railroads also grant the City a right of access at the track level of Railroad's property for the purpose of performing the work hereunder, in such manner as shall not interfere with the operations of the Railroads or any railroad using the property of the Railroads.

Section 2. The City shall secure or cause to be secured, without expense to the Railroad, all other rights or property required for or incident to the construction of the highway overpass structures and the approaches thereto, excepting that provided for in Section 1 above.

Section 3. The preliminary and detailed plans, specifications and special provisions for rehabilitation of the highway overpass structure and all highway appurtenances, shall be prepared by or for the City and all such plans, specifications and special provisions shall be subject to approval by an authorized representative of the Railroads to the extent they affect any property of the Railroads.

Section 4. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

Section 5. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I) Work by the City. The City shall furnish or cause to be furnished at its expense, all the labor, materials and work equipment required to perform and complete the following:
 - (a) The preliminary engineering required for preparation of plans specifications and special provisions as set forth in Section 3 above.
 - (b) The rehabilitation of the highway overpass structure.
 - (c) The construction engineering incidental to the work performed hereunder by the City.
 - (d) Incidental work necessary to complete the items hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor (or contractors) who has (have) adequate equipment, organization and finances, and the Company shall be notified of the contractor (or contractors) receiving such award for all work affecting the Railroad interest.

(II) Work by the Railroads. The Chicago Union Station Company shall furnish or cause to be furnished, at a cost of \$370,656.00 to be reimbursed from Account No. 302-1613-893, all the labor, materials and work equipment required to perform and complete the following:

- (a) All temporary and permanent alterations or relocation of Communication and signal wire lines, signals, steam lines and railroad appurtenances, water lines and sewer lines, on its right-of-way.
- (b) Incidental work necessary to complete the items hereinabove specified.
- (c) The Railroads shall remove said utilities when notified by the City or its contractor.

Section 6. The City shall require its contractor to perform his work in accordance with the State of Illinois "Standard Specification for Road and Bridge Construction" in effect on the date of invitation for bids.

The Railroads shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection during the highway overpass project while any work is being performed on or over property of the Railroads. The Railroads shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the risk and responsibility for said flagmen or other personnel. The City shall reimburse the Railroads for the cost of said flagmen or other personnel.

Section 7. The City shall require its contractors to indemnify and save harmless the Railroads, and its Proprietary and Tenant Railroad Companies operating in Chicago Union Station, from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part, out of or in connection with the performance of any of the work on the rehabilitation of said highway overpass structure. The foregoing provisions shall not apply when such damages, costs and expense are caused by the negligence of the Railroads, its proprietors or tenants.

Section 8. The City further agrees to provide or require its contractor or contractors to provide Railroads, its Proprietors and Tenants, Railroad Protective Liability Insurance providing for all damages arising out of bodily injuries to, or death of one person and, subject to that limit for each person, as follows:

A.	Bodily Injury and Death Coverage:	
	Each Person	\$10,000,000.00
	Each Occurrence	\$10,000,000.00
B.	Property Damage Coverage:	
	Each Occurrence	\$5,000,000.00
	Aggregate	\$5,000,000.00

A copy of the policy or a certificate of insurance evidencing such coverage shall be furnished to the Railroads before work is commenced.

Section 9. Subsequent to the award of any contract (or contracts), and before any work is started on this project, a conference shall be held between the representatives of the City, the Railroads, and the interested contractor (or contractors), at a time and place as designated by the City's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

Section 10. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth. The costs as incurred by the Railroads for inspecting the work performed by the City as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the City.

Section 11. The minimum clearances, with reference to the Company's tracks, or any necessary false work, bracing or forms as required for the rehabilitation of the highway overpass structure, shall be not less than the existing vertical and horizontal clearances.

Section 12. The Railroads agree to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the Railroads, and caused by the negligence of the Railroads, or any contractor for the Railroads, or their respective officer, agents or employees.

Section 13. The City shall require its contractor (or contractors), before entering upon the Railroads right of way for performance of any construction work, or work preparatory thereto, to secure permission from the authorized representative of the Railroads for the occupancy and use of the Railroads right of way outside the limits of the highway overpass structure, and to confer with him relative to the requirements for railroad clearances, operation and general safety regulations.

Section 14. The safety and continuity of operations of the Railroads shall be at all times protected and safeguarded, and all work that may affect the property, tracks or operations of the Railroads shall be performed at such times and in such manner as shall be approved by the General Manager of the Railroads or his authorized representative, and shall be performed in a manner to minimize interference with operations of the Railroads. The approval of the Railroads authorized representative shall not be considered as a release from responsibility, or liability for any damage which the Railroads may suffer, or for which it may be held liable by the acts of the contractor, or those of his subcontractor, or his or their employees. The Railroads agree that they will not unduly delay the City, its contractors or subcontractors performing said work. The City will not permit any materials or equipment to be stored closer than six feet from the nearest rail of any track and the City shall require this limitation from its contractors.

Section 15. The City shall require its contractor (or contractors) upon the completion of the work of such contractor (or contractors), to remove from within the limits of the Company's right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary building of such contractor (or contractors), and to leave the right of way upon which the said contractors carried on operations in a neat condition, satisfactory to the authorized representative of the Railroads.

Section 16. When the rehabilitation of this grade separation project is completed, the City shall maintain at its expense, or by agreement with others provide for the

maintenance of the entire highway overpass structure, the approaches drainage structures, and all highway facilities. In the event of railway derailments, accidents or collisions growing out of the negligence of the Railroads, and resulting in damage to the highway overpass structure, the City shall make the repairs necessary to restore the said structure substantially to its former condition, and the Railroads agree to reimburse the City for the total cost of such repairs. The Railroads further agrees not to erect, nor grant permission to others to erect, any advertising signs within the limits of the highway's right of way lines extended across the Railroads property.

Section 17. In order to fulfill its maintenance obligation, the City shall have access to the structures within the area for which property rights have been acquired, for the performance of inspections, repairs and maintenance. To the extent practicable the Railroads shall be notified prior to any such activities, and will provide for reasonable access to the structures to the it has the capability to do so. All repair or maintenance work shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

No temporary staging, forms, or cribbing shall encroach within minimum clearance less than the controlling clearance with respect to said highway overpass structure in existence prior to performance of such maintenance unless written approval is obtained from the Railroads.

Section 18. The Railroads shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The Chicago Union Station Company, for performance of its work as outlined in Section 5 (11) hereof may bill the City monthly (in sets of ten) for the costs and expenses it has incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The Railroads upon completion of its work, shall render to the City a detailed statement (in sets of ten) of the actual cost and expenses as incurred by it or for its account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Railroads representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse the Railroads for ninety-five (95) percent of the amount as agreed upon.

After the Federal or State representatives have audited the expenses as incurred by the Railroads, including such items of expense as may have been suspended from any previous payment, the City shall promptly reimburse the Railroads for the retained percentages and suspended items of expense, less the deduction of any item (or items) of expense as may be found by the Federal or State representatives as not being eligible for reimbursement, if the total of the item (or items) of expenses as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the Railroads shall promptly reimburse the City for the overpayment.

Section 19. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and

procedure in general. The City will reimburse the Railroads as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

Section 20. Railroads agree to and do hereby waive any claim of ownership in and to the said viaduct structure now or hereafter existing in Harrison Street, and hereby quit claims unto the City all right, title or interest, if any, in the existing structure.

Section 21. This Agreement shall be subject to the conditions of Part II "General Conditions for Professional Consultant Service Contract", attached hereto and made a part hereof, and also, "Standard Provisions for Highway Railroad Agreements".

Section 22. This agreement shall be binding upon the parties hereto, their successors or assigns.

Section 23. This agreement shall become effective only after its approval by the Illinois Department of Transportation and the Federal Highway Administration.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers thereunto duly authorized, as of the date first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of the said Division of Highways.

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

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
AND LICENSE FEE EXEMPTIONS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (September 18, 25, October 31, November 14, 28, December 3, 7 and 12, 1984 and February 4, 1985) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

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

FREE PERMITS.

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee from the Department of Inspectional Service for the Construction of a Critical Care Unit, Loretto Hospital, 645 S. Central Avenue, Chicago, Illinois 60644.

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

Ada S. McKinley Community Services.

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 Ada S. McKinley Community Services, for the construction work of a building located on the premises known as 9135 South Brandon Avenue.

Said building shall be used exclusively for community services and related purposes and shall not be leased or otherwise used with a view of profit, and the work thereon shall be done in accordance with the plans submitted.

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

LICENSE FEE EXEMPTIONS.

Dispensary.

*Salvation Army Chicago Central Adult
Rehabilitation Center.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Salvation Army Chicago Central Adult Rehabilitation Center, 506 N. Desplaines Street, is hereby exempted from payment of the annual license fee provided therefore in Section 118-4, for the year 1984.

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

Homes:

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following homes are hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1985:

The Admiral Old Peoples Home,
909 W. Foster Avenue;

Association of Jewish Blind of Chicago Home and Recreation Center,
3525 W. Foster Avenue;

Augustana Center for Development of Disabled Children (Lutheran Services of Illinois),
7464 N. Sheridan Road;

Bethany Home of the Methodist Church,
4950 N. Ashland Avenue;

Church Home,
5445 S. Ingleside Avenue;

Grace Convalescent Home,
2800 W. Grace Street;

Illinois Masonic Medical Center (Warren N. Barr Pavilion),
66 W. Oak Street;

Jewish Peoples Convalescent Home,
6512 N. California Avenue;

Little Sisters of the Poor,
2325 N. Lakewood Avenue;

The Methodist Home of the United Methodist Homes and Services,
1415 W. Foster Avenue;

Misericordia Heart of Mercy,
6300 N. Ridge Avenue;

Misericordia Heart of Mercy,
2916 W. 47th Street;

Northwest Home for the Aged,
6300 N. California Avenue;

Norwegian Old Peoples Home Society,
6016 N. Nina Avenue;

Norwood Park Home,
6016 N. Nina Avenue;

St. Joseph Home of Chicago, Inc.,
2650 N. Ridgeway Avenue;

St. Pauls House,
3831 N. Mozart Street;

Self-Help Home for the Aged,
908 W. Argyle Street.

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

Hospitals.

Augustana Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Augustana Hospital
2520 N. Lakeview Avenue.

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

Hospitals.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospitals

that are not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1985:

Augustana Hospital,
2520 N. Lakeview Avenue;

Bethany Hospital of the Methodist Church,
5025 N. Paulina Street;

Chicago Center Hospital,
426 W. Wisconsin Street;

Chicago Osteopathic Medical Center,
5200 S. Ellis Avenue;

Children's Memorial Hospital,
2300 N. Childrens Plaza;

Columbus Hospital,
2520 N. Lakeview Avenue;

Edgewater Hospital,
5700 N. Ashland Avenue;

Grant Hospital,
551 W. Grant Place;

Henrotin Hospital,
111 W. Oak Street;

Holy Cross Hospital,
2701 W. 68th Street;

Hyde Park Community Hospital,
5800 S. Stony Island Avenue;

Illinois Masonic Medical Center,
836 W. Wellington Avenue;

Jackson Park Hospital,
7531 S. Stony Island Avenue;

Loretto Hospital,
645 S. Central Avenue;

Louise Burg Hospital,
255 W. Cermak Road;

Mary Thompson Hospital,
140 N. Ashland Avenue;

Mercy Hospital and Medical Center,
Stevenson Expressway at King Drive;

Mount Sinai Hospital Medical Center,
S. California Avenue at W. 15th Street;

Northwest Hospital,
5645 W. Addison Street;

Northwestern Memorial Hospital,
Superior Street and Fairbanks Court;

Norwegian American Hospital,
1044 N. Francisco Avenue;

Ravenswood Hospital and Medical Center,
4500 N. Winchester Avenue;

Resurrection Hospital,
7434 W. Talcott Avenue;

Roseland Community Hospital Association,
45 W. 111th Street;

Saint Anne's Hospital,
4950 W. Thomas Street;

Saint Mary of Nazareth Hospital Center,
2233 W. Division Street;

Schwab Rehabilitation Center,
1401 S. California Avenue;

Shriners Hospital,
2211 N. Oak Park Avenue;

South Chicago Community Hospital,
2320 E. 93rd Street;

Thorek Hospital and Medical Center,
850 W. Irving Park Road;

Walther Memorial Hospital,
1116 N. Kedzie Avenue.

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

**CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred on February 4, 1985, 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
Action Community Center 5251 W. North Avenue	F4-422603 (Mech. Vent.)	\$17.50
Anti-Cruelty Society 157 W. Grand Avenue	P1-412207 (Fuel Burn. Equip.)	73.00
Catholic Charities 719 N. LaSalle Street	A1-412438 (Elev.)	90.00
Guardian Angel Day Nursery 4600 S. McDowell Avenue	A1-412037 (Elev.)	30.00
Inner City Impact 2704 W. North Avenue	A1-410633 (Elev.)	30.00
Japanese American Service Committee 4427 N. Clark Street	P1-413435 (Fuel Burn. Equip.)	58.00
McCormick Theological Seminary 5555 S. Woodlawn Avenue	B1-420532 (Bldg.)	34.50
Northwestern Memorial Hospital E. Superior Street at N. Fairbanks Court	A1-413286 (Elev.)	177.00
University of Chicago (various locations)	B1-420553	46.00
	B1-420581	69.00
	B1-420602	80.50
	B1-420642	80.50
	B1-420756	46.00
	B1-420844 (Bldg.)	46.00

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

INSTALLATION OF ALLEY LIGHTS AT SPECIFIED
LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass two proposed orders transmitted therewith.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

Said orders as passed read respectively as follows (the italic heading in each case not being a part of the order):

5020 South Archer Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at No. 5020 S. Archer Avenue.

5200 and 5300 Blocks of West 53rd Place.

Ordered, That the Commissioner of Public works is hereby authorized and directed to give consideration to the installation of alley lights in the Nos. 5200 and 5300 blocks of W. 53rd Place between S. Laramie and S. Long Avenues (along the railroad tracks).

AUTHORITY GRANTED FOR SEWER CHARGE EXEMPTIONS
AT SUNDRY LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the exemption from the first One Thousand Dollar (\$1,000.00) charge for sewer service for the years 1984 and 1985 for specified institutions.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Volini, Orr, Stone -- 42.

Nays -- None.

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

Christian Methodist Baptist Church.

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Christian Methodist Baptist Church, 2800 E. 79th Street, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

Reverend J. Rainey.

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt Rev. J. Rainey, 7851 S. Burnham Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

Saint Joseph's Home for the Aged.

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to exempt St. Joseph's Home for the Aged, 2630-2658 N. Ridgeway Avenue from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984.

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

**AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Burke, the said 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 13519 thru 13520 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or the Fire Department herein named,

provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 13521 of this Journal.]

Action Deferred -- AMENDMENT OF CHAPTER 26 OF
MUNICIPAL CODE CONCERNING REQUIREMENTS
FOR EXECUTION OF CITY CONTRACTS.

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

CHICAGO, February 13, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending Chapter 26 of the Municipal Code of Chicago, by adding a new Section 26-5.1, concerning requirements for the execution of City contracts, 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 proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago is a Home Rule Unit, pursuant to the 1970 Illinois Constitution, Article VII, Section 6 (a); and

(Continued on page 13522)

2/13/85

REPORTS OF COMMITTEES

13519

REPORT DATE 2/14/85
PROGRAM--PEROTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/13/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALTMAN	DALE S.	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/03/84 140.00
ANGARONE	MICHAEL A.	POLICE OFFICER	EIGHTEENTH DISTRICT	10/25/84 138.00
BLOOMSTRAND	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/84 91.00
BOODIE	WALTER L.	POLICE OFFICER	SEVENTH DISTRICT	7/11/84 77.00
BONE	HAROLD	POLICE OFFICER	EIGHTEENTH DISTRICT	10/05/84 138.50
BROWN	JAMES	POLICE OFFICER	SIXTH DISTRICT	10/10/84 177.50
BRUECK	RICHARD A.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/02/84 174.00
BURNS	CHARLES F.	POLICE OFFICER	FIRST DISTRICT	10/20/84 138.50
BUTVILL	HOWARD P.	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/26/84 61.50
CAGNEY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	10/18/84 93.75
CALHOUN	ODNNELL	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/21/84 253.00
CALLAHAN	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	10/12/84 65.00
CARROLL	MICHAEL J.	POLICE OFFICER	FOURTH DISTRICT	10/16/84 134.50
CASCIO	RICHARD J.	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/09/84 169.50
CASTRO	RAOAMES	POLICE OFFICER	FOURTEENTH DISTRICT	10/10/84 441.00
EPHRAIM	MICHAEL	POLICE OFFICER	NINTH DISTRICT	10/07/84 105.00
ERRACHER	KYLE J.	POLICE OFFICER	SECOND DISTRICT	10/08/84 75.00
EVANS	DAVID J.	POLICE OFFICER	EIGHTH DISTRICT	10/07/84 85.00
FERGUSON	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	10/31/84 152.00
FLAMON	LAVENA	POLICE OFFICER	FOURTH DISTRICT	10/19/84 57.50
FLANAGAN	THOMAS J.	POLICE OFFICER	NINTH DISTRICT	4/10/84 447.75
FLASHING	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/02/84 200.00
GRIMM	VICTOR J.	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/10/84 54.00
JAMES	BRUCE W.	POLICE OFFICER	NINETEENTH DISTRICT	10/04/84 95.00
LUCKENMEYER	DANIEL C.	POLICE OFFICER	NINTH DISTRICT	10/02/84 55.00
MANNING	WAYNE J.	POLICE OFFICER	FOURTH DISTRICT	10/28/84 107.75
MARES	ACHILLES	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/84 51.00
MAY	EDWARD	POLICE OFFICER	TENTH DISTRICT	8/21/84 110.50
MCCANN	HENRY S.	POLICE OFFICER	EIGHTH DISTRICT	10/29/84 258.00
MCCLENDON	FRANCIS	POLICE OFFICER	ELEVENTH DISTRICT	10/03/84 141.00
MENEGAZZO	KAREN A.	POLICE OFFICER	EIGHTEENTH DISTRICT	10/19/84 85.00
MIKULSKIS	JOSEPH	POLICE OFFICER	NINTH DISTRICT	10/07/84 168.00
MILHOUSE	STEPHEN W.	POLICE OFFICER	THIRD DISTRICT	9/30/84 3742.20
MIZERA	ROBERT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/15/84 65.00
MOSQUEDA	ANGELO	POLICE OFFICER	TWENTIETH DISTRICT	10/07/84 57.50
MULLINS	TERRENCE K.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/29/84 160.00
MURRAY	JOHN P.	POLICE OFFICER	ELEVENTH DISTRICT	10/21/84 285.00
OBRIEN	TERENCE	POLICE OFFICER	SIXTH DISTRICT	10/10/84 269.00
OHARA	JAMES	SERGEANT	FOURTH DISTRICT	10/11/84 170.15
ORIAN	JOHN	POLICE OFFICER	TENTH DISTRICT	10/18/84 52.00
PEARSON	DAVID	POLICE OFFICER	SEVENTH DISTRICT	10/22/84 25.00
PIERUCCI	WILLIAM	POLICE OFFICER	TENTH DISTRICT	10/13/84 147.00
POLACEK	WILLIAM M.	POLICE OFFICER	FIRST DISTRICT	10/20/84 127.50
POWERS	MELVIN	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/84 199.00
RAK	DENNIS	POLICE OFFICER	ELEVENTH DISTRICT	10/08/84 361.50
RAHEY	CHARLES	POLICE OFFICER	THIRD DISTRICT	10/08/84 82.50
RIGA	WILLIAM A.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/18/84 78.00
RILEY	MICHAEL R.	POLICE OFFICER	SEVENTH DISTRICT	10/19/84 58.00
RODRIGUEZ	FRANK A.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/28/84 199.00

REPORT DATE 2/14/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/13/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROUNDS	DEBRA	POLICE OFFICER	SIXTH DISTRICT	10/10/84 230.35
ROWLAND	CISCO	POLICE OFFICER	SIXTH DISTRICT	8/29/84 156.30
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/18/84 98.00
SEAMAN	STEVEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/21/84 181.00
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	10/06/84 279.00
SERWA	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	10/06/84 65.00
SMITH	CHARLES	POLICE OFFICER	ELEVENTH DISTRICT	10/23/84 206.95
SMITH	CHARLES J	POLICE OFFICER	ENFORCEMENT SECTION	10/24/84 149.07
SMITH	PHILIP A	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/05/84 68.31
SOPIA	TONY A	POLICE OFFICER	THIRTEENTH DISTRICT	10/30/84 91.00
STAFEN	KRISTINA	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/14/84 132.00
STANEK	MARY ANN	POLICE OFFICER	FIFTH DISTRICT	10/08/84 155.00
STANLEY	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	10/01/84 207.50
STEWART	ANTHONY	POLICE OFFICER	YOUTH DIVISION AREA TWO	10/18/84 233.00
STOLL	CARL	DISTRICT COMMANDER	INTELLIGENCE SECTION	10/29/84 89.50
SUERTH	ELMER	SERGEANT	THIRTEENTH DISTRICT	10/19/84 185.00
SULLIVAN	THEODORE	POLICE OFFICER	EIGHTEENTH DISTRICT	10/06/84 65.00
TERO	GUS	POLICE OFFICER	TWELFTH DISTRICT	10/28/84 123.00
TERRY	LERDY	POLICE OFFICER	SECOND DISTRICT	9/12/84 170.00
THUN	EDWARD H	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/84 71.00
TINSMAN	THOMAS P	POLICE OFFICER	SECOND DISTRICT	10/30/84 78.00
TOMASER	FRED C	POLICE OFFICER	SPECIAL OPERATIONS GROUP-SOUTH	6/02/84 77.00
TORRES	LOUIS JR	POLICE OFFICER	FOURTEENTH DISTRICT	10/15/84 141.00
VANDERSTADT	GEORGE	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/28/84 67.00
VERAVER	JIMMIE P	POLICE OFFICER	TENTH DISTRICT	10/05/84 118.50
WALSH	GERALD A	POLICE OFFICER	ENFORCEMENT SECTION	8/23/84 430.08
WALTON	HOMER	POLICE OFFICER	THIRD DISTRICT	7/06/84 212.00
WILLIAMS	CHARLES	POLICE OFFICER	SIXTH DISTRICT	10/10/84 146.35
WILLIAMS	CLARENCE	POLICE OFFICER	SEVENTH DISTRICT	10/19/84 40.00
WOZNIAK	RONALD	POLICE OFFICER	CANINE UNIT	10/19/84 343.00

2/13/85

REPORTS OF COMMITTEES

13521

REPORT DATE 2/14/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/13/85

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAMPBELL	WAYNE C	POLICE OFFICER	2/08/82	992.00
WASHINGTON	EARL B	POLICE OFFICER	9/07/82	131.00

(Continued on page 13518)

WHEREAS, The Department of Purchases, Contracts and Supplies has ignored the agreed upon Terms of Executive Order 84-7; and

WHEREAS, The Department of Purchases, Contracts and Supplies has admitted in written correspondence to the Committee on Finance and in testimony before the Committee on Finance that a contract to The Sennett Group was awarded in violation of Executive Order 84-7; and

WHEREAS, The Department of Purchases, Contracts and Supplies has testified before the Committee on Finance that it considers the contract with The Sennett Group valid even though an error was made in executing the contract; now, therefore,

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

SECTION 1. That Chapter 26-5 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 26-5.1 in italics as follows:

26-5.1. All contracts shall be in compliance with all statutes, ordinances and executive orders in effect at time of the execution of the contract. Failure to comply with this provision shall render the contract null and void.

SECTION 2. This ordinance shall be in force and effect upon our passage and publication.

**Action Deferred -- AMENDMENT OF CHAPTER 37 OF MUNICIPAL
CODE CONCERNING PLACEMENT OF LOTTERY DEVICES AT
O'HARE INTERNATIONAL AIRPORT AND MIDWAY
AIRPORT.**

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

CHICAGO, February 13, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending Chapter 37-5 of the Municipal Code of Chicago authorizing the City to allow the placement of lottery devices at O'Hare International Airport and at Midway Airport, 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 by a viva voce vote of the members of the committee.

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

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

WHEREAS, The State of Illinois lottery has produced tremendous amounts of revenue for the State of Illinois; and

WHEREAS, The Governor has intimated that the City would likely benefit from the placement of lottery devices at O'Hare International Airport; and

WHEREAS, The City of Chicago could benefit from the enormous amount of lottery activity on property owned by the City; now, therefore,

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

SECTION 1. That Chapter 37, Section 37-5 of the Municipal Code of the City of Chicago is hereby amended by adding the language in italics as follows:

37-5. No threatening, abusive, insulting or indecent language shall be allowed in any part of such park, public playground, bathing beach, public bath or airport; nor shall any conduct be permitted whereby a breach of the peace may be occasioned; nor shall any person tell fortunes; nor shall any person play any game of chance at or with any table or instrument of gaming; nor shall any person commit any obscene or indecent act therein. *Provided however, that the placement of lottery devices by the State of Illinois at either O'Hare International Airport or Midway Airport is hereby expressly authorized. All proceeds received by the City from the Illinois State Lottery, as compensation for the use of space as a result of the placement of lottery devices at either airport shall be credited to and deposited in the Corporate Fund of the City.*

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

**Action Deferred – AMENDMENT OF CHAPTER 200.3 OF MUNICIPAL
CODE CONCERNING "CHICAGO EMPLOYER'S EXPENSE TAX".**

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

CHICAGO, February 13, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending Chapter 200.3 of the Municipal Code of Chicago, entitled "Chicago Employer's Expense Tax" concerning the amount of employees upon which the tax will be applied, 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 proposed ordinance transmitted with the foregoing committee report:

WHEREAS, It is the intent of the City Council to stimulate business expansion and the creation of jobs within the City of Chicago, and

WHEREAS, The creation of job opportunities within the City of Chicago is currently the most important issue confronting the City of Chicago; now, therefore,

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

SECTION 1. That Chapter 200.3 of the Municipal Code of the City of Chicago entitled the "Chicago Employee's Expense Tax Ordinance" is hereby amended by adding the language in italics as follows:

200.3-2. Employers' Expense Tax. A. A tax is hereby imposed upon every employer who, in connection with his business, engages, hires, employs or contracts with, fifteen (15) or more individuals as commission merchants and full-time employees, or any combination thereof, to perform work or render services in whole or in part within the City of Chicago on and after January 1, 1974. The amount of such tax shall be Five Dollars (\$5.00) per month for each commissioner merchant and full-time employee, to whom commission or employment compensation is paid or to whom such commission or compensation has accrued, or is shown as a business expense taken under the United States, or State of Illinois income taxes as a cost of doing business or under accounting practices acceptable for said tax purposes to the United States or Illinois state governments. *Provided, however, that the number of Commission merchants and full time employees or any combination thereof upon which the tax is paid for the first month in 1985 shall be regarded as the maximum number of employees upon which the tax shall be imposed for the years 1985, 1986 and 1987. Provided further that any employer locating in the City of Chicago on or after January 1, 1985 shall be exempt from paying the Chicago Employer Expense Tax for the years 1985, 1986 and 1987.* The incidence of this tax shall be upon the employer alone as an employer's expense tax and shall not be transferred directly or indirectly to the commission merchant or full-time employee under any circumstances.

SECTION 2. This ordinance shall be effective ten days after passage and due publication.

Placed on File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF NOVEMBER, 1984.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law listing judgments entered against the City of Chicago in personal injury cases for the month of November, 1984.

On motion of Alderman Burke, the Committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

COMMITTEE ON BUILDINGS.

**CHAPTER 78.1, SECTION 78.1-24(a) OF MUNICIPAL CODE
AMENDED CONCERNING CLARIFICATION OF
CONSTRUCTION STANDARDS FOR
REHABILITATION OF CERTAIN
BUILDINGS.**

The Committee on Buildings submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Harold Washington, Mayor, a proposed ordinance (which was referred on October 31, 1984) to amend Chapter 78.1 of the Municipal Code of Chicago to clarify construction standards for rehabilitation of certain buildings, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 78.1-24(a) of the Municipal Code be and hereby is amended by adding the language in italics as follows:

78.1-24(a) When the floor area is increased by not more than 25% of the total floor area of the original building, only the new construction need conform to all requirements of this Code for new construction. When the floor area is increased by more than 25% of the total floor area of the original building, the entire building shall conform to all requirements of this Code.

SECTION 2. That this ordinance shall be in full force and effect from and after passage and publication.

CHAPTER 51, SECTION 51-2.4(d) OF MUNICIPAL CODE
AMENDED CONCERNING SPRINKLER SYSTEMS.

The Committee on Buildings submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Harold Washington, Mayor, a proposed ordinance (which was referred on October 31, 1984) to amend Chapter 51 of the Municipal Code of Chicago increasing the allowable undivided area of basements in buildings with approved sprinkler systems, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 51-2.4(d) of the Municipal Code of Chicago be and hereby is amended by adding the following language in italics:

51-2.4(d) Areas of Basements.

The area of a basement shall not exceed the maximum floor area permitted for the building; provided, however, that every basement exceeding 40,000 square feet in area shall be subdivided by fire walls complying with the requirements of Section 62-1 into areas not exceeding 40,000 square feet. *The maximum undivided area of a basement may be increased to 80,000 square feet when the building is equipped throughout with an approved automatic sprinkler system in accordance with Chapter 91 of the Municipal Code.*

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and publication.

CHAPTER 76, OF MUNICIPAL CODE AMENDED
CONCERNING ENGINEERING SAFETY
PRACTICE DURING
CONSTRUCTION.

The Committee on Buildings submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Harold Washington, Mayor, a proposed ordinance (which was referred on October 31, 1984) to amend Chapter 76 of the Municipal Code of Chicago to up-date reference standards relating to accepted engineering practice for safety during construction, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance which is transmitted herewith.

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

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 76 of the Municipal Code be amended by adding the language in italics and deleting the language contained in brackets as follows:

76-1. (a) Statutory Provisions. All persons having the control or supervision of any building in course of erection shall comply with an act of the Legislature of the State of Illinois entitled "An Act Providing for the Protection and Safety of Persons in or about Construction, Repairing, Alteration, or Removal of Buildings, Bridges, Viaducts, and other Structures and to Provide for the Enforcement Thereof," approved June 3, 1907, and as amended.

(b) Accepted Engineering Practice. With respect to safeguards during construction, all applicable provisions of this code and the following documents shall be considered as accepted engineering practice:

[(1) American National Standard ANSI A10.2-1944, American National Standard Safety Code for Building Construction.]

(1) [(2)] American National Standard ANSI [A10.4-1973,] *A10.4-1981, Safety Requirements for Personnel Hoists* [,] [a revision of a part of A10.2-1944 as A10.4-1963 and updated March 26, 1973.]

(2) [(3)] American National Standard ANSI [A10.5-1969] *A10.5-1981, Safety Requirements for Material Hoists.*

(3) *American National Standard ANSI A10.8-1977, Safety Requirements for Scaffolding.*

(4) *American National Standard ANSI A12.1.-1973, Safety Requirements for Floors and Wall Openings, Railings and Toeboards.*

76-10.8. In addition to the general requirements of Sections 76-10.1 to 76-10.7 inclusive, all material hoists shall conform to the requirements of American National Standard ANSI [A10.5-1969] *A10.5-1981, Safety Requirements for Material Hoists.*

76-10.9. In addition to the general requirements of Sections 76-10.1 to 76-10.7 inclusive, personnel hoists used by employees shall be constructed of materials and components which meet the specifications for materials, construction, safety devices, assembly, and structural integrity as stated in the American National Standard ANSI [A10.4-1973] *A10.4-1981, Safety Requirements for Personnel Hoists.*

SECTION 2. That Section 76-10.10 of the Municipal Code be deleted in its entirety.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

The Committee on Economic Development submitted the following report:

CHICAGO, February 13, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on February 4, 1985) for the conditional approval of an industrial revenue bond in the amount of \$800,000 to finance an industrial development project in the City of Chicago to be owned by Nation Enterprises, Inc., begs leave to recommend that Your Honorable Body Pass said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an

Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$800,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Nation Enterprises, Inc., an Illinois corporation, to be used as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The Recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$800,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Nation Enterprises, Inc., an Illinois corporation (the "Borrower").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The City has heretofore issued its \$600,000 Industrial Revenue Bond (Nation Enterprises, Inc. Project) dated December 30, 1982 (the "Outstanding Bond") to provide for the installation of equipment in and remodeling by the Borrower of an existing facility for the manufacture of food products located at 2505 North Milwaukee, Chicago, Illinois. The Borrower has expended the net proceeds of the Outstanding Bond on said project. The Borrower finds that enlargement of said facility will increase productivity of the combined operation and satisfy customer demand and provide for new product development. The Borrower wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Borrower wishes to expand and rehabilitate said facility and to acquire and install certain machinery and equipment for use in said facility, supplementing the existing facility (the "Project").

(d) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(e) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$800,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Borrower in finding a purchaser or purchasers for the Bonds and, if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Borrower.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Borrower, and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Borrower. Subject to the conditions above stated, the Borrower agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Borrower.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the construction, equipping and installing of the Project or after payment of all costs of said construction, equipping and installing of the Project, whichever is later, the Borrower will (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of said construction, equipping and installing of the

Project, and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Borrower located within the City of Chicago, Illinois, during regular business hours all books, records, and other documents of the Borrower relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(e) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower), the Department, the City and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and construction, equipping and installing of the Project, including the fees and expenses of counsel to the City and the Department, Carlson and Hug, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth on any extension thereof and the Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 23rd day of January, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A

Notice of Public Hearing.

Notice is hereby given that on _____, 1985, at _____ M., in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$800,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Nation Enterprises, Inc., an Illinois corporation (the "Borrower") to expand and rehabilitate an existing manufacturing facility and to acquire and install certain machinery and equipment for use in said building, to be used by the Borrower as a facility for the manufacture of food products and to be located at 2505 North Milwaukee Avenue, Chicago, Illinois.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Borrower (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No owner of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest of the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, until _____, 1985. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1985.

Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

**COMMITTEE ON HOUSING AND
NEIGHBORHOOD DEVELOPMENT.**

**APPROVAL GIVEN FOR SALE OF PARCEL
R-9 LINCOLN PARK CONSERVATION
AREA.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, February 11, 1985.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 31, 1984) to approve the sale of Parcel R-9 in the Lincoln Park Conservation Area to Horwitz-Matthews, Inc.,

approved by the Department of Urban Renewal by Resolution No. 84-DUR-82, adopted by the Department on October 16, 1984, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 84-DUR-82, adopted by the Department on October 16, 1984, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Lincoln Park Conservation Area is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft.</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Horwitz-Matthews, Inc.	R-9	34,312.5	\$13.00	\$446,062.50

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

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

AUTHORITY GRANTED FOR ACQUISITION AND
RECONVEYANCE OF HOUSING AND URBAN
DEVELOPMENT-OWNED PROPERTIES FOR
URBAN HOMESTEADING PROGRAM.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, February 11, 1985.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 23, 1985) to authorize acquisition and reconveyance of H.U.D.-owned properties for the Urban Homesteading Program identified by address in the Austin and Northwest, Roseland and Englewood areas (see attached list made a part hereof and which was thereafter amended in Committee as per attached). An agreement entered into by the City of Chicago and the United States of America on July 27, 1979, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the United States of America heretofore entered into an agreement on July 27, 1979, entitled, "The Urban Homesteading Agreement," that provides for an Urban Homesteading Program in which the Department of Housing and Urban Development (H.U.D) would convey property located in the City of Chicago to the City which in turn would reconvey to "Homesteaders" with certain conditions and obligations to renovate the property; and

WHEREAS, This Body has determined that it is in the best interest of the City to encourage said Program; now, therefore,

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

SECTION 1. The City of Chicago, is authorized to accept the conveyance of the properties identified by address in the Roseland, West Englewood, South Shore, Austin and Twenty-one (21) Neighborhood Strategy Areas, (see attached list that is made a part hereof).

SECTION 2. The Commissioner of the Department of Housing is hereby authorized to execute any contract, deed, or supplementary document necessary to implement this ordinance.

SECTION 3. The consideration for the conveyance of said properties in the agreement of the City to reconvey said properties to responsible individuals who will reside in, rehabilitate and bring up to City Code, within designated periods of time, as provided in detail is the agreement with H.U.D entitled, "The Urban Homestead Agreement," and in accordance with Section 810 of the Housing and Community Development Act of 1974.

SECTION 4. In the event any of the properties on said list prior to City acquisition, are totally damaged, destroyed, made undesirable or unfeasible for said Urban Homesteading Program, the Department of Housing is authorized to omit or select other properties, if available, in said areas for conveyance by H.U.D, in lieu of the properties made unfeasible or not desirable, subject to the same terms and conditions.

SECTION 5. This ordinance shall be effective immediately upon the passage thereof.

List attached to this ordinance reads as follows:

Austin and Northwest Area

<i>Address</i>	<i>Name</i>	<i>Acq. Cost</i>	<i>Ward</i>
1. 140 North Pine	Henry Fenton	City Owned	29

Roseland

<i>Address</i>	<i>Name</i>	<i>Acq. Cost</i>	<i>Ward</i>
2. 11620 South Harvard	Winston Hall	\$16,100.00	34

Englewood

<i>Address</i>	<i>Name</i>	<i>Acq. Cost</i>	<i>Ward</i>
3. 7006 South Throop	Learna Brewer	9,500.00	16
4. 6731 South Wolcott	Louis Sneed	12,050.00	15

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

Action Deferred -- ACCEPTANCE OF BID FOR PROPERTY LOCATED AT 540 WEST WASHINGTON BOULEVARD.

The Committee on Land Acquisition and Disposition submitted the following report which was, on motion of Alderman Majerczyk and Alderman Laurino, *Deferred* and ordered published:

CHICAGO, February 13, 1985.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Office of the City Comptroller concerning the acceptance of a bid from Clinton Street Partnership in the amount of \$175,000 for City-owned property located at 540 W. Washington, 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 7 members of the committee with 4 dissenting votes.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, The City of Chicago holds title to certain property known as 540 West Washington and commonly described as:

Lot 1 in the Subdivision of Lot 9 in Block 46 of Canal Trustee's Subdivision of the Original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian.

WHEREAS, The City Council has by ordinance dated July 23, 1983 and found at page 879 of the Journal of Proceedings, authorized advertisements for bids and proposals on the subject property; and

WHEREAS, Said bids were opened on November 9, 1984 at pages 3186 and 3187 of the Journal of Proceedings; and

WHEREAS, The bid of \$175,000.00 and proposal submitted by Clinton Street Partnership has been deemed the most advantageous to the City of Chicago by the Department of Planning; now, therefore,

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

SECTION 1. That the bid and proposal submitted by Clinton Street Partnership in the amount of \$175,000.00 is hereby accepted.

SECTION 2. That the Department of Law is hereby authorized and directed to enter into a sale and redevelopment contract with said Clinton Street Partnership.

SECTION 3. The Mayor and the City Clerk are authorized to sign and attest the Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said Purchaser.

SECTION 4. The City Clerk is authorized to deliver the deposit check of \$ _____ submitted to said bidder to the City Comptroller, who is authorized to deliver said Deed to purchaser upon receipt of the balance of the purchase price.

SECTION 5. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

MUNICIPAL CODE CHAPTER 27 AMENDED CONCERNING HEADLIGHT OPERATIONS FOR MOTORCYCLES.

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 ordinance previously referred to the committee on September 18, 1984):

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

SECTION 1. That Chapter 27-346 is hereby amended by adding a new section, in italics, to be known as Section 27-346.1, (Headlight Operation), and to read as follows:

27-346.1 Headlight operation.

(a) Every motorcycle shall exhibit at all times at least one (1) lighted lamp showing a white light visible at a distance of Five Hundred Feet (500') in the direction of travel.

(b) All motor vehicles other than motorcycles, shall exhibit at least two lighted head lamps showing white lights or lights with a yellow or amber tint, during the period of Sunset to Sunrise, and at any other times when due to insufficient natural light or unfavorable atmospheric conditions (fog, snow or rain), person and vehicles are not clearly discernible for a distance of One Thousand Feet (1000') in the direction of travel.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

CHAPTER 27 OF MUNICIPAL CODE AMENDED CONCERNING
PORTABLE STOP SIGN USE BY CROSSING GUARDS.

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 October 1, 1984):

WHEREAS, Several of Chicago's suburbs have adopted a program of supplying crossing guards with portable stop signs to aid in the safety of children's crossings during school rush hours; and

WHEREAS, These portable stop signs are replicas of stationary signs and have proven highly visible to oncoming traffic and have been highly successful in many cities; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the Chicago Police Department to consider including in their budget proposals for 1985 and subsequent years sufficient funds to establish a program whereby each crossing guard is equipped with a portable stop sign to aid in the promotion of child safety and welfare; now, therefore,

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

SECTION 1. That Section 27-209 (a) of the Municipal Code of Chicago is hereby amended by inserting therein the following language in italics below:

27-209. (a) No person shall place, maintain, or display upon or in view of any public way any unauthorized sign, signal, marking, or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal, and no person shall place or maintain nor shall any public authority permit upon any public way any traffic sign or signal bearing thereon any commercial advertising. *This provision shall not apply to duly authorized crossing guards carrying portable stop signs when halting traffic to permit the street crossing of children.* This provision also shall not be deemed to prohibit the erection upon private property adjacent to public ways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

MUNICIPAL CODE CHAPTER 27 AMENDED CONCERNING SPECIAL FINE
FOR ILLEGAL PARKING IN HANDICAPPED SPACES.

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 December 18, 1984):

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

SECTION 1. That Chapter 27 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new Section 27-411.2 to read in italics as follows:

27-411.2. No person shall park a vehicle in any space designated as a handicapped parking space unless such vehicle bears handicapped or disabled veteran plates issued by the State of Illinois, or any similar type of plates issued by any other state, or handicapped parking decal or placard issued in conformance with Chapter 95 1/2, Section 11-13-1.1 of the Illinois Revised Statutes.

In accordance with Chapter 95 1/2, par. 11-13-1.3 of the Illinois Revised Statutes, any person found in violation of this section shall be fined Fifty Dollars in addition to any costs or charges connected with the removal and storage of any motor vehicle so unlawfully parked.

SECTION 2. This ordinance shall be in full force and effect 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

MUNICIPAL CODE CHAPTER 27 AMENDED CONCERNING HEADLIGHT OPERATION HOURS.

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 September 18, 1984):

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

SECTION 1. Amend Chapter 27-346 by adding a new section to be known as 27-346.1 (headlight operation) as follows: Delete "during the period from sunset to sunrise" from the first paragraph, and inserting in lieu thereof "*Subject to exceptions with respect to parked vehicles*". Delete the existing Section 27-346 (a) -- Add the proposed Section 27-346.1 (a) and renumber it Section 27-346 (a) -- Add the proposed Section 27-346.1 (b) and renumber it Section 27-346 (b) -- Change existing Section 27-346 (b) to Section 27-346 (c) -- Change

existing Section 27-346 (c) to Section 27-346 (d) -- Change existing Section 27-346 (d) to Section 27-346 (e).

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

ESTABLISHMENT OF HORSE DRAWN CARRIAGE STAGING AREA.

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 October 1, 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 establish a horse drawn carriage staging area at the following location:

Public Way	Area
North Wells Street (west side)	From a point 260 feet north of the property line of West Burton Place, to a point 51 feet north thereof -- 6 P.M. to 3 A.M. -- Mondays thru Fridays -- noon to 3 A.M. -- Saturdays and Sundays;

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

LOADING ZONES ESTABLISHED AND AMENDED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to loading zones.

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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed read respectively as follows (the italic heading in each case not being a part of the ordinance).

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way

Limits and Times

West Berwyn Avenue (south side)

90 feet west of North Lakewood Avenue,
to a point 25 feet west thereof --
Handicapped;

Public Way**Limits and Times****North Clark Street (west side)**

From a point 113 feet north of West Albion Avenue, to a point 70 feet north thereof -- 7 A.M. to 6 P.M., Monday thru Saturday;

West Granville Avenue (south side)

From a point 20 feet west of North Winthrop Avenue, to a point 48 feet west thereof;

West Illinois Street (north side)

From a point 119 feet west of North Clark Street, to a point 25 feet west thereof;

East Illinois Street (south side)

Between North Lake Shore Drive (lower level) and the west property line of North McClurg Court -- 7 A.M. to 5 P.M., at all times -- for public benefit;

West Irving Park Road (north side)

From a point 65 feet west of North McVicker Avenue, to a point 25 feet west thereof;

North Jefferson Street (east side)

From a point 132 feet south of West Randolph Street, to a point 19 feet south thereof -- 7:30 A.M. to 5 P.M. - -Monday thru Friday;

North LaCrosse Avenue (west side)

From a point 30 feet north of West Armitage Avenue, to a point 70 feet north thereof -- 6 A.M. to 8 P.M. -- Monday thru Saturday;

West Lawrence Avenue (north side)

From a point 105 feet west of North Hamlin Avenue, to a point 45 feet west thereof -- 9 A.M. to 9 P.M. -- Monday thru Saturday;

West North Avenue (south side)

From a point 90 feet east of Western Avenue, to a point 25 feet east thereof;

West North Avenue (north side)

From a point 137 feet west to North Cicero Avenue, to a point 60 feet west thereof;

West Touhy Avenue (north side)

From a point 97 feet east of North Albany Avenue, to a point 50 feet east thereof -- public benefit;

Public Way**Limits and Times****West Victoria Street (south side)****From a point 20 feet east of North Clark Street, to a point 84 feet east thereof -- 8 A.M. to 6 P.M. -- Monday thru Saturday;****West Washington Boulevard (north side)****From a point 90 feet east of North Carpenter Street, to a point 25 feet east thereof -- 8 A.M. to 5 P.M. -- Monday thru Friday;****West 18th Street (north side)****From a point 315 feet west of South Damen Avenue, to a point 25 feet west thereof -- 9 A.M. to 6 P.M.;****East 92nd Street (south side)****From a point 132 feet east of South Brandon Avenue, to a point 48 feet east thereof -- 7 A.M. to 6 P.M. -- Monday thru Saturday.**

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Loading Zones Amended.

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

SECTION 1. Amend ordinance passed 11-14-73, page 6591, which reads: North Ashland Avenue (east side) from a point 65 feet north of West Cornelia Avenue to a point 45 feet north thereof by striking 65 feet and inserting in lieu thereof 50 feet -- 8 A.M. to 6 P.M. -- Monday thru Saturday;

SECTION 2. Amend ordinance passed 11-14-75, page 1539, related to West 21st Street (north side) from a point 125 feet east of South Wolcott Avenue to a point 50 feet east thereof -- 8 A.M. to 4 P.M. -- except Saturdays, Sundays and holidays by striking -- No Parking Loading Zone -- 8 A.M. to 4 P.M. -- except Saturdays, Sundays and holidays and inserting in lieu thereof No Parking Loading Zone (handicapped) -- every day -- public benefit.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

**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 proposed 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Vehicular Traffic Movement Restricted To Single Direction.

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
1st Alley North of	South Archer Avenue from South Parkside Avenue and South Central Avenue -- westerly;
1st Alley South of	South Archer Avenue from South Ridgeway Avenue to South Lawndale Avenue -- easterly;
1st East-West alley	Between North Lynch Avenue and West Catalpa Avenue, adjacent to 5408 North Avenue -- westerly;
North Mobile Avenue	From West Berteau Avenue to West Montrose Avenue -- northerly;
1st East-West alley	Bounded by North Newcastle Avenue, West Cornelia Avenue, North Oak Park Avenue and West Addison Street -- easterly;

Public Way	Limits and Direction
South Rockwell Street	From West 86th Place to West 87th Street -- southerly;
1st Alley South of	West 55th Street between South Narragansett Avenue; and South Mulligan Avenue -- westerly;
North-South alley West of	Winchester Avenue from West 94th Street to West 95th Street -- southerly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend to Single Direction.

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

SECTION 1. That an ordinance passed by the City Council December 10, 1964, page 4152, which reads: 1st alley south of West Archer Avenue between South Neva Avenue and South Nottingham Avenue by striking South Nottingham Avenue and inserting in lieu thereof South Nordica Avenue -- easterly.

SECTION 2. Amend ordinance passed March 30, 1984, page 5831 1st east-west alley north of West Foster Avenue between North Menard Avenue and North Monitor Avenue -- easterly by striking North of Foster Avenue and inserting South of Foster Avenue.

SECTION 3. That an ordinance passed by the City Council on December 20, 1965, printed on page 6165 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets and alleys, be and the same is hereby amended by striking therefrom, the following:

1st east-west alley North of West Fullerton Avenue from North Major Avenue to North Mango Avenue -- easterly;

SECTION 4. Amend ordinance passed August 30, 1972, pages 3627-3630 related to South Keeler Avenue striking between the Indiana Harbor belt Railroad and West 69th Street and inserting in lieu thereof between West 55th Street and West 69th Street -- southerly.

SECTION 5. Amend ordinance passed June 6, 1984, page 7251, which reads: West Roscoe Street from North Lincoln Avenue to North Ravenswood Avenue -- easterly by striking easterly and inserting in lieu thereof -- westerly.

SECTION 6. Amend ordinance passed July 6, 1973, page 5924, which reads South Sawyer Avenue between 110th Street and 111th Street by striking West 111th Street and inserting in lieu thereof West 112th Place -- northerly.

SECTION 7. Amend ordinance passed August 30, 1984, page 3628, which reads West 93rd Street from South Eggleston Avenue to South Sangamon Avenue -- westerly and inserting in lieu thereof West 93rd Street from South Eggleston Avenue to South Emerald Avenue -- westerly.

SECTION 8. This ordinance shall take effect and be in force hereinafter its passage and publication.

PARKING METER ZONES ESTABLISHED AND AMENDED
ON PORTIONS OF DESIGNATED 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 meter zones.

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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Parking Meter Zone Established.

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 Area as follows:

Street	Limits
West Bryn Mawr Avenue (both sides)	From North Kimball Avenue to North Bernard Avenue -- Monday thru Saturday. -- 8 A.M. to 9 P.M..

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Meter Zones Amended.

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

SECTION 1. That an Ordinance heretofore passed by the City Council which established Meter Area related to the (north side) of West Chestnut Street from North Clark Street to the first alley west of 100 West Chestnut Street -- 5 meters.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to remove two (2) "Parking Meters" -- 320-2065 and 320-2066 on the west of North Linder Avenue from West Belmont Avenue to the first alley south thereof.

SECTION 3. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the removal of a Parking Meter No. 2086, in front of 2345 West North Avenue.

SECTION 4. That an ordinance passed by the City Council on March 6, 1968, printed on pages 2350-51 of the Journal of the Proceedings of said date, which established parking meter zones (Project NSC), be and the same is hereby amended by adding to Parking Meter Area Number 211-NSC, the following:

North Peshtigo Court (both sides)

Between East Grand Avenue and East Illinois Street -- 30 minute limit.

SECTION 5. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the removal of parking meters on the (south side) of West 55th Street from a point 30 feet west of South California Avenue to a point 60 feet west thereof.

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

**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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

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 Times
South Archer Avenue (north side)	Between South Keeler Avenue and South Tripp Avenue -- 2 hour, 6 A.M. to 6 P.M., Monday thru Saturday;
South Archer Avenue (south side)	Between South Keeler Avenue and South Tripp Avenue -- 2 hour, 9 A.M. to 6 P.M., Monday thru Saturday;
North Nottingham Avenue (both sides)	Between West Higgins Avenue and the 1st alley north thereof - 8 A.M. to 4 P.M., Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Meter Zones Amended.

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

SECTION 1. That an ordinance passed by the City Council on January 23, 1964, printed on pages 2212-2213 of the Journal of the Proceedings of said date, limiting the parking of vehicles on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

West Cortland Street (both sides)

From North Austin Avenue to North
Monitor Avenue -- 1 hour, 9 A.M. to 4
P.M., (except Saturdays, Sundays and
Holidays).

SECTION 2. Amend ordinance passed 4-2-82, page 10389, prohibiting parking on both sides of West 61st Street from South Kedzie Avenue to the 1st alley west thereof by striking therefrom West 61st Street, north side from South Kedzie Avenue to the 1st alley west thereof and inserting in lieu thereof -- Parking Limited -- 15 minutes, 8 A.M. to 5 P.M., -- Monday thru Friday.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE
TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted seven 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

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
South Archer Avenue (both sides)	From South Keeler Avenue to South Tripp Avenue -- Trucks Only;
South Artesian Avenue (west side)	From a point 330 feet south of West 65th Street, to a point 25 feet south thereof -- (6532 South Artesian Avenue -- 891);
North Ashland Avenue (west side)	From West Lawrence Avenue to a point 150 feet north thereof;
North Ashland Avenue (east side)	From West Lawrence Avenue to a point 105 feet north thereof;
South Burnham Avenue (east side)	From a point 124 feet north of East 86th Street to a point 25 feet north thereof -- (8547 South Burnham Avenue -- 872);
South Burnham Avenue (east side)	From a point 242 feet north of East 87th Street to a point 25 feet north thereof -- (8635 S. Burnham Avenue -- 871);
West Byron Street (north side)	From a point 163 feet west of North Laramie Avenue to a point 25 feet west thereof -- (5214 West Byron Street -- 825);
North California Avenue (west side)	From West Waveland Avenue to a point 60 feet north thereof;
South Calumet Avenue (west side)	From a point 428 feet south of East 31st Street, to a point 25 feet south thereof -- (3142 South Calumet Avenue -- 884);
North Campbell Avenue (east side)	From a point 265 feet north of West Albion Avenue, to a point 25 feet north thereof -- (6629 N. Campbell Avenue -- 912) -- (on 12-14-84, as passed);
South Carpenter Street (east side)	From a point 300 feet north of West 74th Street, to a point 25 feet north thereof -- (7333 South Carpenter Street -- 873);
North Central Park Avenue (east side)	From a point 77 feet south of West Wabansia Avenue, to a point 25 feet south thereof -- (1649 North Central Park Avenue -- 887);
West Chestnut Street (north side)	From N. Clark Street to the 1st alley west thereof;

Public Way	Area
South Chicago Avenue (east side)	From East Marquette Road (East 67th Street) to a point 100 feet south thereof;
West Dakin Street (south side)	From a point 220 feet west of North Central Avenue to a point 25 feet west thereof -- (5623 West Dakin Street -- 852);
South Ewing Avenue (west side)	From a point 150 feet north of East 116th Street, to a point 25 feet north thereof -- (11544 South Ewing Avenue -- 897);
West Foster Avenue (north side)	From a point 25 feet west of North Delphia Avenue, to a point 25 feet west thereof -- (8602 West Foster Avenue -- 826);
North Francisco Avenue (west side)	From a point 45 feet south of West Argyle Street, to a point 25 feet south thereof -- (4942 North Francisco Avenue -- 857);
West Glenlake Avenue (south side)	From a point 65 feet east of North Paulina Street, to a point 25 feet east thereof -- (1633 West Glenlake Avenue -- 823);
South Hale Avenue (east side)	From a point 172 feet south of West 104th Street, to a point 25 feet south thereof -- (10419 South Hale Avenue -- 900);
North Hamlin Avenue (east side)	From a point 137 feet north of West Hirsch Street, to a point 25 feet north thereof -- (1415 North Hamlin Avenue. -- 861);
South Harvard Avenue (east side)	From a point 200 feet north of West 72nd Street, to a point 25 feet north thereof -- (7143 South Harvard Avenue -- 862);
North Hermitage Avenue (east side)	From a point 148 feet south of West Irving Park Rd., to a point 23 feet south thereof -- (3943 N. Hermitage Avenue -- 840);
South Karlov Avenue (east side)	From a point 210 feet north of West 60th Street to a point 25 feet north thereof -- (5939 South Karlov Avenue -- 886);

Public Way

Area

South Karlov Avenue (west side)

From a point 175 feet south of West Marquette Road, to a point 25 feet south thereof -- (6718 South Karlov Avenue -- 876);

North Kenmore Avenue (west side)

From a point 170 feet north of West Berwyn Avenue, to a point 40 feet north thereof -- Driveway;

North Kildare Avenue (east side)

From a point 245 feet north of West Berteau Avenue, to a point 25 feet north thereof -- (4225 N. Kildare Avenue);

South Kostner Avenue (both sides)

From West 47th Street, to the 1st alley south thereof;

North LaSalle Street (west side)

From West North Avenue to a point 100 feet north thereof;

South Linder Avenue (west side)

From a point 175 feet north of South Archer Avenue to a point 25 feet south thereof -- (5254 South Linder Avenue -- 899)

South Luna Avenue (west side)

From a point 310 feet south of W. 51st Street, to a point 25 feet south thereof -- (5130 South Luna Avenue - -874);

South Luna Avenue (west side)

From a point 176 feet south of West 54th Street, to a point 25 feet south thereof -- (5418 South Luna Avenue - - 904);

South Manistee Avenue (east side)

From a point 196 feet north of East 127th Street, to a point 25 feet north thereof -- (12639 South Manistee Avenue -- 906);

North Marshfield Avenue (west side)

From a point 65 feet south of West Pearson Street, to a point 20 feet south thereof -- (868 North Marshfield Avenue - - 894);

South Maryland Avenue (west side)

From a point 80 feet north of East 85th Street to a point 25 feet north thereof -- (8450 South Maryland Avenue -- 863);

West McLean Avenue (north side)

From a point 295 feet west of North Central Avenue, to a point 25 feet west thereof -- (3630 West McLean Avenue -- 892);

Public Way**Area****South Mobile Avenue (east side)**

From a point 95 feet south of West 57th Street to a point 25 feet south thereof -- (5709 South Mobile Avenue -- 865);

North Moody Avenue (west side)

From a point 225 feet north of West Ardmore Avenue to a point 25 feet north thereof -- (5824 North Moody Avenue -- 879);

West Nelson Street (north side)

From a point 50 feet west of North Lamon Avenue, to a point 25 feet west thereof -- (4904 West Nelson Street -- 890);

West Nelson Street (south side)

From a point 131 feet east of N. Lamon Avenue, to a point 25 feet east thereof -- (4844 West Nelson Street -- 875);

North Octavia Avenue (west side)

From a point 160 feet south of West Irving Park Road, to a point 25 feet south thereof -- (3946 North Octavia Avenue -- 895);

North Oriole Avenue (west side)

From West Foster Avenue to a point 100 feet south of West Argyle Street;

West Patterson Avenue (south side)

From a point 124 feet west of North Wolcott Avenue, to a point 25 feet west thereof -- (1913 West Patterson Avenue -- 870);

West Pierce Avenue (north side)

From a point 185 feet west of North Paulina Street, to a point 25 feet west thereof -- 1720 West Pierce Avenue -- 855);

North Pittsburgh Avenue (east side)

From a point 225 feet north of West Belmont Avenue to a point 25 feet north thereof -- (3223 North Pittsburgh Avenue -- 864);

North Pontiac Avenue (east side)

From a point 235 feet north of West Belmont Avenue to a point 25 feet north thereof -- (3235 North Pontiac Avenue -- 867);

North Richmond Street (west side)

From a point 20 feet north of West Augusta Boulevard to a point 20 feet north thereof -- (1002 North Richmond Street -- 877);

Public Way	Area
North Spaulding Avenue (east side)	From a point 40 feet north of West Ardmore Avenue, to a point 25 feet north thereof -- (5805 North Spaulding Avenue -- 869);
North Spaulding Avenue (east side)	From a point 185 feet north of West 26th Street, to a point 25 feet north thereof -- (2539 South Spaulding Avenue -- 918);
South Trumbull Avenue (west side)	From a point 220 feet north of West 21st Street, to a point 25 feet north thereof -- (1946 South Trumbull Avenue -- 866);
South Vernon Avenue (east side)	From a point 138 feet north of East 30th Street to a point 184 feet north thereof;
South Wallace Street (east side)	From a point 77 feet north of West 36th Street, to a point 23 feet north thereof -- (3551 South Wallace Street -- 835);
West Walton Street (north side)	From a point 60 feet west of North Rockwell Street, to a point 25 feet west thereof -- (2606 West Walton Street -- 888);
East Walton Street (north side)	From a point 175 feet west of North Seneca Street, to a point 32 feet west thereof;
North Whipple Street (east side)	From a point 20 feet north of West Wellington Avenue, to a point 25 feet north thereof -- (3003 North Whipple Street -- 878);
South Whipple Street (east side)	From a point 55 feet south of West 65th Street to a point 25 feet south thereof -- (6507 South Whipple Street -- 829);
South Wood Street (west side)	From a point 210 feet north of West 47th Street, to a point 25 feet north thereof -- (4636 South Wood Street -- 882);
South Yale Avenue (west side)	From a point 122 feet south of West 126th Street, to a point 25 feet south thereof -- (12612 South Yale Avenue -- 885);
West 17th Street (both sides)	From South Rockwell Street to South Washtenaw Avenue;

Public Way	Area
West 36th Street (north side)	From a point 100 feet east of South Artesian Avenue, to a point 25 feet east thereof -- (2414 West 36th Street -- 856);
West 38th Place (north side)	From a point 50 feet east of the first alley west of South St. Louis Avenue, to a point 25 feet east thereof -- (3548 West 38th Place -- 881);
West 51st Street (south side)	Between South Rutherford Avenue and South Normandy Avenue -- Trucks Only;
West 62nd Street (north side)	From South Harlem Avenue to South Nottingham Avenue;
West 74th Street (north side)	From South Maplewood Avenue to South Washtenaw Avenue -- 2550 to 2700;
West 80th Place (north side)	From a point 145 feet east of South Hoyne Avenue to a point 25 feet east thereof -- (2042 West 80th Place -- 893);
West 111th Street (south side)	From South Homan Avenue, to a point 75 feet east thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS.

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

SECTION 1. Pursuant to Section 27-414 of Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated and during the hours specified:

Public Way	Limits and Time
West Archer Avenue (north side)	From a point 35 feet west of South Natoma Avenue to a point 60 feet west thereof -- 6 A.M. to 6 P.M. -- Monday thru Friday;
West Archer Avenue	From West 47th Street to South Harlem Avenue -- (south side) 7 A.M. to 9 A.M. --

Public Way

Limits and Time

(north side) 4 P.M. to 6 P.M. -- Monday thru Friday;

South Keating Avenue (east side)

From South Archer Avenue to the first alley north thereof -- 8 A.M. to 10 A.M. -- Monday thru Friday;

South Kolin Avenue (both sides)

From South Archer Avenue to the first alley south thereof -- 7 A.M. to 9 A.M. -- Monday thru Friday;

South Lawndale Avenue (east side)

From alley north of 55th Street to alley south and South Lawndale Avenue (west side) from West 55th Street to 1st alley south thereof -- 7 A.M. to 9 A.M. and 4 P.M. to 6 P.M.;

South Martin Luther King Drive

From East 95th Street to East 99th Street -- (west side) 7 A.M. to 9 A.M. and (east side) 7 A.M. to 9 A.M. -- Monday thru Friday;

South Martin Luther King Drive
(both sides)

From East 95th Street to East 99th Street -- 7 A.M. to 9 A.M. -- Monday thru Friday;

South McVicker Avenue (both sides)

From South Archer Avenue to the first alley south thereof -- 8 A.M. to 10 A.M. -- Monday thru Saturday;

West 51st Street (north side)

From South Kenneth Avenue and South Kilbourn Avenue -- 8 A.M. to 10 A.M. -- Monday thru Friday;

East 88th Street (both sides)

From South Wabash Avenue to State Street -- 8 A.M. to 10 A.M. -- Monday thru Friday;

South Archer Avenue (north side)

Between South Keeler Avenue and South Tripp Avenue -- 2 hour -- 6 A.M. to 6 P.M. -- Monday thru Saturday; and

South Archer Avenue (south side)

Between South Keeler Avenue and South Tripp Avenue -- 2 hour -- 9 A.M. to 6 P.M. -- Monday thru Saturday;

North Nottingham Avenue (both sides)

Between West Higgins Avenue and the first alley north thereof -- 8 A.M. to 4 P.M. -- Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMEND PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES.

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

SECTION 1. Amend ordinance passed 9-14-55, page 1032 which reads: West Lunt Avenue (south side) from a point 20 feet west of North Paulina Street to a point 50 feet west thereof and inserting in lieu thereof West Lunt Avenue (south side) from a point 20 feet west of North Paulina Street to a point 50 feet west thereof -- No Parking Anytime, Tow Away Zone.

SECTION 2. Amend ordinance passed 9-25-84, pages 9694-9612 striking North Western Avenue (north side) from West Birchwood Avenue to a point 135 feet north thereof and inserting in lieu thereof North Western Avenue from West Birchwood Avenue to a point 186 feet north thereof.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMEND PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS.

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

SECTION 1. Amend ordinance passed 9-9-60, page 3118 related to South Hoyne Avenue (east side) from West 110th Place to West 111th Street -- 8 A.M. to 10 A.M. -- except Saturdays, Sundays and holidays by striking the above.

SECTION 2. That an ordinance passed by the Council on June 22, 1976, printed on page 3283 of the Journal of Proceedings of said date, prohibiting parking of vehicles on portions of sundry streets during specified hours, be and the same is hereby amended by striking therefrom the following:

South Sayre Avenue (west side) from West Archer Avenue to West 56th Street -- 8 A.M. to 10 A.M. -- except Saturdays, Sundays and holidays and inserting in lieu thereof South Sayre Avenue (west side) from West Archer Avenue to the first alley south thereof -- 8 A.M. to 10 A.M. -- Monday thru Friday.

SECTION 3. Amend ordinance passed 3-29-72, pages 2807 and 2808 by striking West Winona Avenue (north side) between North Lockwood Avenue and North Long Avenue -- 8 A.M. to 10 A.M. -- except Saturday, Sunday and holidays.

SECTION 4. This ordinance shall take effect and be in force hereinafter 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 Park, for the following location:

Street	Limits
W. Eddy Street (both sides)	Between 5722 West Eddy Street and North Major Avenue -- At All Times -- Zone 10;
North Napoleon Avenue (east side)	Between North Nagle Avenue and North Northwest Highway -- At All Times -- Zone 49;
North Oxford Avenue (both sides)	Between the first alley north of North Northwest Highway to West Pratt Avenue -- 8 A.M. to 10 A.M. -- Monday thru Friday;
South Paulina Street (east side)	Between West 38th Street and the first alley north of West Pershing Road -- At All Times -- Zone 31;
South Plymouth Court (east side)	Between West 9th Street and West Cermak Road and (east side) of South Park Terrace between West 9th Street and West Roosevelt Road.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMEND RESIDENTIAL PERMIT PARKING.

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

SECTION 1. That an ordinance passed by the City Council on 2-15-84, page 5087 striking South Nashville Avenue (east side) between West 53rd Street and the first alley north of West Archer Avenue and inserting in lieu thereof South Nashville Avenue (east side) between West 54th Street and the first alley north of West Archer Avenue 8 A.M. to 6 P.M. -- Monday thru Friday, Zone 29.

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

ESTABLISHMENT OF SERVICE DRIVE/DIAGONAL PARKING.

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 street is hereby designated as a service drive and further pursuant to said section diagonal parking is hereby permitted in said newly designated location:

Street	Limits
West Carroll Avenue (both sides)	Between North Clark Street and North Dearborn Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

CLOSE TO TRAFFIC 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 previously referred to the committee on September 6, 18, and November 14, 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
South Indiana Avenue	Between East 118th Street and East 118th Place be closed to traffic from 11 A.M. to 12:30 P.M. on school days provided provisions of Section 27-419 and 27-420 of the city traffic code are fully complied with;
North Kenmore Avenue	From 2125 thru 2141 and the south half of the east/west alley adjoining the school premises-1984/1985 -- 12:30 P.M. and 1:15 P.M.;
West Rice Street	Between North Leavitt Street and North Oakley Boulevard-1984 to June 30, 1985;

Public Way**Area****West 63rd Place****Between South New England Avenue
and South Sayre Avenue-all school days
from 2 P.M. to 3 P.M., 1984- 1985.**

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

SPEED LIMITATION ESTABLISHED ON 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 a proposed order previously referred to the committee on September 6, and 25 1984):

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limits and Speed
South Kedzie Avenue	From West 76th Street to West 87th Street -- 30 m.p.h.;
North Kimball Avenue	From West Irving Park Road to North Milwaukee Avenue -- 20 m.p.h.;

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

**TRAFFIC LANE TOW AWAY 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 on September 6, 18, 25 and December 18, 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 hour of prohibition along said route:

Public Way

Limits and Time

West Aldine Street (south side)

From a point 65 feet east of North Clark Street to a point 55 feet east thereof -- At All Times;

West Archer Avenue

From South Linder Avenue to South Central Avenue;

West Ardmore Avenue (both sides)

From the Lake to North Sheridan Road -- At All Times;

West Division Street (south side)

From North Dearborn Street to North State Street -- 6 P.M. to 6 A.M. -- no exceptions;

West Huron Street (south side)

From North Kingsbury Street to a point 247 feet west thereof -- At All Times;

North LaSalle Street

At 1120 -- At All Times;

Public Way	Limits and Time
South Pulaski Road	From West 53rd Street to West 54th Street -- At All Times;
North Rush Street (east side)	From East Oak Street to East Cedar Street -- At All Times;
North State Parkway (east side)	Between East Division Street and East Goethe Street -- At All Times;
East Illinois Street (north side)	Between North Lake Shore Drive (lower level) and the west property line of North McClurg Court (projected) -- At All Times;
West 63rd Street (both sides)	From North Nottingham Avenue to South Harlem Avenue -- At All Times.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AMEND TOW AWAY ZONE AT SPECIFIED LOCATION.

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 September 6, 1984):

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

SECTION 1. That an ordinance passed 11-23-83, page 3581 related to East 75th Place (both sides) from South Stony Island Avenue to South Blackstone Avenue and striking "North side" from a point 60 feet west of South Stony Island Avenue to the first driveway west thereof;

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

ESTABLISHMENT OF TRAFFIC WARNING SIGNS 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 April 13, September 6, 18, 25, October 1, 16 and 31, 1984):

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type of Sign
Adams and Leamington	"All-Way Stop" sign;
South Archer Avenue and South Lawndale Avenue	"No Turn on Red" signs;
West Argyle Street for North Springfield Avenue	"2-Way Stop" sign;
South Ashland Avenue and West 122nd Street, stopping north-bound traffic on Ashland Avenue	"Stop" sign;
North Bell Avenue and North Cullom Avenue, all corners	"All-Way Stop" sign;
West Belle Plaine Avenue and North Rockwell Street	"Stop" sign;

Street	Type of Sign
West Berteau Avenue and North Oakley Avenue, all corners	"All-Way Stop" sign;
West Burton Place and North Clark Street	"Automatic Control" signals;
(West Side) South Central Park Avenue and West 66th Street	"Stop" sign;
East Chicago Avenue and North Seneca Street	"Automatic Control" signals;
Northeast/northwest corners of North Clark Street and West Chestnut Street, stopping Clark Street	"Stop" sign;
Southeast corner of South Cregier Avenue at the intersection of East 70th Street	"Stop" sign;
North East River Road and West Bryn Mawr Avenue	"Automatic Control" signals;
Northwest corner of South Euclid Avenue at intersection of East 69th Street	"Stop" sign
West Farwell Avenue and North Greenview Avenue	"All-Way Stop" sign;
West Fry Street and North Bishop Street, stopping eastbound traffic on Fry Street	"Stop" sign;
West Fry Street and North Greenview Avenue, stopping eastbound on Fry Street	"All-Way Stop" sign;
Northwest/northeast corners of West Glenlake Avenue and North Campbell Avenue, stopping both Campbell Avenue and Glenlake Avenue	"2-Way Stop" sign;
Northeast corner of South Green Street and West 77th Street, stopping northbound on Green Avenue	"Stop" sign;
North/southbound traffic on Hamlin Avenue at intersection of 62nd Street	"Stop" sign;

Street	Type of Sign
North Hamilton Avenue and West Hood Avenue	"Stop" sign;
North/southbound traffic on South Homan Avenue at intersection of West 58th Street	"Stop" sign;
North/southbound on South Homan Avenue at intersection of West 62nd Street	"Stop" sign;
North Kenneth Avenue and West Sunnyside Avenue	"2-Way Stop" sign;
North Lavergne Avenue for West Henderson Street	"Stop" sign;
West Adams Street for South Kildare Avenue	"Stop" sign;
South Kingston Avenue for East 86th Street	"Stop" sign;
North Loring Avenue and North Lieb Avenue, stopping Loring Avenue	"Stop" sign;
North/southbound traffic on South Lowe Avenue at intersection of West 38th Street	"Stop" sign;
West Marquette Road (north side) at South Central Park Avenue (west of viaduct)	"No Right Turn" 4 P.M. to 6 P.M. -- Monday thru Friday;
North/south traffic on South Martin Luther King Drive at East 75th Street and east/west traffic on East 75th Street at Martin Luther King Drive	"No Turn On Red" 7 A.M. to 7 P.M.;
North Meade Avenue at intersection of West Barry Avenue	"Stop" sign;
South Millard for 110th Street (northwest/southeast corners)	"Stop" sign;
South Morgan Street and West 72nd, stopping Morgan Street	"All-Way Stop" sign;

Street	Type of Sign
South Mozart Street and West 52nd Street, stopping southbound traffic on Mozart Street	"Stop" sign;
North Neenah Avenue at intersection of West George Street	"Stop" sign;
North Nordica Avenue for West Schubert Avenue	"All-Way Stop" sign;
South Oakley Avenue and West 66th Street, stopping north/south traffic on Oakley	"2-Way Stop" sign;
South Oakley Avenue and West 21st Place	"Stop" sign;
South Peoria Street and West 72nd Street, stopping southbound traffic on Peoria Street	"Stop" sign;
West Race Street at intersection of North Hoyne Avenue	"Stop" sign;
South Richmond Street and West 46th Street	"All-Way Stop" sign;
Northwest corner of South Ridgeland Avenue and East 69th Street	"Stop" sign;
North Rockwell Street and West Belle Plaine Avenue	"2-Way Stop" sign;
South Rockwell Street and West 52nd Street, stopping southbound traffic on Rockwell	"Stop" sign;
North/southbound on South St. Louis Avenue at intersection of West 58th Street	"Stop" sign;
North Sayre Avenue and West Byron Avenue	"All-Way Stop" sign;
West Schubert Avenue and North Orchard Avenue	"3-Way Stop" sign;
West Sunnyside Avenue for North Francisco Avenue	"Stop" sign;

Street	Type of Sign
West Sunnyside Avenue and North Springfield Avenue	"All-Way Stop" sign;
East/westbound traffic on West Superior Street at intersection of North Rockwell Street	"Stop" sign;
West Touhy Avenue and North Wolcott Avenue, stopping east/west on Touhy Avenue	"2-Way Stop" sign;
South Troy Street and West 64th Street, stopping southbound traffic on Troy	"Stop" sign;
West Wabansia Avenue and North Mason Avenue	"3-Way Stop" sign;
West Wrightwood Avenue and North Pulaski Road	"Overhead Automatic Traffic" control signal;
South Wood Street and West 53rd Street, stopping north/south on Wood Street and westbound traffic on 53rd Street	"3-Way Stop" sign;
South Woodlawn Avenue and East 58th Street, stopping Woodlawn Avenue	"2-Way Stop" sign;
East 37th Street and South Cottage Grove Avenue	"Automatic Traffic Control" signals;
West 50th Street and South Kilpatrick Avenue	"All-Way Stop" sign;
West 51st Street and South Knox Avenue	"All-Way Stop" sign;
West 52nd Street and South Normandy Avenue	"All-Way Stop" sign;
West 53rd Street and South Normandy Avenue, stopping northbound only;	"All-Way Stop" sign;
West 53rd Street and South Seeley Avenue, stopping east/west traffic on 53rd Street	"2-Way Stop" sign;

Street	Type of Sign
West 54th Street and South Seeley Avenue, stopping east/west traffic on 54th Street	"Stop" sign;
East/westbound traffic on West 58th Street and South Kildare Avenue	"Stop" sign;
East/westbound traffic on West 60th Street and South Hamlin Avenue	"Stop" sign;
West 61st Street and South Knox Avenue	"All-Way Stop" sign;
West 63rd Place and South Normandy Avenue	"All-Way Stop" sign;
West 63rd Place and South Oak Park Avenue	"All-Way Stop" sign;
East/westbound on 64th Street at intersection of South Kenneth Avenue	"Stop" sign;
West 64th Street and South Normandy Avenue	"All-Way Stop" sign;
East/westbound traffic on 65th Street at intersection of South Kenneth Avenue	"Stop" sign;
East/westbound traffic on West 66th Street and South Kilpatrick Avenue	"Stop" sign;
Northeast corner of East 68th Street and South Constance Avenue	"Stop" sign;
East/westbound traffic on East 70th Street and South Euclid Avenue	"Stop" sign;
Northeast corner of West 71st Street, Place and South Bishop Street, stopping westbound traffic on 71st Place	"Stop" sign;
West 72nd Street and South Loomis Street, stopping north/south traffic	"2-Way Stop" sign;

Street	Type of Sign
West 73rd Street and South Aberdeen Street	"3-Way Stop" sign;
West 74th Street and South Lowe Avenue stopping east/west traffic on 74th Street	"2-Way Stop" sign;
West 78th Street and South Hermitage Avenue stopping east/west traffic on 78th Street	"Stop" sign;
Southbound driveway entering West 79th Street from railroad yard between California and Fairfield Avenues	"No Turn on Red", 7 A.M. to 7 P.M.
West 81st Street and South Princeton Avenue, stopping east/west traffic on 81st Street	"2-Way Stop" sign;
West 83rd Street and South LaSalle Street, stopping east/west traffic on 83rd Street	"Stop" sign;
West 83rd Street and South Wentworth Avenue	"3-Way Stop" sign;
West 105th Street and South Maplewood Avenue	"4-Way Stop" sign;
West 110th Street and South Central Park Avenue	"4-Way Stop" sign.

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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AMEND TRAFFIC WARNING SIGNS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on September 18 and October 16, 1984):

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

SECTION 1. Amend ordinance passed 9-25-84, pages 9709-12 striking "West Birchwood Avenue and North Sacramento Avenue" and inserting in lieu thereof "North Sacramento Avenue north/southbound traffic at West Birchwood Avenue- "Stop" sign".

SECTION 2. Order, that the Commissioner of Public Works is hereby authorized and directed to give consideration to the removal of a "stop" sign on the northeast corner of West Jarlath Avenue and North Sacramento Avenue, which was passed by the City Council on 11-9-83, page 3297 of said date.

SECTION 3. Amend ordinance passed 12-28-83, page 4448 which reads "South Talman Avenue and West 107th Street-No right turn, 4 P.M. to 6 P.M." by striking the above and inserting in lieu thereof "West 107th Street at South Talman Avenue (west leg) No right turn, 4 P.M. to 6 P.M., Monday thru Friday".

SECTION 4. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

THRU TRAFFIC PROHIBITED SIGNS ESTABLISHED AT
SPECIFIED LOCATIONS.

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 September 6 and October 31, 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 Thru Traffic Prohibited signs at the following locations:

Public Way	Area
1st alley east of	South Menard Avenue between West 56th Street to West 57th Street;
Entrances to the north/south alley	Bounded by West 48th Street, West 49th Street, South Keating Avenue and South Cicero Avenue;
Entrances to the T alley	Bounded by West 54th Street, West 55th Street, South Pulaski Road and South Harding Avenue;
The T alley	Bounded by West 54th Street, West 55th Street, South Komensky Avenue and South Karlov Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

INSTALLATION OF "DEAF CHILDREN PLAYING" SIGN
AUTHORIZED ON PORTION OF SOUTH
SAWYER 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 September 6, 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 installation of "Deaf Children Playing" signs at the following location:

Public Way	Area
South Sawyer Avenue	Between West 103rd Street and West 104th Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

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 September 6 and 18, 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 Way	Limit and Maximum Load
West Carroll Avenue	At 4100 block -- 5 tons;

Public Way	Limit and Maximum Load
West Fulton Street	At 4600 and 4700 blocks -- 5 tons;
West Race Street	At 4700 block -- 5 tons;
West Thomas Street	From North Damen Avenue to North California Avenue -- 5 tons;
West 127th Street	(North of arterial West 127th Street) between South State Street and South Wentworth Avenue -- 5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

**AMEND PROHIBITION AGAINST MOVEMENT OF TRUCKS
AND COMMERCIAL VEHICLES IN EXCESS OF
33 FEET IN LENGTH.**

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 November 28, 1984):

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

SECTION 1. That an ordinance previously passed by the City Council on 7-11- 57, page 5868 of the Journal of the Proceedings of said date, prohibiting the movement of trucks and commercial vehicles in excess of 33 feet in length, on portions of sundry streets, be and the same is hereby further amended by striking therefrom the following:

West 26th Street (both sides)	Between South Troy Street and South Kenton Avenue.
-------------------------------	--

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

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, February 13, 1985.

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 (October 6, 1982, March 30, 1984, May 9, 1984, May 30, 1984, July 9, 1984, September 6, 1984, September 18, 1984, September 25, 1984, October 1, 1984, October 16, 1984, October 31, 1984, and November 28, 1984) concerning traffic regulations and traffic signs etc. as follows:

Parking Prohibited At All Times:

West Adams Street	At 700-722.
West Ardmore Avenue	At 3252, except for handicapped person.
North Broadway	At 5448.
South Calumet Avenue	At 3142, except for handicapped person.
South Church Street (east side)	At 10313, except for handicapped person.
South East End Avenue	At 5000, from a point 5 feet north of the driveway to a point 5 feet south thereof.
South Ellis Avenue	At 7936, except for handicapped person.
West Howard Street	At 2507, from a point 20 feet east of North Campbell Avenue to the first alley east thereof.
North Hoyne Avenue	At 958.
South Justine Street (east side)	At 9241, except for handicapped person.
South Karlov Avenue	At 5004, except for handicapped person.
North Marmora Avenue	At 2335 (at driveway).
West Van Buren Street (north side)	At 3932, except for handicapped person.
South Western Avenue	At 7450.
West 21st Street (north side)	At 1850, except for handicapped person.

Parking Prohibited During Specified Hours:

South Sayre Avenue (west)	From West Archer Avenue to West 56th Street. -- 8 A.M. to 10 A.M. -- Monday thru Friday.
---------------------------	--

Loading Zones:

North Clark Street	At 3730 from the south property of the Northside Auditorium Building to the north property line of the driveway;
--------------------	--

Loading Zones:

West North Avenue	At 3327 -- 9 A.M. to 6 P.M. -- Monday thru Saturday;
South Pulaski Road	At 2020, 9 A.M. to 9 P.M.
East 118th Street (ss)	From South Michigan Avenue to a point 30 feet east thereof: 8 A.M. to 5 P.M. -- Monday thru Saturday.

Miscellaneous Signs:

North Central Avenue	At 940, installation of School Crossing signs.
Southeast Corner	West 84th Street and South Perry Avenue -- installation of No Truck Traffic signs.

Residential Permit Parking:

South Paulina Street (bs)	Between West 36th Street and West 37th Street -- At All Times.
---------------------------	--

Service Drive:

East 74th Street (ns)	From South Jeffery Boulevard to a point 116 feet west thereof.
-----------------------	--

Speed Limitations:

South Cottage Grove Avenue	From East 103rd Street to East 115th Street -- 30 m.p.h.
West 71st Place	West corner of South Ada Street -- 15 m.p.h.

Traffic Warning Signs and Signals:

(September 6, 1984) "Stop" sign, Southeast corner of South Aberdeen Street and West 84th Street, stopping northbound traffic on northbound Aberdeen Street.

(September 25, 1984) "Stop" sign, On the Southwest corner of West Ainslie Street and North Kedvale Avenue.

(October 16, 1984) "All-Way Stop" signs, West Altgeld Street and North Southport Avenue.

(October 16, 1984) "Stop" signs, For north and southbound traffic on South Avenue "L" at the intersection of East 101st Street.

Traffic Warning Signs and Signals:

(September 18, 1984) "Stop" signs, At the intersection of West Bloomingdale Road (for east and westbound traffic) and North Mason Avenue (one-way street/southerly).

(September 18, 1984) "2-Way Stop" signs, South Calumet Avenue and East 93rd Street, stopping north/south traffic on Calumet Avenue.

(October 16, 1984) "Stop" signs, At the intersection of South Calumet Avenue and East 89th Street, stopping southbound traffic on Calumet Avenue.

(May 9, 1984) "Stop" signs, For north and southbound traffic on North Clybourn Avenue at the intersection of W. Webster Avenue.

(September 6, 1984) "Automatic Traffic Control" signals, At the intersection of North Dewitt Place and E. Chestnut Street.

(October 1, 1984) "Stop" signs, Northwest corner of South East End Avenue at the intersection of E. 68th Street.

(September 6, 1984) "Stop" signs, For northwest and southbound traffic on North Forest Preserve Drive at the intersection of North Pioneer Avenue.

(September 6, 1984) "Stop" signs, At the "T" junction of the 1st east-west alley north of West Fullerton Avenue between North Parkside Avenue and North Major Avenue.

(October 1, 1984) "4-Way Stop" signs, West Grace Street and North Oakley Avenue.

(October 31, 1984) "Stop" signs, South Karlov Avenue and West 80th Place.

(May 30, 1984) "No Left Turn" 4 P.M. to 6 P.M., For southbound traffic on South Kedzie Avenue at the intersection of West 80th Street.

(September 6, 1984) "2-Way Stop" signs, South King Drive and East 109th Street, stopping north/south traffic on King Drive.

(September 6, 1984) "2-Way Stop" signs, South King Drive and East 93rd Street, stopping north and south traffic on King Drive.

(September 18, 1984) "Stop" signs, South Kostner Avenue and West 62nd Street, stopping traffic on Kostner Avenue.

(September 25, 1984) "Stop" signs, On North Lavergne at North Avondale Avenue, stopping North Lavergne.

(September 6, 1984) "Stop" signs, At the corners of LeMoyne and Monitor Streets.

(September 18, 1984) "Stop" signs, North/southbound traffic on South Loomis Street at intersection of West 72nd Place.

Traffic Warning Signs and Signals:

(September 18, 1984) "Stop" signs, On North Mayfield Avenue (one-way street/northerly) at the intersection of West Bloomingdale Road.

(September 18, 1984) "Stop" signs, On North Mayfield Avenue (one-way street/northerly) at the intersection of West Cortland Street.

(October 16, 1984) "Stop" signs, North/southbound traffic on North Melvina Avenue at intersection of West Cornelia Avenue.

(October 16, 1984) "Stop" signs, Either side of intersection of North Mobile Avenue and West Warwick Avenue.

(October 31, 1984) "Stop" signs, At the intersection of North Mobile Avenue and West Newport Avenue.

(September 18, 1984) "Stop" signs, At the intersection of North Mobile Avenue and West Warwick Avenue.

(September 18, 1984) "2-Way Stop" signs, Northwest/southeast corners of North Oak Park Avenue and West Wrightwood Avenue, stopping traffic on Oak Park Avenue.

(September 6, 1984) "Stop" signs, South Perry Avenue and West 81st Street, stopping northbound traffic on Perry Avenue.

(September 6, 1984) "Stop" signs, South Racine Avenue and West 84th Street, stopping Racine Avenue.

(September 25, 1984) "Stop" signs, For north and southbound traffic on South Sacramento Avenue at the intersection of West 82nd Street.

(September 6, 1984) "3-Way Stop" signs, At the intersection of West School Street and North New England Avenue.

(September 18, 1984) "All-Way Stop" signs, At the intersection of West Wilson Avenue and North Harding Avenue.

(September 6, 1984) "Stop" signs, West 42nd Street, At intersection of South Washtenaw Avenue.

(September 6, 1984) "3-Way Stop" signs, West 48th Street and South Leclair Avenue.

(September 6, 1984) "Stop" signs, West 74th Street and South Princeton Avenue.

(October 16, 1984) "Stop" signs, At the intersection of West 80th Place and South Maplewood Avenue.

(October 16, 1984) "Stop" signs, At the intersection of West 80th Street and South Maplewood Avenue.

Traffic Warning Signs and Signals:

(September 6, 1984) "Stop" signs, West 84th Street and South Halsted Street, stopping Halsted Street.

(September 6, 1984) "4-Way Stop" signs, West 95th Place and South Racine Avenue.

(September 6, 1984) "All-Way Stop" signs, East 98th Street and South King Drive.

(September 6, 1984) "Stop" signs, East 98th Street and South Michigan Avenue.

(September 6, 1984) "Stop" signs, East 105th Street and S. Cottage Grove Avenue.

(October 16, 1984) "Stop" signs, For east and westbound traffic on East 108th Street at the intersection of South Forest Avenue.

(October 16, 1984) "4-Way Stop" signs, West 108th Street and South Morgan Street.

(September 6, 1984) "Stop" signs, East 109th Street and South Cottage Grove Avenue.

(October 16, 1984) "2-Way Stop" signs, At the intersection of West 124th Street and South Stewart Avenue, stopping east and west traffic on 124th Street.

Tow-Away-Zone:

North/south alley

Between North Sheridan Road and North Kenmore Avenue from West Glenlake Avenue to West Granville Avenue -- except for emergency vehicles.

No Through Traffic:

West Fletcher Street

At the Junction of the "T" alley behind 5217 West Fletcher.

Weight Limitations:

West Lee Place

North Hoyne Avenue to North Damen Avenue 2200 block, 5-tons;

South Michigan Avenue

Between East 124th Street and East 125th Place, 5-tons;

South State Street

Between East 127th Street and East 126th Place, 5-tons;

West Van Buren Street

4700 block, 5-tons;

South Wentworth Avenue

Between East 127th Street and West 126th Street, 5-tons;

Weight Limitations:

West 47th Place	From South Western Avenue to South Oakley Avenue, 5-tons;
East 109th Street	From South King Drive west to South Indiana Avenue;
East 109th Street	From South King Drive east to South Cottage Grove Avenue, 5-tons.

Amend Parking Prohibited During Specified Hours:

Amend an ordinance passed 10-12-83, page 2343 of the Journal of 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:

"West Gregory Avenue (bs)	From North Olcott Avenue to North Oketo Avenue, 7 A.M. to 4 P.M. Monday thru Friday."
---------------------------	---

Removal of Parking Meters:

North Clark Street	At 4626, Removal of 3-meters.
--------------------	-------------------------------

Amend Traffic Warning Signs:

Amend ordinance passed 12-28-84, page 4448 which reads: South Talman Avenue and West 107th Street -- "No Right Turn" 4 P.M. to 6 P.M. by striking the above and inserting in lieu thereof: West 107th Street at South Talman Avenue (west leg) -- No Right Turn 4 P.M. to 6 P.M. Monday thru Friday.

Amend Single Direction:

Amend by striking: "North Pioneer Avenue between West Berteau Avenue and West Montrose Avenue -- Single Direction: Northerly".

*Code Amendments:**Seat Belt Ordinance*

Amend Chapter 27-342.1 and 27-342.2 -- Seat Belt Ordinance: The Committee previously passed a Seat Belt ordinance on December 18, 1984, printed in the Journal of the above date on pages 12030, 12031, and 12032.

Amend Chapter 27-249.1 Seat Belt Ordinance -- The Committee previously passed a Seat Belt Ordinance of December 18, 1984 printed in the Journal of the above date on pages: 12030, 12031 and 12032.

Amendment to Fortify New State Requirement of Child Restraint Systems in Motor Vehicles. The Committee previously passed a Seat Belt Ordinance on December 18, 1984, printed in the Journal of the above date on pages: 12030, 12031 and 12032.

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

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred* -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
W. DAVIS (27th Ward)	West Van Buren Street (north side) -- at the rear of 1220 -- 6:00 A.M. to 6:00 P.M. - Mondays through Fridays;
	South Jefferson Street (west side) at 336 - 24 hours, Mondays thru Fridays;
MELL (33rd Ward)	West Fullerton Avenue at 3525 --8:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;

Alderman

Location

West Fullerton Avenue at 3569 --9:00 A.M. to 9:00 P.M. -- Mondays through Saturdays.

North Kedzie Avenue at 3508 (25 feet) -- 7:00 A.M. to 8:00 P.M. -- Mondays through Saturdays;

ORBACH (46th Ward)

700 block of West Leland Avenue (south side) -- between North Marine Drive and North Clarendon Avenue -- 24 hours, Mondays thru Sundays;

North Southport Avenue (west side) at 3706 -- 10:00 A.M. to 4:00 P.M. -- Tuesdays through Saturdays;

***Referred--* RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.**

Alderman Stemberk (22nd Ward) presented three proposed ordinances restricting the movement of vehicular traffic to a single direction as follows:

South Drake Avenue between West 26th Street (northerly);

First north-south alley bounded by West 25th Street, West 26th Street, South Drake Avenue and South St. Louis Avenue -- (southerly);

South Drake Avenue from West Cermak Road to West 31st Street -- southerly by striking therefrom the following portion: "West 25th Street and West 26th Street".

***Referred--* PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES 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

HUTCHINSON (9th Ward)

South Lafayette Avenue at 12026 (except for handicapped);

Alderman	Location and Distance
MAJERCZYK (12th Ward)	West 35th Street at 2437 (except for handicapped);
LANGFORD (16th Ward)	South May Street, at 6917 (except for handicapped);
STREETER (17th Ward)	South Vincennes Avenue (east side) from 7049 to the corner south thereof;
HENRY (24th Ward)	West Douglas Boulevard at 3356 (except for handicapped);
W. DAVIS (27th Ward)	North Drake Avenue at 918 --(except for handicapped);
SANTIAGO (31st Ward)	North Kostner Avenue (east side) at 1445 (except for handicapped);
GABINSKI (32nd Ward)	West Barry Avenue (north side) at 2240 (except for handicapped);
MELL (33rd Ward)	North Kedzie Avenue at 2331 (alongside on West Medill Avenue at the driveway);
DAMATO (37th Ward)	West Huron Street at 4931;
O'CONNOR (40th Ward)	North Artesian Avenue at 5541 (except for handicapped);
HANSEN (44th Ward)	North Southport Avenue at 3043 (except for handicapped);
VOLINI (48th Ward)	900 West Leland Avenue between North Clarendon Avenue and North Sheridan Road;
STONE (50th Ward)	West Jarvis Avenue (north side) at 2920 (except for handicapped).

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED
LOCATIONS.

Alderman Mell (33rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on North Talman Avenue (west side) from West Diversey Avenue to the first alley north thereof from 8:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

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
KRYSTYNIAK (23rd Ward)	South Menard Avenue between West 55th Street and West 54th Place (first alley west) -- "No Thru Traffic";
KOTLARZ (35th Ward)	North Sawyer Avenue from 3951 to the first alley south of West Irving Parking Road (east side) -- "Diagonal Parking";
DAMATO for CULLERTON (38th Ward)	West Henderson Street and North Meade Avenue, stopping Henderson Street traffic westbound -- "Stop";
McLAUGHLIN (45th Ward)	Lieb Avenue and North Loring Avenue, stopping southbound traffic on Lieb Avenue -- "Stop";
ORBACH (46th Ward)	East-west entrance of the alley adjacent to 3920 North Greenview Avenue (west side) -- "Deaf Children Crossing";
VOLINI (48th Ward)	North Wayne Avenue, West Ardmore Avenue and West Victoria Street, stopping northbound traffic on Wayne Avenue and westbound traffic on Victoria Street -- "Stop".

Referred -- REMOVAL OF "NO PARKING" SIGNS ON
PORTION OF EAST 35TH STREET.

Alderman Rush (2nd Ward) presented a proposed order to remove "No Parking" sign 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Mondays thru Fridays on the south side of East 35th Street between South Giles Avenue and South Prairie Avenue and a "No Parking" sign 4:00 P.M. to 6:00 P.M. Monday thru Fridays on the north side of East 35th Street between South Giles Avenue and South Prairie Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR
AREAS.

The aldermen named below presented two proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which *were Referred to the Committee on Zoning*, as follows:

BY ALDERMAN STEMBERK (22nd Ward):

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by

a line 25 feet north of and parallel to W. 31st Street; the alley next west of S. Millard Avenue; a line 50 feet north of and parallel to W. 31st Street; S. Millard Avenue; W. 31st Street; and S. Lawndale Avenue.

BY ALDERMAN ORBACH (46th Ward):

To classify as a B5-4 General Service District instead of a B3-4 General Retail District the area shown on Map No. 9-F bounded by

a line perpendicular to N. Broadway Avenue and 175 feet south of the intersection of N. Broadway Avenue and W. Sheridan Road; the alley next east of N. Broadway Avenue; a line 250 feet south of the intersection of N. Broadway Avenue and W. Sheridan Road; and N. Broadway Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented six 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
NATARUS (42nd Ward)	Pillars Rock Church;
STONE (50th Ward)	Winchester-Hood Cooperative, Ridge Wood Estates Condominium Association, Park Gables Apartment Homes Incorporated, North Ridge Condominium Association.(2).

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 -- ESTABLISHMENT OF TAXICAB STAND ON
NORTH STETSON AVENUE.

A proposed ordinance to establish a Taxicab Stand on North Stetson Avenue, along the east curb, from a point 20 feet south of the lot line of East Lake Street to a point 210 feet south thereof, which was *Referred to the Committee on Local Transportation*.

DRAFTING OF ORDER DIRECTED FOR VACATION OF
SPECIFIED PUBLIC WAYS.

Also a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 14th Street and West Barber Street lying between South Halsted Street and South Union Avenue, together with all of the public alleys in the blocks bounded by West 14th Street, West 14th Place, South Halsted Street, and South Union Avenue for the Department of Economic Development (No. 21-1-85-951); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.

Also five proposed orders for issuance of permits to construct, maintain and use canopies on the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Carson Pirie Scott and Company, 36 South Wabash Avenue -- maintain canopy;

Carson Pirie Scott and Company, 36 South Wabash Avenue -- construct and maintain canopy;

New York Life Insurance Company, 115 North Wacker Drive -- maintain canopy

Pick-Harrison Corporation, 68 East Harrison Street -- maintain canopy;

The Talbots, 139 North Wasbash Avenue -- construct and maintain canopy.

TRIBUTE TO LATE ALFRED JEREMIAH DUEVER.

Also a proposed resolution reading as follows:

WHEREAS, Alfred Jeremiah Duever, retired Co-Chief Plumbing Inspector for the City of Chicago was called to his eternal rest on January 22, 1985; and

WHEREAS, Alfred Jeremiah Duever, who had worked as a plumbing apprentice with M. J. Corboy, and was assigned to the 1933 World's Fair in Chicago to inspect all plumbing facilities, and who because of his expertise knowledge of the Plumbing Code was selected by the late Mayor Richard J. Daley to serve on the Committee and Panel for Revisions to the Plumbing Code; and

WHEREAS, Alfred Jeremiah Duever was on the Executive Board of Local 130 of the Plumber's Union and a Fourth Degree Member of the Knights of Columbus, and was a former member of the City of Chicago Police Department, and because of his varied experience was consulted by respected Building Commissioners of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 13th day of February, 1985, A.D., do hereby officially and personally mourn the loss of Alfred Jeremiah Duever and do extend our heartfelt sympathy to his wife, Barbara Duever, and his children, Jerome Duever and Jeanine Marrinson and his stepchildren and grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Alfred Jeremiah Duever family.

Alderman Roti 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 Roti, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN EVANS (4th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

Two proposed ordinances reading as follows:

WHEREAS, The buildings at the following locations, to wit:

4727-4729 South Forrestville Avenue;

4843 South St. Lawrence Avenue;

4847 South St. Lawrence Avenue; and

4845 South St. Lawrence 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:

4727-4729 South Forrestville Avenue;

4843 South St. Lawrence Avenue;

4847 South St. Lawrence Avenue; and

4845 South St. Lawrence 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.

and

WHEREAS, The building located at

611 East 45th 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

611 East 45th 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 Evans, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

***Referred* -- AUTHORIZATION FOR COMMISSIONER OF DEPARTMENT
OF WATER TO INVESTIGATE EXCESSIVE WATER RATE
CHARGE.**

Also a proposed order authorizing and directing the Commissioner of the Department of Water to investigate the allegation of Mr. William Harbour of 1248 East 54th Street, concerning excessive water rates charged to his building located at 5427 South Ridgewood Court, which was *Referred to the Committee on Finance*.

***Referred* -- INSTALLATION OF KIOSK AT SPECIFIED
INTERSECTION.**

Also a proposed order for the installation of a kiosk on the northwest corner of 53rd Street and South Harper Avenue for the Hyde Park Business and Professional Association, 5411 South Hyde Park Boulevard, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BLOOM (5th Ward):

***Referred* -- PAYMENT REQUIRED FOR SPECIAL POLICE
EMPLOYED AT RESOURCE CENTER LOCATED AT
6100 S. BLACKSTONE AVENUE**

A proposed ordinance to require the special police employed by the Resource Center to pay the appropriate license fee of ten dollars pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred - PAVING OF PUBLIC WAYS BY SPECIAL
ASSESSMENT AT SUNDRY LOCATIONS.

Three proposed orders requesting institution of the necessary proceedings for the paving, by special assessment, of various public ways, which was *Referred to the Committee on Streets and Alleys*, as follows:

North-south alley from 10901 to 11049 South Vernon Avenue and from 10900 to 11059 South Eberhart Avenue;

South Wabash Avenue from East 124th Street to East 125th Street;

East-west alley bounded by West 127th Street, South State Street, West 126th Street and South Wentworth Avenue.

CONGRATULATIONS EXTENDED MARY MORAN STANLEY ON
HER 101ST BIRTHDAY.

Also a proposed resolution reading as follows:

WHEREAS, Mrs. Mary Moran Stanley, a lifelong resident of the Pullman area of this great City of Chicago, celebrated her 101st birthday last month; and

WHEREAS, Mrs. Stanley was born January 13, 1884, at 114th and Watt Avenue (now S. St. Lawrence Avenue) and has lived one block away from her birthplace since 1920. She and her husband, John Stanley, had three sons, and she has been long active in her grateful community and has been a lifelong member of the Holy Rosary Church. Mrs. Stanley was part of an influential Pullman family; her brother-in-law was the legendary 9th Ward Alderman, Sheldon W. Govier; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A. D., do hereby offer our congratulations to Mrs. Mary Moran Stanley -- "Mame" to her many friends -- on her 101st birthday, and that we extend to this outstanding citizen our very best wishes for many more happy and prosperous years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Mary Moran Stanley.

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

On motion of Alderman Hutchinson, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

***Referred -- COMMISSIONER OF ECONOMIC DEVELOPMENT DIRECTED
TO APPEAR BEFORE COMMITTEE ON NEIGHBORHOOD AND
COMMUNITY AFFAIRS REGARDING DEPARTMENTAL
PLANS CONCERNING JOB LOSS AND
JOB CREATION.***

A proposed resolution, presented by Alderman Vrdolyak directing the Commissioner of Economic Development to appear before the Committee on Neighborhood and Community Affairs concerning job loss and job creation in the City of Chicago, which was *Referred to the Committee on Neighborhood and Community Affairs.*

Presented by

ALDERMAN MAJERCZYK (12th Ward):

***Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.***

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Outdoor Media, Incorporated, to install a sign/signboard at 3250 South Western Avenue for general advertisers (various copy), which was *Referred to the Committee on Zoning.*

Presented by

**ALDERMAN BURKE (14th Ward) and
ALDERMAN SHEAHAN (19th Ward):**

***Referred -- APPROVAL OF COLLECTIVE BARGAINING AGREEMENT
WITH CITY AND VARIOUS DEPARTMENT OF POLICE
ASSOCIATIONS.***

A proposed ordinance to approve collective bargaining agreements with City of Chicago and representatives of the Chicago Police Department personnel in the ranks of captain, lieutenant and sergeant, which was *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Police and Fire.*

Presented by

ALDERMAN BURKE (14th Ward):

**CONGRATULATIONS EXTENDED TO POLICE SERGEANTS WHO
RETIRED DURING 1984.**

Also a proposed resolution reading as follows:

WHEREAS, We, in this City of immigrants, this City of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department - "We Serve and Protect" - exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, The following Sergeants have devoted years of their lives in service to the people of Chicago and in so doing have personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 13th day of February, 1985, that on behalf of all the citizens of the City of Chicago we do hereby express our appreciation and heartfelt thanks to the Sergeants and their families for the dedication, professionalism and personal sacrifice provided throughout the past years.

The following is the list of Police Sergeants who retired during 1984:

Arthur T. Anderson - 29 years

John W. Martin Jr. - 28 years

John P. Auriemma - 37 years

Edward A. Mas - 26 years

Joseph Babich - 31 years

Ralph A. Mauerhof - 36 years

Marvin J. Berger - 31 years

Allen J. McCann - 36 years

Eugene J. Bogdan - 30 years

Justin J. McCarthy - 36 years

James Bouse - 29 years

Michael V. Bratta - 36 years

Michael J. Burke Jr. - 34 years

James F. Castellano - 36 years

Terry D. Cornell - 20 years

John M. Cullnan - 36 years

Donald E. Cummings - 24 years

John M. Fitzgerald - 35 years

Robert E. Gilroy - 29 years

Frank J. Gregorek - 31 years

Lyle T. Grogan - 25 years

John P. Hennessy - 28 years

Richard A. Jones - 30 years

James A. Lalowski - 28 years

Sam L. Lenoci - 27 years

Virgil E. Lowell - 26 years

Charles M. McCauley - 28 years

Joseph M. McGuire - 28 years

Richard W. Nelson - 36 years

Joseph E. Neurauter - 36 years

William H. Pater - 31 years

Walter R. Pawlowski - 36 years

William W. Robbins - 30 years

Phil A. Roda - 23 years

Ronald R. Rooney - 35 years

Michael Sasso - 34 years

Frank A. Scardina - 38 years

Lewis P. Smith - 28 years

Emil N. Spal - 25 years

Roy C. Swanson Jr. - 36 years

Thomas S. Waller - 27 years

Earl W. Zuelke - 32 years

The following members passed away during the year 1984:

Percy L. Hollins - 29 years

Charles Meiners - 14 years

Richard J. Mason - 30 years

George Murphy - 30 years

Richard Perry - 18 years

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

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO MR. ERNEST CASH
UPON HIS RETIREMENT.

Also a proposed resolution reading as follows:

WHEREAS, Mr. Ernest Cash born in Lawrenceburg, Kentucky, became a life-long resident of the south side of the City of Chicago; and

WHEREAS, Mr. Ernest Cash retired from the Chicago Park District on September 30, 1984, after forty-seven years of dedicated service; and

WHEREAS, Ernest Cash started his career on July 1, 1937, as a Lifeguard at Washington Park under the newly formed Chicago Park District; and

WHEREAS, Ernest Cash has held various positions with the Chicago Park District such as Lifeguard, Lifeguard Captain, Beach Manager, Attendant, Head Attendant, Stationary Engineer; and

WHEREAS, Ernest Cash was to retire as a Building Operating Supervisor, a position that he has held for fifteen years; and

WHEREAS, Ernest Cash is the proud husband of Luella whom he married on December 24, 1944; and

WHEREAS, Ernest has been a Precinct Captain of the 14th Ward Regular Democratic Organization for 35 years; and

WHEREAS, On Saturday, February 9, 1985, his family and friends gathered together at a Testimonial Dinner to honor his retirement at the Beverly Woods Restaurant; now, therefore,

Be It Resolved, That the Mayor and members of the City Council assembled here this 13th day of February, do hereby congratulate Mr. Ernest Cash on his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Ernest Cash in gratitude for his years of dedicated service to the City of Chicago, and to the Chicago Park District.

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*.

Referred - DEPARTMENTS OF ECONOMIC DEVELOPMENT AND
PLANNING DIRECTED TO FILE WRITTEN REPORTS
REGARDING URBAN DEVELOPMENT ACTION
GRANT APPLICATIONS.

Also a proposed resolution, directing the Departments of Economic Development and Planning to file written reports regarding rejection of U.D.A.G. applications and future strategy regarding these matters, which was *Referred to the Committee on Finance*.

Referred – ACTING PURCHASING AGENT OF CITY DIRECTED
TO APPEAR BEFORE COMMITTEE ON FINANCE
CONCERNING CERTAIN CONTRACTS.

Also a proposed resolution, directing the Acting Purchasing Agent of the City of Chicago to appear before the Committee on Finance to answer questions pertaining to contracts submitted to the committee, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN STREETER (17th Ward):

Referred – INSTALLATION OF SIGN/SIGNBOARD AT
7500 SOUTH PERRY AVENUE.

A proposed order for the issuance of a sign permit to Grate Sign Company to install a sign/signboard at 7500 S. Perry Avenue for Popeye Fried Chicken, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

GRATITUDE EXTENDED TO JAMES FAHEY UPON HIS
RETIREMENT FROM CHICAGO FIRE
DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, On February 15, 1985, a testimonial dinner will be held at the Martinique Restaurant to acknowledge James Fahey of the Chicago Fire Department for the thirty-one years of dedicated service to the City of Chicago; and

WHEREAS, James Fahey, a resident of the 19th Ward of the great City of Chicago, started his career on January 16, 1954, was promoted to Lieutenant on August 16, 1960, promoted to Captain on August 1, 1965, promoted to Battalion Chief on April 16, 1973, and was promoted to Director of Personnel on August 1, 1981 and has served with commitment and distinction; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago gathered this 13th day of February, 1985 do hereby commend James Fahey on his thirty-one years of selfless service to the citizens of Chicago, and our most sincere hopes for his happy, successful and prosperous future; and

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

Alderman Sheahan 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 Sheahan, the foregoing proposed resolution was *Adopted*.

***Referred*-- CALLING FOR PUBLIC MEETINGS IN
COMMUNITIES WHERE REDEPLOYMENT OF
POLICE HAS BEEN PROPOSED.**

A proposed resolution calling for Chicago Police Department to hold additional public hearings in communities where redeployment of police has been proposed and urging participation by all concerned parties, which was *Referred to the Committee on Police and Fire*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

***Referred* -- PAVING OF ALLEYS BY SPECIAL ASSESSMENT
AT SUNDRY LOCATIONS.**

Two proposed orders requesting institution of the necessary proceedings for the paving, by special assesment, of various alleys, which was *Referred to the Committee on Streets and Alleys*, as follows:

Alley bounded by West 58th Street, West 59th Street, South Natoma Avenue and South Normandy Avenue;

Alley bounded by West 53rd Street, the railroad tracks, South Kilbourn Avenue and South Kenneth Avenue.

**CONGRATULATIONS EXTENDED TO JOSEPH AND LILLIAN
KROL ON THEIR GOLDEN WEDDING
ANNIVERSARY.**

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Joseph Krol, lifelong residents of Chicago's great southwest side, celebrated fifty golden years of wedded bliss February 9, 1985; and

WHEREAS, Residents at their S. Lorel Avenue address for some 43 years, Lillian and Joe Krol have three children and twelve grandchildren and have always been active in their community and can boast a large number of devoted friends and relatives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby congratulate Mr. and Mrs. Joe Krol on their Golden Wedding Anniversary and extend to this outstanding couple our very best wishes for many more years of happiness and success.

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 TO DON BIALON AS
RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Don Bialon is a recipient of the Ray McDonald Community Achievement Award, given by The Midway Sentinel for outstanding community contributions in Chicago's southwest side area; and

WHEREAS, Don Bialon is part of a family who were pioneers in the great Garfield Ridge area of our City, founding and developing the Midwest Department Store. Don Bialon, who attended the Mark Twain Grammar School, the Central Y.M.C.A. High School and DePaul University, has taken an active role in many area organizations and has been honored by all of them. He and his wife, Helen, have raised a family of three sons and one daughter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Don Bialon on having received the Ray McDonald Community Achievement Award, and extend to this fine citizen 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 Don Bialon.

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 TO DAVID L. CZUBA
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, David L. Czuba, scout leader and outstanding citizen of Chicago's great southwest side, is a recipient of the Ray McDonald Community Achievement Award, given by The Midway Sentinel for exemplary contributions to the community; and

WHEREAS, David L. Czuba is leader for B.S.A. Troop 671 and coordinates activities that bring out the leadership qualities in the young scouts in his charge, and his community involvement also extends to outstanding news photography throughout the area, and he is now entering the local business of a portrait photographer. He is also a highly active member of St. Camillus Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to David L. Czuba on being a recipient of the McDonald Community Achievement Award, and extend to this outstanding young citizen our best wishes for a bright and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David L. Czuba.

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 TO LINDA ANNE DOUGHERTY
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Linda Anne Dougherty, a highly accomplished librarian at Scottsdale, Clearing and the Brighton Park areas of the City of Chicago, has been given the Ray McDonald Community Achievement Award by The Midway Sentinel for her outstanding contributions to the City's southwest side community; and

WHEREAS, Linda Dougherty has spent her entire professional career in the southwest area of our great City, involved not only as a librarian but also with the Clearing Civic League of which she is past president, with the Midway Business Association and the Lech Walesa Triangle, of which she is secretary, and has received many citations for her community activities in the past. She is truly an outstanding and dedicated citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Linda Anne Dougherty on having received the Ray McDonald Community Achievement Award, as well as our best wishes to this outstanding citizen for a bright, happy, prosperous future.

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 TO MARY ANN DYBALA
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Mary Ann Dybala, one of the outstanding businesswomen in the 23rd Ward, is a recipient of the Ray McDonald Community Achievement Award, given by The Midway Sentinel in recognition of dedicated commitment to the betterment of the great southwest side community; and

WHEREAS, Ms. Dybala, a Chicago native, has lived in the Garfield Ridge area since 1950 when she was growing up, and her entire professional life has been spent helping improve the area, devoting her time to many of the community and charitable organizations on the southwest side. As one of the area's most prominent real estate persons, she is involved with the Southwest Realty Board and is known to most of the neighborhood's citizens. She is president of the Garfield Ridge Chamber of Commerce and a key member in the local chapter of the American Cancer Society; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Mary Ann Dybala on being a recipient of the Ray McDonald Community Achievement Award, and our very best wishes to this fine citizen for a happy, successful, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Ann Dybala.

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 TO JOHN P. GELSOMINO
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, John P. Gelsomino is a recipient of the Ray McDonald Community Achievement Award granted by The Midway Sentinel for outstanding contributions to the southwest side community; and

WHEREAS, An outstanding educator and musician, John P. Gelsomino, a graduate of Austin High School and De Paul University, where he received a B.A. and two M.A.'s in music, education and general education, and the University of Florida, where he received a PhD. in education in 1975; and

WHEREAS, John P. Gelsomino is active in many organizations in the southwest area of our great City and has been honored for his cultural and community contributions by most of them; he is also an outstanding family man; he and his wife, Anisia, have two children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to John P. Gelsomino on having received the Ray McDonald Community Achievement Award, and extend to this outstanding citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John P. Gelsomino.

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 TO JOHNNY HYZNY AS
RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Johnny Hyzny, who has spent all of his life on Chicago's great southwest side and has contributed greatly to the high quality of life there, is a recipient of the Ray McDonald Community Achievement Award given by The Midway Sentinel for outstanding community citizenship; and

WHEREAS, A totally committed business and community leader, Johnny Hyzny has long been active in many organizations throughout the area and is well known as operator of the Personality Lodge there. His community and charitable work has made him immensely prominent in his community, where he has received many other awards for his contributions. An outstanding family man, Johnny and his wife, Lorraine, have been married 33 years and have five children and one grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby congratulate Johnny Hyzny on being a recipient of the Ray McDonald Community Achievement Award, and extend to this outstanding citizen our very best wishes for a happy, successful and prosperous future; and

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

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 TO WILLIAM J. KEENAN
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, William J. Keenan, a Chicago Board of Education employee for some 28 years as a high school teacher, counselor and assistant principal, has received the Ray McDonald Community Achievement Award, made by The Midway Sentinel for outstanding community service and dedication; and

WHEREAS, William J. Keenan has worked with community youth at John F. Kennedy High School for almost two decades and is considered an expert in guidance and counseling. He has developed and supervised a faculty handbook, college and career conference programs as well as many alumni activities. He has helped make learning a focal point in the lives of the southwest side community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby congratulate William J. Keenan as recipient of the Ray McDonald Community Achievement Award, and extend to this fine citizen our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William J. Keenan.

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 TO RICHARD LELKO AS
RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Richard Leiko was one of the 1984 recipients of the Ray McDonald Community Achievement Award made by The Midway Sentinel; and

WHEREAS, Richard Leiko, an outstanding community leader and businessman, is active in the Polish American Congress, the Copernicus Foundation, Polish National Alliance, Police American Welfare, the Ethnic Committee in Washington, D.C., and the Board of Catholic Charities; he is also a member of the Knights of Columbus 4th Degree and the American Legion. In addition to these, Richard Leiko is also a primary sponsor of an orphanage in Acapulco, Mexico, and is actively preparing sponsorship of a program on Chicago's Channel 26 to focus on events of interest to our great City's citizens of Slavic descent; and

WHEREAS, Richard Leiko is an outstanding family man, representing all that is good and solid in our society; he and his wife, Marlene, have been married 30 years and have two daughters and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations and best wishes to Richard Leiko on having received the Ray McDonald Community Achievement Award, and extend to this outstanding citizen our most sincere hopes for a happy, successful and prosperous future; and

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

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 TO ANTHONY S. MARUSZAK
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Anthony S. Maruszak has received the Ray McDonald Community Achievement Award, given by The Midway Sentinel for outstanding community service and dedication; and

WHEREAS, A native Chicagoan, Anthony S. Maruszak was raised in the Pilsen area and has been involved there and in Garfield Ridge for many years, being active in the VFW Post No. 2729 and a leader in many of that organization's charitable and community programs. He is also active in the St. Camillus Parish. He and his wife, Helen Louise, have been married over 30 years and have two children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Anthony S. Maruszak on being a recipient of the Ray McDonald

Community Achievement Award and our best wishes to this outstanding citizen for happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony S. Maruszak.

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 TO TED PIEKARZ, SENIOR
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Ted Piekarz, Sr., is a recipient of the Ray McDonald Community Achievement Award, given by The Midway Sentinel in recognition of estimable service to the southwest side community of our great City of Chicago; and

WHEREAS, Ted Piekarz, Sr., has been in the supermarket business since 1931, when his father opened a store on S. Archer Avenue in the community. The store still stands as Steven's Finer Foods, and over the past five decades Ted Piekarz, Sr., has contributed immeasurably to the betterment of the southwest side community. He is a member of the Garfield Ridge Chamber of Commerce, Rhine Post V.F.W. No. 2729, American Legion, and the American Cancer Society. Over the years he has been of great benefit to the youth organizations in the 23rd Ward. He and his wife, Patricia, have five children and are members of St. Albert the Great Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Ted Piekarz, Sr., on having received the Ray McDonald Community Achievement Award, and our best wishes to this great citizen for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ted Piekarz, Sr.

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 TO EUGENE SCHAFER AS
RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Eugene Schaffer, an outstanding citizen of the southwest side community, is a recipient of the Ray McDonald Community Achievement Award in recognition of his tireless dedication by the Midway Sentinel; and

WHEREAS, Eugene Schaffer has been a dedicated worker in virtually every facet of the Garfield Ridge neighborhood's development. As a member of the Garfield Ridge Civic League he worked diligently in getting the John F. Kennedy High School established as well as the Fire Station and later the Paramedics. He has been a member of the Garfield Ridge Council of Organizations for many years, and is a charter member of St. Jane DeChantal Parish. He is also active with the Knights of Columbus and the Kiwanis and has donated great time and effort to many charitable and community activities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985 A.D., do hereby offer our congratulations to Eugene Schaffer on being a recipient of the Ray McDonald Community Achievement Award and our best wishes to this outstanding citizen for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eugene Schaffer:

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 TO REVEREND EDWARD SURGES
AS RECIPIENT OF RAY McDONALD COMMUNITY
ACHIEVEMENT AWARD.

Also a proposed resolution reading as follows:

WHEREAS, Reverend Edward Surges, pastor of St. Rene Goupil Church, has been named a recipient of the Ray McDonald Community Achievement Award, given by the Midway Sentinel for outstanding community dedication and responsibility; and

WHEREAS, Reverend Surges, who grew up on the southwest side of Chicago, has spent most of his life here, interspersed with studies abroad in Rome. In 1974 he was graduated from Loyola University Law School and shortly thereafter came to St. Rene's parish. His innumerable activities in the parish and throughout the southwest side neighborhood include overseeing the many charitable and community responsibilities of the church and organizing many programs for the young people of the area, including a parish school board. Cardinal Bernardin recently assigned Reverend Surges to work two days a week at Catholic Charities, assigning people in their efforts to obtain Social Security benefits; Reverend Surges is assuredly a symbol of total community involvement; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby congratulate the Rev. Edward Surges on being a recipient of the Ray McDonald Community Achievement Award, and also express our gratitude to this fine citizen for his continuing spiritual leadership and inspiration; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Edward Surges.

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 HENRY (24th Ward):

Referred -- AMENDMENT OF CHAPTER 52 OF MUNICIPAL CODE
BY ADDING NEW SECTION 52-11.6 RESTRICTING SALE AND
INSTALLATION OF IONIZATION SMOKE DETECTORS.

A proposed ordinance to amend Chapter 52 of the Chicago Municipal Code by the addition of a new section to be known as Section 52-11.6 which would restrict the sale and installation of ionization smoke detectors, which was *Referred to the Committee on Buildings*.

Presented by

ALDERMAN MARZULLO (25th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEYS.

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 the remaining alleys in the block bounded by W. 15th Place, W. 16th Street, S. Washtenaw Avenue, and S. Rockwell Street for Joseph T. Ryerson and Son, Inc. (No. 24-25-85-952); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN NARDULLI (26th Ward):

Referred -- INSTALLATION OF SIGN/SIGNBOARD AT 1750
NORTH WESTERN AVENUE.

A proposed order for the issuance of a sign permit to Chicago Rite Lite Sign company to install a sign/signboard at 1750 N. Western Avenue for M.A.K. Mini Mart, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- AMENDMENT OF CHAPTER 25.1, SECTION 25.1-8.1 OF
MUNICIPAL CODE CONCERNING PUBLICATION OF RACE
AND SEX STATISTICS FROM DEPARTMENT OF
PERSONNEL.

A proposed ordinance presented by Alderman Santiago, to publicize on the first working date of every month a list of City positions filled by race and sex, which was *Referred to the Committee on Administration Reorganization and Personnel.*

Referred -- REWARD FOR INFORMATION LEADING TO
ARRESTS, PROSECUTION AND CONVICTION IN
ARSON CASES AND STREET GANG
MURDERS.

Also a proposed ordinance urging the City of Chicago to offer a \$5,000 reward to any citizen who supplies information leading to the arrests, prosecution and conviction in arson cases and street gang murders, which was *Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN SANTIAGO (31st Ward) and OTHERS:

Referred -- REWARD FOR INFORMATION LEADING TO
ARRESTS, PROSECUTION AND CONVICTION IN
ARSON CASES AND STREET GANG
MURDERS.

Also a proposed ordinance, presented by Aldermen Santiago, Orbach, Stemberk, Burke, Madrzyk, Roti and Stone, urging the City of Chicago to offer a reward of \$5,000 to any citizen who supplies information leading to the arrest, prosecution and conviction of any person in any arson case and/or street gang murder, which was *Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- CHAPTER 34 OF MUNICIPAL CODE AMENDED
BY ADDING NEW SECTION 34-2.1, PROHIBITING
SHOVELING AND THROWING OF ICE AND
SNOW UPON PUBLIC WAYS.

A proposed ordinance, presented by Alderman Laurino, to specify and prohibit shoveling and throwing of ice and snow upon public ways, which was *Referred to the Committee on Traffic Control and Safety*.

VACATION AND DEDICATION OF SPECIFIED PUBLIC
ALLEY.

Also a proposed order reading as follows:

Ordered, That the Committee of Streets and Alleys is hereby authorized and directed to give consideration to the "vacation and dedication of the first east- west alley and a portion of the north-south alley" bounded by West Lawrence Avenue, North Pulaski Road, West Ainslie Street and N. Keystone Avenue.

On motion of Alderman Laurino, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- PLOWING AND SALTING OF RESIDENTIAL
STREETS WHEN SNOW FALL EXCEEDS FOUR
INCHES.

A proposed resolution establishing a policy to plow and salt all residential streets after arterial streets have been cleared whenever the snow fall exceeds four inches within a 24-hour period, which was *Referrd to the Committee on Streets and Alleys*.

Referred -- STATE LEGISLATURE MEMORIALIZED TO GIVE
CITIES LARGER PART OF LOTTERY PROFITS.

Also a proposed resolution to memorialize the State Legislature, through profit sharing, to order a rebate to each municipality within the State of 33 percent of the net profits generated

in each municipality from the sale of lottery tickets annually, which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN NATARUS (42nd 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:

Chicago Title and Trust Company -- to construct, maintain and use sidewalk vaults and caisson bells located in the public way on East Bellevue Place, North Rush Street and the east-west alley adjacent to 21 East Bellevue Place.

333 North Michigan Avenue Building Corporation -- to maintain and use as now installed a twelve-inch water pipe, together with a ten inch discharge pipe, emerging from the north end of the building at 333 North Michigan Avenue, at a point approximately ten (10) feet west of the west line of North Beaubien Court, thence running in a northerly direction under and across the lower level of East Wacker Drive at a point thirty-six (36) feet east of the North Michigan Avenue Bridge a distance of one hundred fifty (150) feet to the Chicago River.

Referred – INSTALLATION OF SIGN/SIGNBOARD AT
11 WEST DIVISION STREET.

Also a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Outdoor Media Inc. to install a sign/signboard at 11 West Division Street for General Advertisers, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred – ISSUANCE OF PERMIT FOR MAINTENANCE
AND USE OF EXISTING CANOPY.

A proposed order authorizing the City Comptroller to issue a permit to I & R Shoe Company to maintain and use an existing canopy attached to the building or structure located at 2754 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN McLAUGHLIN (45th Ward) and OTHERS:

Referred -- ACCEPTANCE OF GRANT FOR CHICAGO LONG
RANGE CULTURAL PLAN.

A proposed resolution presented by Aldermen McLaughlin, Kelley, Henry, Frost, Hansen, Orbach, Volini and Orr accepting a grant from the Chicago Community Trust to the Department of Cultural Affairs for the purpose of creating the Chicago Long Range Cultural Plan, which was *Referred to the Committee on Cultural Development and Landmark Preservation*,

Presented by

ALDERMAN ORBACH (46th Ward):

CONGRATULATIONS EXTENDED TO EARL AND DOROTHY
COHN AS HONOREES OF CITY OF HOPE.

A proposed resolution reading as follows:

WHEREAS, Earl Cohn and Dorothy Cohn are being honored on March 2, 1985 by the City of Hope, a medical organization dedicated to research and the well-being of our fellow man; and

WHEREAS, Earl Cohn, a distinguished community and philanthropic business leader, who served as President of Superior Tea and Coffee Company of Chicago, a leading food distributor, and who because of his keen administrative ability, was selected by the Israel Bond Division of Food Industry and served on the Board of Directors of B.M.Z., a Chicago home for the aged and on the Fox River Hospital Board, the Guide Dogs of the Desert to help the blind, Child Help, the U.J.A., Isaih, the Israel Tennis Center and the Desert Museum; and

WHEREAS, His wife, Dorothy Cohn, a successful restaurateur, who has also participated in community organizations with her husband, and who served as a PTA President of the Women's Auxiliary of the Los Angeles County Medical Association, and who served with her husband under various philanthropic organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of February, 1985, A.D., do hereby offer our congratulations to Earl and Dorothy Cohn as being the honorees of the City of Hope and extend our best wishes to the members of the City of Hope for a successful campaign; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Earl and Dorothy Cohn.

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*.

Presented by

**ALDERMAN HANSEN (44th Ward) and
ALDERMAN VOLINI (48th Ward):**

Referred – AMENDMENT OF CHAPTER 100.2 OF MUNICIPAL
CODE PROVIDING ACCESS TO MEDIATION FOR
CONDOMINIUM OWNERS.

A proposed ordinance to amend portions of Chapter 100.2 of the Municipal Code regarding various definitions and provisions concerning access to mediation for condominium owners, which was *Referred to the Committee on Buildings*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN EVANS (4th Ward):

The Morning View Baptist Church, 613-615 E. 45th Street -- for demolition of the church property located at 611 E. 45th Street.

BY ALDERMAN OBERMAN (43rd Ward):

Grant Hospital -- for electrical installations on the premises known as 550 W. Webster Avenue.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital -- for construction of a new generator room on the premises known as 2900 N. Lake Shore Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN EVANS (4th Ward):

Provident Hospital and Training School, 500 E. 51st Street.

BY ALDERMAN SAWYER (6th Ward):

LICENSE FEE EXEMPTIONS:

Bray Temple Christian Methodist Episcopal Church Day Care Center, 7300 S. Greenwood Avenue.

Chatham Avalon Nursery and Kindergarden, 26 E. 79th Street.

Chatham Pre-School Center, 741 E. 84th Street.

Chesterfield Tom Thumb Day Care Center, 9214 S. Cottage Grove Avenue.

Emmanuel Community Church Day Care Center, 618 E. 72nd Street.

Grand Crossing Head Start (New World Christian Ministries), 7239 S. Dobson Avenue.

Greater Institutional A.M.E. Day Care Center, 7800 S. Indiana Avenue.

Ingleside Headstart and School Age, 939 E. 72nd Street.

Little People's Institute, 117 E. 87th Street.

Melglow Nursery, 8855 S. State Street.

New Concept Development Center, 7528 S. Cottage Grove Avenue.

South Harper Montessori School, 9011 S. Cottage Grove Avenue.

Tiny Tots Villa, 8128 S. Martin Luther King Drive.

Topsy Turby Nursery and Kindergarden, 723-725 E. 75th Street.

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Center, 1401 S. California Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

Lorretto Hospital Gift Shop, 645 S. Central Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Eleanor Association, 1550 N. Dearborn Parkway.

CANCELLATION OF WARRRANTS FOR COLLECTION:**BY ALDERMAN NATARUS (42nd Ward):**

Northwestern Memorial Hospital, 244 E. Pearson Street -- boiler/fuel burning equipment and unfired pressure vessel inspections.

CANCELLATION OF WARRRANTS FOR COLLECTION:

BY ALDERMAN HANSEN (44th Ward):

Moming Dance and Arts Center, 1034 W. Barry Avenue -- public place of assembly inspection.

BY ALDERMAN VOLINI (49th Ward):

Winthrop Towers (H.U.D.), 4850 N. Winthrop Avenue -- mechanical ventilation inspections.

BY ALDERMAN STONE (50th Ward):

Misericordia (Heart of Mercy Village), 6300 N. Ridge Avenue -- boiler and fuel burning inspection.

Northwest Home for the Aged, 6300 N. California Avenue -- boiler and fuel burning inspection.

REFUND OF FEES:

BY ALDERMAN D. DAVIS (29th Ward):

Austin Messiah Lutheran Church, 908 N. Waller Avenue -- Refund of Warrant No. P1-414250 for the amount of \$58.00.

BY ALDERMAN PUCINSKI (41st Ward):

Faith Evangelical Lutheran Church, 6201 W. Peterson Avenue -- Refund for the amount of \$75.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (October 31, 1984).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 31, 1984 as follows:

Page 10380 -- by deleting the dollar amount "\$1,275" appearing on the third and eighth lines from the top of the page and inserting the dollar amount "\$1,275" in lieu thereof;

Page 10380 -- by making the statement "an aircraft other than those specified in paragraph (a) hereinabove \$1,184" appearing on the eighth and ninth lines from the top of the page in italics;

Page 10380 -- by inserting the words "such landing" immediately after the word "each" appearing on the tenth line from the top of the page.

The motion to correct *Prevailed*.

JOURNAL (January 23, 1985).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, January 23, 1985, as follows:

Page 12772 -- by deleting the word "*of*" appearing on the thirteenth line from the top of the page and inserting the word "*or*" in lieu thereof;

Page 12772 -- by deleting the words "*or revenue measure*" appearing on the fourteenth line from the top of the page;

Page 12773 -- by deleting the words "*unless the taxpayer specifically designates the payment to be applied to a specific item of tax, interest or penalty.*" appearing on the twelfth and thirteenth lines from the bottom of the page;

Page 12773 -- by deleting the comma appearing on the thirteenth line from the bottom of the page and inserting a period in lieu thereof;

Page 12773 -- by inserting the words "*and as to this Chapter*" immediately after the word "*ordinance*" appearing on the second line from the bottom of the page;

Page 12774 -- by inserting the words "*or this chapter*" immediately after the word "*ordinance*" appearing on the first line from the top of the page;

Page 12774 -- by inserting the word "*a*" immediately after the word "*to*" appearing on the seventeenth line from the bottom of the page;

Page 12778 -- by inserting the word "*was*" immediately after the "*who*" appearing on the second line from the bottom of the page;

Page 12779 -- by deleting the number "*10.1-8*" appearing on the tenth line from the bottom of the page and inserting the number "*10.1-9*" in lieu thereof;

Page 12780 -- by deleting the words "*omitting, neglecting, disobeying, resisting or opposing the enforcement of*" appearing on the sixth and seventh lines from the top of the page and inserting the words "*or neglecting, disobeying or refusing to comply with,*" in lieu thereof;

Page 12880 -- by deleting the year "*1989*" appearing on the fourteenth line from the top of the page and inserting the year "*1984*" in lieu thereof.

The motion to correct *Prevailed*.

JOURNAL (January 31, 1985).

Special Meeting.

The City Clerk submitted the printing Official Journal of the Proceedings of the special meeting held on January 31, 1985 at 12:00 P.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (February 4, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 4, 1985 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.

Failed to Pass – AMENDMENT OF CHAPTER 113.1, SECTIONS
113.1-17A, 113.1-21D AND 113.1-36A OF MUNICIPAL
CODE CONCERNING CHICAGO CABLE
COMMUNICATION ORDINANCE.

On motion of Alderman Schulter, the City Council took up for consideration the report of the Committee on Cable Television deferred and published in the Journal of the Proceedings of February 4, 1985, pages 13024-13026, recommending that the City Council pass a proposed ordinance amending Chapter 113.1, Sections 113.1- 17A, 113.1-21D and 113.1-36A of the Municipal Code concerning the Chicago Cable Communication Ordinance.

Alderman Schulter moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas – Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone – 26.

Nays – Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr – 20.

Alderman Pucinski moved to *Verify* the foregoing roll call.

The clerk re-called the roll and 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

The following is said ordinance which failed to pass:

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

SECTION 1. Sections 113.1-17A and 113.1-21D of the Municipal Code of Chicago are hereby amended by striking the following in brackets:

113.1-17A. A Grantee, in consideration of the privilege granted under the franchise for the operation of a cable television system within the public ways of the City, the expense of regulation pursuant to the franchise incurred by the City, and for other costs and considerations, shall pay to the City a franchise fee of not less than five percent (5%) of its annual gross revenues during the period of its operation under the franchise [; and other forms of compensation including, but not limited to, a charge on certain sources of revenue and an interest in ownership or profits].

113.1-21D. [Notwithstanding the foregoing provisions, and except in the case of extraordinary circumstances as approved by the Commission, a Grantee shall not increase the fees for the first tier of service for which there is a monthly subscriber fee nor any installation or reconnection fees proposed in the franchise application above rates specified in said franchise application for a period of forty-eight (48) months from the time service is provided to the first subscriber pursuant to the Grantee's franchise; provided, however, that a Grantee shall have the authority and the right to add to its service or installation fees any Federal, State or local taxes or fees directly imposed on subscribers, and for any additional copyright fees that may be imposed as a result of legislative or judicial action at the Federal, State or local level taken after the filing of the franchise application. If during the term of the franchise a Grantee receives refunds or any copyright payments, it shall without delay notify the Commission, suggest a plan for flow-through of the refunds to its subscribers, and retain such refunds in an interest bearing escrow account pending order of the Commission. After considering the plan submitted by the Grantee, the Commission shall order flow-through of the refunds with accrued interest to the Grantee's subscribers in a fair and equitable manner.]

SECTION 2. Section 113.1-36A of the Municipal Code of Chicago is hereby amended by striking the following in brackets and by substituting the language in italics therefor:

113.1-36A. The franchise shall provide that the CAC shall control the use of [twenty percent (20%)] *ten percent (10%)* of all cable channels (including [twenty percent (20%)] *ten percent (10%)* of all channels on subscriber cables) from their inception, free of charge, as access channels.

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

COMMISSIONER OF STREETS AND SANITATION ORDERED TO
REPORT TO CITY COUNCIL DEPARTMENTAL POLICY
REGARDING FUTURE SALTING AND PLOWING
OF SIDE STREETS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of February 4, 1985, page 13018, recommending that the City Council adopt a proposed resolution ordering the Commissioner of Streets and Sanitation to report to the City Council the departments immediate and future plans to clear side streets and intersections.

Alderman Humes then presented the following amendment to the said proposed resolution:

By striking the words "Northside" appearing on the second line of the first Whereas Clause and on the third line of the Be It Resolved Clause and inserting the word "residential streets" in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Adopt* the said proposed resolution *as amended*.

The motion *Prevailed* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, Accumulations of ice and snow occurring on or after January 1, 1985 on intersections and side streets on the residential streets of the City of Chicago continue to pose a danger to the life and safety of motorists, their passengers, pedestrians and residents; and

WHEREAS, One of the means to eliminate dangerous accumulations of ice and snow on side streets and intersections is to spread salt; and

WHEREAS, It is the duty of the Department of Streets and Sanitation to provide and to maintain safe pedestrian and vehicular conditions on all public streets and intersections; now, therefore,

Be It Resolved, That Commissioner Lester Dickinson is hereby ordered to report to the Chicago City Council on the Department of Streets and Sanitation's immediate plans to clear the ice-laden streets of the City's residential streets and on its policy regarding the future salting and plowing of side streets and intersections.

MISCELLANEOUS BUSINESS.

***Referred* -- REQUEST THAT WARD SUPERINTENDENTS AND
SANITATION CREWS FOLLOW ORDERS REGARDING
PLOWING OF STREETS WITHIN CITY.**

A proposed resolution, presented by Aldermen Sherman, Hutchinson, Humes, Sawyer, Beavers, Kelley and Henry, requesting that ward superintendents and sanitation crews follow the orders of Commissioner Lester Dickinson concerning the plowing of streets within the City, which was *Referred to the Committee on Finance*.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

47 students from Gage Park High School accompanied by Mrs. Lorraine Velco and Donald Graney.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the thirteenth (13th) day of February, 1985, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twentieth (20th) day of February, 1985, at 10:00 A.M., in the Council Chambers in 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, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 20, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.