

(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, September 11, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent – Aldermen Sherman, W. Davis and Gabinski.

Call to Order.

On Wednesday, September 11, 1985 at 11:15 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone – 47.

Quorum present.

On separate motions made by Alderman Humes and Alderman Kelley respectively, it was ordered noted in the Journal that Alderman Sherman was absent due to a car accident and that Alderman W. Davis was absent due to illness.

Invocation.

Dr. Gessel Berry Jr., Pastor, Bethany United Methodist Church, opened the meeting with prayer.

RECOGNITION GIVEN TO JOHN B. W. COREY FOR HIS SERVICE TO CITY OF CHICAGO.

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

WHEREAS, John B.W. (Jack) Corey has compiled an enviable and outstanding record of public service that includes 29 years with the United States Army (1934-1962) and 23 years with the City of Chicago (1962-1985); and

WHEREAS, John Corey attained the rank of Colonel in the U. S. Army and served with distinction with the Army Corps of Engineers; and

WHEREAS, The executive-level positions he has held in City Government include Deputy Commissioner, Department of Public Works (1965-1968); Chief Water Engineer, Department of Water and Sewers (1970-1980) and Commissioner of the newly-created Department of Water from 1980 until his retirement from City service on August 30, 1985; and

WHEREAS, John Corey is a member of various professional societies, such as the American Society of Civil Engineers; American Water Works Association; and as Diplomat, American Academy of Environmental Engineers; and

WHEREAS, John Corey is a director of a number of major civic and service organizations, such as the American Red Cross, American Cancer Society and United Service Organization (USO); now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here on this 11th day of September, 1985, do hereby take this occasion to commend John B. W. Corey for his service to the people of this City, and to issue its formal "Thank You" for his dedication to duty, honor, City and Country; and

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

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

On motion of Alderman Frost, seconded by Aldermen Mell, Pucinski, Natarus, D. Davis and Smith, the foregoing proposed resolution was *Adopted*, unanimously.

Mayor Washington then thanked Mr. Corey for a "job well done".

TRIBUTE TO MR. LARRY CALEB.

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

WHEREAS, On September 1, 1985, Larry Caleb was killed by a C.T.A. train while in pursuit of two men who had snatched an elderly woman's purse from a fast food establishment for which Caleb worked; and

WHEREAS, Mr. Caleb, 31, was employed as an assistant manager for Burger King at Chicago Avenue and State Street; and

WHEREAS, Mr. Caleb chased the two men onto the platform at Grand Avenue, where he was struck by the train when he emerged from one of the niches in the tunnel; and

WHEREAS, Larry Caleb will be long remembered for the gallant effort he made to apprehend the robbers; and

WHEREAS, Larry Caleb is truly deserving of the title, "Good Samaritan"; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 11th day of September 1985, do hereby recognize Larry Caleb for his unselfish heroism and overwhelming display of courage in attempting to assist a fellow citizen; and

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

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

On motion of Alderman Frost, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

RECOGNITION GIVEN TO ADULT DAY CARE PROVIDERS FOR
THEIR YEARS OF SERVICE TO PEOPLE OF CHICAGO.

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

WHEREAS, Adult day care programs provide necessary health maintenance functions and health care including medication monitoring, therapies, rehabilitative services, health education, and family respite services; and

WHEREAS, There are now a growing number of such programs in Illinois; and

WHEREAS, The Illinois Association of Adult Day Care Providers acts as a coordinator and advocate for these public and private programs; and

WHEREAS, Adult day care is a concept that is providing a vitally needed service to our society; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here on this 11th day of September, 1985, do hereby take this occasion to commend the Adult Day Care Providers for their years of service to the people of this City and urge all citizens to learn more about the adult day care services that are available; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Illinois Association of Adult Day Care Providers.

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

On motion of Alderman Volini, the foregoing proposed resolution was *Adopted*, unanimously.

CITY OF CHICAGO URGED TO UNITE WITH MEXICAN COMMUNITY
TO COMMEMORATE THEIR FIGHT FOR FREEDOM.

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

WHEREAS, On the 15th of September, 1810, the Mexican people responded to "The Call" for independence of Father Miguel Hidalgo y Costilla, with blood and valor; and

WHEREAS, The example of liberty and sacrifice for the obtainment of freedom by Father Hidalgo and the independence fighters has been imbued in the spirit of all Mexicans; and

WHEREAS, The patriotism of Francisco Villa, Emiliano Zapata and the men and women who fought for freedom and equality in the Revolution of 1910 reaffirmed the democratic souls of the Mexican nation; and

WHEREAS, Those contributions encompass the arts, business professions and government from whence the City of Chicago has been enriched culturally and economically; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here on this 11th day of September, 1985, do hereby take this occasion to encourage the residents of this City to unite with the Mexican Community in the festivities arranged to commemorate their nation's victorious fight for freedom. Viva Mexico!

Alderman Stemberk 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 Stemberk, the foregoing proposed resolution was *Adopted*, unanimously.

Rules Suspended--CONGRATULATIONS EXTENDED TO LAURENCE R. RATTAY
AND AMERICAN OVERSEAS MEDICAL AID ASSOCIATION FOR THEIR
TIRELESS CONTRIBUTIONS TO MEDICALLY UNDERPRIVILEGED
CITIZENS.

Alderman Hagopian moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The American Overseas Medical Aid Association, a non-profit organization formed in 1971 to aid depressed areas in the United States as well as developing nations to acquire medical information and publications, pharmaceuticals, surgical instruments and other surgical supplies, is located in the very heart of Chicago's own great northwest side; and

WHEREAS, The American Overseas Medical Aid Association (A.O.M.A.A.), has received special recognition, especially for the outstanding services it has rendered to countries deficient in medical aid supplies including Poland, Nigeria, Guatemala, China and Indonesia; and

WHEREAS, A.O.M.A.A. Founder and President Laurence R. Rattay, a nominee for the 1985 President's Volunteer Action Award, has received a special commendation from President Ronald Reagan for his tireless efforts in a virtually one-man mission in getting medical information and supplies to needy people throughout the globe. Laurence R. Rattay has also been the subject of Harry Porterfield's CBS special, "A Man With A Mission"; and

WHEREAS, Laurence R. Rattay is thus one of this area's most conscientious, munificent, caring citizens. His American Overseas Medical Aid Association has quite literally made our world a better place, and he has exhibited a dedication and a sense of purpose that are models for all good people everywhere; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of September, 1985, A.D., do hereby offer our most sincere gratitude and congratulations to Laurence R. Rattay, President of the American Overseas Medical Aid Association, for his organization's tireless and immensely helpful contributions to the medically underprivileged citizens throughout the world. We wish this great man and his organization many, many more successful years of making our world a better place for all people; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Laurence R. Rattay and the American Overseas Medical Aid Association.

Alderman Hagopian 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 Hagopian the foregoing proposed resolution was *Adopted*, unanimously.

Mayor Washington then invited Alderman Hagopian and Mr. Laurence Rattay to the rostrum.

The Mayor and Alderman Hagopian then presented a check to Mr. Laurence Rattay for his organization and thanked him on behalf of the citizens of Chicago.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

***Referred* -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH FARLEY CANDY COMPANY.**

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Farley Candy Company for Land Write-Down of \$.50 per square foot to assist the company in the purchase of property located at 2945 West 31st Street. The proposed project will result in the creation of 250 new jobs.

Your favorable consideration of this ordinance will be appreciated.

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

***Referred* -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH TRI-PACK CORPORATION.**

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

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COMMUNICATIONS, ETC.

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September 11, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Tri-Pack Corporation for a Land Write-Down of \$.50 per square foot to assist the company in the purchase of property located at 2828 South Lock Street. The proposed project will result in the creation of 38 new jobs.

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 MADISON STREET PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 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 additional industrial revenue bonds in the amount of \$700,000 for the financing of a project by Madison Street Partnership.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR APPROVAL AND EXECUTION
OF SUBLEASE AGREEMENT BETWEEN TRANS WORLD
AIRLINES, INCORPORATED, AND FEDERAL
EXPRESS CORPORATION.

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

September 11, 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 approval and execution of a sublease agreement between Trans World Airlines, Inc., and Federal Express Corporation for the sublease of certain premises at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR APPROVAL AND EXECUTION
OF SUBLEASE AGREEMENT BETWEEN TRANS WORLD
AIRLINES, INCORPORATED AND BUTLER
AVIATION-O'HARE, 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

September 11, 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 approval and execution of a sublease agreement between Trans World Airlines, Inc., and Butler Aviation-O'Hare, Inc., for the sublease of certain premises at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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COMMUNICATIONS, ETC.

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

*Referred -- MUNICIPAL CODE CHAPTER 27, AMENDED
BY CREATING NEW SECTION PROVIDING FOR
RESIDENTIAL STREET CLOSING PERMITS.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance to amend Chapter 27 of the Municipal Code by creating a section providing for residential street closing permits.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred -- MUNICIPAL CODE CHAPTER 27, AMENDED
BY INCREASING FINE FOR PARKING VIOLATION
OF STREET CLEANING SIGNS.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Streets and Sanitation, I transmit herewith an ordinance to amend Section 27-366 of the Municipal Code by increasing the fine for parking in violation of street cleaning signs.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR REPROGRAMMING OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO
DEPARTMENT OF HOUSING HOMELESS SHELTER
PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Budget and Management, I transmit herewith a resolution authorizing the reprogramming of Year X Community Development Block Grant Funds in the amount of \$300,000 from the Department of Human Services Emergency Shelter Program to the Department of Housing Homeless Shelter Program.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- AUTHORIZATION FOR REPROGRAMMING OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO
LANDMARK COMMISSION HISTORICAL RESOURCE
SURVEY PROGRAM.

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Budget and Management, I herewith transmit a resolution authorizing the reprogramming of Year X Community Development Block Grant Funds in the amount of \$64,000 from the Department of Public Works Historic Preservation Program to the Landmark Commission Historical Resource Survey Program.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- WITHDRAWAL OF MAYOR'S NOMINATION OF
RALEIGH MATHIS AS EXECUTIVE DIRECTOR OF
OFFICE OF MUNICIPAL INVESTIGATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Raleigh Mathis as Executive Director of the Office of Municipal Investigation submitted to you on April 25, 1984 and resubmitted on October 31, 1984.

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

Referred-- WITHDRAWAL OF MAYOR'S NOMINATION OF
WILLIAM R. SPICER AS PURCHASING
AGENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of William R. Spicer
as Purchasing Agent of the City of Chicago, submitted to you on March 30, 1984.

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

Referred-- MAYOR'S APPOINTMENT OF BESS DONALDSON
AS COMMISSIONER OF DEPARTMENT OF HOUSING.

Honorable Harold Washington, Mayor, submitted the following communication, which
was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Housing and Neighborhood Development:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Bess Donaldson as Commissioner of
the Department of Housing for the City of Chicago and respectfully request your approval
of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF ROBIN CHARLESTON
AS CABLE ADMINISTRATOR.

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COMMUNICATIONS, ETC.

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Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Cable Television:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Robin Charleston as Cable Administrator of the City of Chicago and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF LESTER DICKINSON
AS COMMISSIONER OF DEPARTMENT OF WATER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Lester Dickinson as Commissioner of the Department of Water and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF JOHN J. HALPIN
AS COMMISSIONER OF DEPARTMENT OF STREETS
AND SANITATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed John J. Halpin as Commissioner of the Department of Streets and Sanitation and respectfully request your approval of this appointment.

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

Referred-- MAYOR'S APPOINTMENT OF RONALD PICUR
AS CITY COMPTROLLER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Ronald Picur as Comptroller of the City of Chicago and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF MARY S. SKIPTON
AS PURCHASING AGENT.

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Mary S. Skipton as Purchasing Agent of the City of Chicago for the term ending December 31, 1987 and respectfully request your approval of this appointment.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH MAJESTIC
SCREW-BOLT COMPANY, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement with Majestic Screw-Bolt Co., Inc., for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist Majestic in the purchase of property located at 2160 North Ashland Avenue.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AUTHORIZATION FOR LOAN OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO
LA MARK DEVELOPMENT PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 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 authorizing the execution of loan documents for a \$215,000 loan of Year X Community Development Block Grant funds to LaMark Development Partnership, for the acquisition, renovation and rehabilitation of an industrial complex located at 355 North Ashland Avenue.

Your favorable consideration would be greatly appreciated.

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

Referred -- SALE OF PARCEL 1 IN COMMERCIAL DISTRICT
PROJECT LAWRENCE-KEDZIE TO NORTH RIVER
COMMISSION/LAWRENCE AVENUE
DEVELOPMENT CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 11, 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 sale of

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COMMUNICATIONS, ETC.

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Parcel 1 in Commercial District Project Lawrence- Kedzie to North River Commission/Lawrence Avenue Development Corporation.

Also, enclosed are certified copies of the Resolution adopted by the Commercial District Development Commission at a meeting on June 18, 1985, authorizing the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDED AND
RESTATED AIRPORT USE AGREEMENT AND TERMINAL
FACILITIES LEASE BETWEEN CITY AND
PIEDMONT 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

September 11, 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 approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Piedmont Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT TO AGREEMENT WITH UNITED STATES
GOVERNMENT FOR WATER LINE CONNECTION AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

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

September 11, 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, on behalf of the City of Chicago, of an amendment to an agreement with the United States Government for connection to a water line at Chicago- O'Hare International Airport, dated March 11, 1970.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF CONCESSION
LICENSE AGREEMENT BETWEEN CITY AND FLOWER
PEDDLER, 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

September 11, 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 approval and execution of a concession license agreement between the City of Chicago and Flower Peddler, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

***Placed on File* -- EXECUTIVE ORDER 85-3 CONCERNING
PARKING MANAGEMENT OVERSIGHT COMMISSION.**

A communication from Honorable Harold Washington, Mayor, transmitting Executive Order 85-3 concerning the establishment of a Parking Management Oversight Commission, which was *Placed on File*.

***Placed on File* -- OATH OF OFFICE OF ODELL HICKS AS MEMBER
OF POLICEMEN'S ANNUITY AND BENEFIT FUND.**

Also, the oath of office of Odell Hicks as a member of the Policemen's Annuity and Benefit Fund; filed on August 22, 1985.

***Placed on File* -- REPORTS AND DOCUMENTS FROM
COMMONWEALTH EDISON COMPANY.**

Also, the following communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of September 4, 1985, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of September, 1985.

Statement for bills issued in September, 1985 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month of July, 1985.

Quarterly report to Securities and Exchange Commission (Form 10-Q) as of June 30, 1985."

***Placed on File* -- RESOLUTION FROM POLICEMEN'S ANNUITY
AND BENEFIT FUND CERTIFYING AMOUNT OF TAXES
REQUIRED TO BE LEVIED FOR YEAR 1986.**

Also, a communication from Richard J. Jones, Executive Director of the Policemen's Annuity and Benefit Fund certifying the amount of taxes required to be levied for the year 1986, which was *Placed on File*.

Placed on File -- RECOMMENDATIONS BY COMMISSIONER OF
DEPARTMENT OF PLANNING AND ACTING ZONING
ADMINISTRATOR CONCERNING
MAP AMENDMENTS.

Also, a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of August 28, 1985, showing recommendations of the Commissioner and Acting Zoning Administrator concerning map amendments for which public hearings were held on August 28, 1985, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council, which was *Placed on File*.

FILING OF CERTIFIED COPIES OF ORDINANCE WITH COUNTY
CLERKS OF COOK AND DU PAGE COUNTIES.

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and DuPage Counties on the dates of August 27, 1985 and August 28, 1985, an ordinance authorizing the Issuance of General Obligation Bonds, Refunding Series of 1985, and for levy of taxes to pay principal and interest on said bonds, as passed by the City Council on August 7, 1985.

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on August 20, 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 September 9, 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 August 20, 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:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Jin Gyeong Bae (Winchester Plaza Association) -- to classify as a B4-2 Restricted Service Area instead of a B2-2 Restricted Retail District the area shown on Map No. 13-H bounded by

West Foster Avenue; the alley next east of and parallel to North Winchester Avenue; a line 100.02 feet south of and parallel to West Foster Avenue; and North Winchester Avenue;

Cf Chicago FM, Inc. -- to classify as a Business Planned Development No. 308 as amended instead of a Business Planned Development No. 308 the area shown on Map No. 2-F bounded by

South Franklin Street; West Monroe Street; a line 141.48 feet west of South Franklin Street; and West Arcade Place;

Samaritas, Inc. -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 8 E bounded by

a line 98.25 feet north of East 34th Street; the alley next east of and parallel to South Michigan Avenue; East 34th Street; and South Michigan Avenue;

John M. Clark, Jr. -- to classify as a C1-2 Restricted Commercial District instead of a B5-2 General Service District the area shown on Map No. 18-E bounded by

the alley next north of and parallel to East 79th Street; a line 139.52 feet east of and parallel to South Langley Avenue; East 79th Street; South Langley Avenue, etc.;

Richard V. Lynch, Sr. and Richard V. Lynch, Jr. -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 13-M bounded by

North Milwaukee Avenue; a line 100.0 feet northwest of and parallel to North Parkside Avenue; the alley next northeast of and parallel to North Milwaukee Avenue; and North Parkside Avenue;

Metropolitan Life Ins. Co. -- to classify as a Business Planned Development No. 193 as amended, instead of Business Planned Development No. 193 in the area shown on Map No. 15-D bounded by

the centerline of North Delphia Avenue on the east (except the dedicated portion of said street); the south right of way line of the Kennedy Expressway on the north; West Bryn Mawr Avenue on the south; and a north- south line 663 feet west of the centerline of North Delphia Avenue on the west.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. (7) Knudsen Arnold and Mignon, Jantke Michelle, Garner Mallorie, Hardie Mamie, Huwald John, Obers Henry, Valadez Ezequie, Agustine Mary, American Family Ins. Group (1) Furca Leonard, Asima Mary;

Barnett Donald, Bazant Richard, Belohoubek Dana, Beutel Hazel, Bredehorn Evelyn, Brown Sheila, Budget Rent-A-Car Corporation;

Cady Richard, Cappitelli Phillip, Carr Anthony, Castiglione Frank, City Ventures, Coyle Henry, Crawford J. A., Creamer Daniel;

Mr. Diabjeid;

Economy Fire & Casualty Company (2) Dorgan William F. and Sodini Arlene, Eriksen Allen;

Ford Wallace;

Garcia Hilario, Goldberg Darrell, Goff William Albert, Gaulston Jeanette, Griffin James, Green Talmage, Greyhound Bus Lines, Inc.;

Harris David E., Hauser Frank Jr., Heller Norman, The Hertz Corporation, Hibbard David, Hogan John, Holik Debra, Hullett Jerome, Hurks Vergus;

Jenkins Mr., Johnson Jason, Johnson Jean, Johnson Loretta, Jones Mercedaes;

Kalina Bessie, Khosravian Ali, Knopp Mary, Kompel Jeanette, Kopuchoukos Philip, Kregulecki Jan;

Levens Corey;

Moloy Erwin, Martin Diane, Martin Wessie, Marx Kenneth Allen, Mons Jim, Montgomery Ward Ins. Co. and Rage Donald;

McCullough Fate, McGee Marily and Gatson Bruce, McVicker Paul;

O'Brien John, O'Connor and Schuff and Joe Cahndler;

Parrott Frances, Patel Jagdish, Peoples Gas Light and Coke Company, Phillips Frederick, Pawell Margie, Providence Washington Ins. Co., Ptak Dennis J.;

Rucker Rebecca, Reeter Mary, Rice John, Ritz on Lawrence, Inc.;

Sabath Stuart L., Salazar Julio, Salim Mike, Shaver William M., State Farm Ins. Co. (3) O'Connell Denise, Audisho Yousif and Ward Frank, Stazzone Sam;

Totitano J. (U. S. Shoe Repair);

Velazquez Roberto, Vitalo Gloria;

Weatherly Woodrow Jr., Wells Mitilda, White Regina T.;

Young Nathaniel, Young Willie;

Zamirowski Denis M., Zamirowski Walter A.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR COMMITTEE ON LICENSE.

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

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

SECTION 1. The City Comptroller 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 1985 payable from such appropriation.

FROM:

Account	Number	Amount
Personal Services	100-1256-000	\$1,500

TO:

Account	Number	Amount
Contractual Services	100-1256-100	\$1,500

SECTION 2. The sole purpose of this transfer is to enable the Committee on Licenses to meet unforeseen costs which include cost for court reporting.

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 a viva voce vote.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR
CHICAGO POLICE BOARD.

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

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

SECTION 1. 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 1985 payable from such appropriation.

FROM:

Account	Number	Amount
Other Professional and Technical Services	100-4101-149	\$600
Technical Meeting Costs	100-4101-169	\$200

TO:

Account	Number	Amount
Reimbursement to Travelers	100-4101-245	\$800

SECTION 2. The sole purpose of this transfer is to enable the Police Board to send two persons to the International Conference on Civilian Oversight of Law Enforcement in Toronto from October 1 through 4, 1985.

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 a viva voce vote.

AUTHORITY GRANTED FOR LEVY OF TAXES AND
ADOPTION OF BUDGET FOR SPECIAL
SERVICE AREA NUMBER ONE FOR
YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes on real estate and the adoption of a budget for Special Service Area No. 1 for the calendar year beginning 1986 in the amount of \$1,554,299.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

Alderman Stemberk 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. Findings. The City Council of the City of Chicago finds that on July 7, 1977, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, §1301, et seq.), in and for that part of the City of Chicago which is within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both east and west sides, for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number One"; that the ordinance creating such Special Service Area Number One, in addition to authorizing the issuance of certain bonds, authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed the lesser of one-quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said area or an amount equal

to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; that the ordinance creating such Special Service Area Number One provided for the appointment of the Street Mall Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within such special service area; that the State Mall Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number One for the fiscal year commencing January 1, 1986, and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number One for the tax year 1985 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number One which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

*For the Fiscal Year beginning January 1, 1986
and ending December 31, 1986*

Expenditures.

For personal services, contractual services, and commodities related to the operation and maintenance of the State Street Mall	\$1,375,097
Other charges and capital outlay related to the operation and maintenance of the State Street Mall	175,000
For loss of tax in the process of collection (1%)	4,202
TOTAL	<u>\$1,554,229</u>

Sources of Funds

Tax levy	\$420,264
City share of expense of maintenance and operation of the State Street Mall	<u>1,134,035</u>
TOTAL	<u>\$1,554,299</u>

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, §1301, et seq.), and pursuant to the provisions of an ordinance adopted on July 7, 1977, establishing the "City of Chicago Special Service Area Number One," the sum of \$420,264 as a special tax for the tax year 1985 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number One.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September, 1985, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1985 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number One, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed the lesser of one-fourth of one percent ($1/4$ of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number One or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1986, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

EXECUTION OF AGREEMENT AUTHORIZED BETWEEN CITY
AND STATE OF ILLINOIS FOR IMPROVEMENT
OF LAKE SHORE DRIVE UNDERPASS
AT CHICAGO AVENUE.

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works 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 the Lake Shore Drive Pedestrian Underpass at Chicago Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1985, 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 the Lake Shore Drive Pedestrian Underpass at Chicago Avenue, 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 and the Federal Highway Administration 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 may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures 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 improvement of the Lake Shore Drive Pedestrian Underpass at Chicago Avenue. The existing 10- foot wide underpass structure will be removed and replaced with a new 24-foot wide structure, and a landscaped seating plaza will be constructed at the west end of the underpass. Seating will be provided at both entrances to the structure and steel rail fencing will be installed around underpass ramps and the seating plaza.

Appropriate underpass and plaza lighting will be installed. Drainage structures will be constructed 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 superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$1,400,000
Force Account Construction	\$150,000
Construction Engineering/Supervision	<u>\$150,000</u>
TOTAL:	\$1,700,000

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 \$1,700,000)	\$1,445,000
Non-Federal Share (State) (15% of \$1,700,000)	<u>\$255,000</u>
TOTAL:	\$1,700,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$280,000 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 and/or the force account construction work is not authorized by December 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.

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, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

LEVY OF TAXES AUTHORIZED FOR COMMUNITY COLLEGE
DISTRICT NO. 508 FOR FISCAL YEAR JULY 1,
1985 THROUGH JUNE 30, 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes for the fiscal year July 1, 1985 through June 30, 1986 for Community College purposes of the Board of Trustees of Community College District No. 508 in the amount of \$56,576.539.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, Schulter, Volini, Orr, Stone -- 40.

Nays -- None.

Alderman Natarus was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a recessed regular meeting held August 10, 1984, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30,

1985, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1984, and ending June 30, 1985, and pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held August 21, 1985, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1985, and ending June 30, 1986; and,

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

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

and cost of collecting taxes levied for the fiscal year and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collector's books; and,

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

WHEREAS, Pursuant to provisions of Section 4 of the Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did, by resolution adopted at its recessed special meeting on July 31, 1985, which date was not less than twenty (20) days prior to the adoption of its aggregate levy, determine the amounts of money, exclusive of any portion of that levy attributable to the costs of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for the year 1985 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which resolution is in words and figures as follows:

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

"RESOLUTION

"DETERMINE THE AMOUNT OF TAXES NECESSARY TO BE LEVIED
FOR THE YEAR 1985

"WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amounts of money necessary to be raised by taxation for the year 1985 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of any portion of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, attributable to the cost of conducting an election required by the general election law, which portion is hereinafter referred to as "election costs", and which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985, are equal in total to the amount of \$41,721,190.00; and,

"WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amount of property taxes to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1984, is \$42,218,152.63; and,

"WHEREAS, The sum of the amounts heretofore levied and to be extended and the amounts estimated to be levied and extended for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the years 1985 and 1984 for the purpose of providing monies for the payment of the principal of and interest on bonds of Community College District No. 508, County of Cook and State of Illinois, and for the purpose of providing monies for the payment of the annual rentals under the terms of the leases entered into or to be entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, which amounts are not included in the aggregate levies for the years 1985 and 1984 heretofore set forth, are as follows:

Tax Year	For the Payment of Bond Principal Interest	For the Payment of Public Building Commission Rentals
1985	None	\$20,063,682.00
1984	None	\$15,009,981.45; and,

"WHEREAS, The amount of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be necessary to be raised by taxation for the year 1985 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which amount is \$41,721,190.00, is equal to approximately 98.82 per cent of the amount of property taxes estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1984, which amount is \$42,218,152.63; now, therefore,

"BE IT RESOLVED, That pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, determines that the amounts of money estimated to be necessary to be raised by taxation for the year 1985 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985 are equal in total to the amount of \$41,721,190.00."; and,

WHEREAS, Such amounts of money, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be raised by taxation for the year 1985 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, are not more than 105% of the amounts of money, exclusive of election costs, which have been extended upon the levy for the year 1984 for Community College District No. 508, County of Cook and State of Illinois; and,

WHEREAS, Thereafter at said regular meeting held August 21, 1985, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC- 4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; for the year 1985, which resolution is in words and figures as follows:

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

"RESOLUTION:

"ORDER, DEMAND, AND DIRECTION -- TAX LEVY FOR THE YEAR 1985

"BE IT RESOLVED, And it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1985 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for educational purposes; a tax for building purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; a tax for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in the reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; a tax for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as follows:

	<u>Amounts To Be Included in Tax Levy</u>
"For educational purposes	\$26,562,959
"For building purposes and the purchase of grounds	\$7,589,417
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1	\$920,736
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$4,363,550
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$1,688,640
"For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local	

Governmental and Governmental Employees Tort Immunity
Act of the State of Illinois \$329,185

"For the purpose of providing monies for the payment
of auditing expenses under provisions of Chapter 85,
Section 709, of the Illinois Revised Statutes, as
amended \$266,703

"For the purpose of providing monies for the payment
of the annual rental under the terms of the lease
entered into by and between the Board of Trustees of
Community College District No. 508, County of Cook and
State of Illinois, and the Public Building Commission
of Chicago providing for the leasing of Skill Center
Project SC-1 from the Public Building Commission of
Chicago \$206,912

"Less:
Reduction in the amount heretofore levied and to
be extended for the purpose of providing monies
for the payment of the annual rental under the
terms of the lease entered into by and between
the Board of Trustees of Community College
District No. 508, County of Cook and State of
Illinois, and the Public Building Commission of
Chicago providing for the leasing of Skill Center
Project SC-1 from the Public Building Commission
of Chicago, for the year 1985 by the total
amount expected to be allocated for this
purpose from personal property tax replacement
revenue \$53,646 \$153,266

"For the purpose of providing monies for the
payment of the annual rental under the terms of
the lease entered into by and between the Board
of Trustees of Community College District No.
508, County of Cook and State of Illinois, and
the Public Building Commission of Chicago
providing for the leasing of Truman College
(Phase II) and North Side Skill Center Project
JC-2, Daley College Project JC-3, and Olive-Harvey
College Project JC-4 from the Public Building
Commission of Chicago \$9,330,208

"For the purpose of providing monies for the payment
of the annual rental under the terms of the lease
entered into by and between the Board of Trustees of
Community College District No. 508, County of Cook
and State of Illinois, and the Public Building

Commission of Chicago providing for the leasing of
Loop College Project JC-5 from the Public Building
Commission of Chicago

\$5,371,875

as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, which Annual Budget of the Board of Trustees of Community College District No. 508,

County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a recessed regular meeting on August 10, 1984, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting on August 21, 1985, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and,

"BE IT FURTHER RESOLVED, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1985; and,

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

WHEREAS, The amounts of taxes to be levied for Community College District No. 508, County of Cook and State of Illinois, for the year 1985 as set forth in the Resolution: Order, Demand and Direction - Tax Levy for the Year 1985 as set forth above are not in excess of the proposed levy stated in the notice published pursuant to provisions of Section 6 of the Truth in Taxation Act of the State of Illinois; now, therefore,

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

SECTION 1. That the sum of Fifty-six Million Five Hundred Seventy-six Thousand Five Hundred Thirty-nine Dollars (\$56,576,539), being the total of the appropriations heretofore legally made by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, which are to be collected from the tax levy of the current year,

1985, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for all community college purposes of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as appropriated for the current year, 1985, by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a recessed regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 10, 1984, and by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting of said

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 21, 1985, be and the same hereby is levied for the year 1985 on all property within the said Community College District No. 508, County of Cook and State of Illinois, subject to such taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over the same, the said tax so levied being for the current tax year, 1985, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1985, and in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, reference to which is hereby made, and which budgets are hereby made a part hereof and are on file with the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

	<u>Amounts To Be Included in Tax Levy</u>
For educational purposes	\$26,562,959
For building purposes and the purchase of grounds	\$7,589,417
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1	\$920,736
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$4,363,550
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$1,688,640
For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the	

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

\$329,185

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

\$266,703

For the purpose of providing monies for the payment

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

\$206,912

Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago, for the year 1985 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$53,646

\$153,266

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

\$9,330,208

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

\$5,371,875

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

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

CORPORATION COUNSEL AUTHORIZED TO EXECUTE
SETTLEMENT AGREEMENT OR ENTER INTO
CONSENT DECREE IN MATTER ENTITLED
SANTUCCI CONSTRUCTION COMPANY
vs CITY OF CHICAGO AND
ILLINOIS CENTRAL
GULF RAILROAD.

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

Ordered, That the Corporation Counsel is hereby authorized to execute a settlement agreement or enter into a consent decree in the matter entitled *Santucci Construction Co. v. City of Chicago and Illinois Central Gulf Railroad* in the amount: \$185,128.75.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
103(b)(4)(A) MORTGAGE REVENUE BONDS
TO MLA 401 PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the conditional approval of 103 (b) (4) (A) mortgage revenue bonds for the construction of a residential housing complex by MLA 401 Ontario Partnership to be located on the southeast corner of Ontario Street and McClurg Court in the amount of \$50,000,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, 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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

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

WHEREAS, MLA 401 Ontario Partnership, an Illinois limited partnership to be formed (the "Partnership") the general partners of which are Marvin B. Myers, Paul A. Levy and Anthony J. Augustine, wish to secure financing for the acquisition, construction and

equipping of a residential rental housing facility to be located on the southeast corner of Ontario Street and McClurg Court at 401 East Ontario Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City, now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller and the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount not to exceed \$50,000,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or her designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982.

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and MLA 401 Ontario Partnership, an Illinois limited partnership to be formed (the "Partnership"), the general partners of which are Marvin B. Myers, Paul A. Levy and Anthony J. Augustine.

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

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction, and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at 401 East Ontario Street (the "Project"). Upon completion of the construction, the Project will provide approximately three hundred ninety-nine (399) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount not to exceed \$50,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

(e) The revenue Bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said Bonds. No holder or owner of any of said Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said Bonds or the interest thereon. The principal of, premium, if any, and interest on said Bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenue Bonds, or by a pledge directly to the holders and owners of said Bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

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

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, will permit the Bonds to be sold or placed by such underwriter or underwriters as are selected and approved by the City Comptroller and the Commissioner of the Department of Housing, and, if satisfactory purchase arrangements can be made, the City will 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 in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan 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 Partnership. Subject to the conditions above stated, the Partnership agrees as follows:

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

(b) The Partnership will take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate not to exceed 10% or such higher rate as may be acceptable to the Partnership and the City, both during construction and as the permanent loan rate. Such stated rate of interest shall not include the amounts necessary to provide for payment of costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City, which costs shall be paid by the Partnership in addition to the interest on the Mortgage Loan. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) take such actions as may be necessary to obtain at least an A rating for the Bonds from a nationally recognized rating agency; and (iii) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 10% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest on the Mortgage Loan.

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated 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 and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transaction.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103 (b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours, all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) That the Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities" guidelines (the "TEMPO Guidelines"), said "TEMPO Guidelines" having been published by the Department of Housing and effective as of February 1, 1985.

(f) That the Partnership will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the "TEMPO Guidelines". All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of this Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee,

following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
103(b)(4)(A) MORTGAGE REVENUE BONDS TO
GRACE-SHEFFIELD PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the conditional approval of 103(b)(4)(A) mortgage revenue bonds for the construction of a residential housing complex by the Grace-Sheffield Partnership to be located at the northeast corner of Grace and Sheffield Streets in the amount of \$3,500,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, 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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

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

WHEREAS, Grace-Sheffield Partnership, an Illinois limited partnership to be formed (the "Partnership") the general partner of which is Milton Zale, wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located on the northeast corner of Grace and Sheffield Streets at 3801 North Sheffield

Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for acquisition, construction and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount not to exceed \$3,500,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or her designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982.

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Grace-Sheffield Partnership, an Illinois limited partnership to be formed (the "Partnership"), the general partner of which is Milton Zale.

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

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction, and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at 3801 North Sheffield Street (the "Project"). Upon completion of the construction, the Project will provide approximately eighty (80) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount not to exceed \$3,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

(e) The revenue Bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said Bonds. No holder or owner of any of said Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said Bonds or the interest thereon.

The principal of, premium, if any, and interest on said Bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an Indenture of Trust for the benefit of the holders of said revenue Bonds, or by a pledge directly to the holders and owners of said Bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

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

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, will permit the Bonds to be sold or placed by such underwriter or underwriters as are selected and approved by the City Comptroller and the Commissioner of the Department of Housing, and, if satisfactory purchase arrangements can be made, the City will 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 in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan 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 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 Partnership. Subject to the conditions above stated, the Partnership agrees as follows:

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

(b) The Partnership will take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate not to exceed 10% or such higher rate as may be acceptable to the Partnership and the City, both during construction and as the permanent loan rate. Such stated rate of interest shall not include the amounts necessary to provide for payment of costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City, which costs shall be paid by the Partnership in addition to the interest on the Mortgage Loan. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) take such actions as may be necessary to obtain at least an A rating for the Bonds from a nationally recognized rating agency; and (iii) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 10% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest on the Mortgage Loan.

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated 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 and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transaction.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103 (b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours, all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) That the Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities: guidelines (the "TEMPO Guidelines")", said "TEMPO Guidelines" having been published by the Department of Housing and effective as of February 1, 1985.

(f) That the Partnership will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the "TEMPO Guidelines". All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of the Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee,

following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND FOR FINANCING OF PROJECT
BY APPETIZERS AND, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for the financing of a project in the amount of \$1,600,000 to Appetizers And, Incorporated, located at 2555 North Elston Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

The following is said ordinance as passed:

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

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

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of March 12, 1985, with Appetizers And, Inc., an Illinois corporation (the "Company"), whereby the Company agreed to acquire land and an existing building located thereon and to construct and install improvements thereto, all to be located at 2555 North Elston Avenue, Chicago, Illinois (the Project") and to be used by the Company as a facility for the manufacture, storage and distribution of appetizers and other food products; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on April 18, 1985; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the acquisition of approximately 85,000 square feet of real estate, including the approximately 42,000 square-foot building situated thereon, and the construction of improvements to said building, at 2555 North Elston Avenue in the City of Chicago, Illinois (the "Project"); and

WHEREAS, Said real estate is to be owned by the Company (through the Land Trust hereinafter referred to) and the Project is to be used by the Company for the manufacture, storage and distribution of appetizers and other food products; and

WHEREAS, Said Project shall constitute an "industrial development project" within the meaning of the Enabling Ordinance; and

WHEREAS, It is proposed that the Issuer shall enter into a Loan Agreement with the Company (the "Agreement"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and installation, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, construction and installation of the Project as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including cost relating to the preparation and issuance of the revenue bond, will be not less than \$2,200,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond, Series 1985 (Appetizers And, Inc. Project)" upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois; and

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

pursuant to notice given by the City Clerk of the Issuer and published in *The Chicago Tribune* on July 8, 1985; now, therefore,

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

Definitions.

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

"Agreement" means the Loan Agreement dated as of June 1, 1985, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Arbitrage Regulation Agreement" means the Arbitrage Regulation Agreement dated as of the date the Bond is issued, by and among the Issuer, the Company and the Bank, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of June 1, 1985, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Assignment of Beneficial Interest" means the Collateral Assignment under Land Trust dated as of June 1, 1985 from the Company to the Issuer, as from time to time supplemented and amended.

"Authorized Company Representative" means such person at the time and from time to time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Bank, containing the specimen signature of such person, signed by the president, any vice president or the secretary of the Company. Such certificate may designate an alternate or alternates.

"Bank" means American National Bank and Trust Company of Chicago, Chicago, Illinois, a national banking association duly organized and validly existing under the laws of the United States of America, its successors and assigns, and any subsequent registered owner of the Bond.

"Bond" means the Industrial Development Revenue Bond, Series 1985 (Appetizers And, Inc. Project) of the Issuer, in the principal amount of \$1,600,000, to be issued pursuant hereto.

"Bond Counsel" means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of June 1, 1985, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Building" means the approximately 42,000 square-foot existing building situated on the Land, comprising a portion of the Project.

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

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

"Construction Fund" means the City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund (Appetizers And, Inc. Project) created and established in Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Depository" means American National Bank and Trust Company of Chicago as Depository under the Depository Agreement.

"Depository Agreement" means the Depository Agreement by and among the Issuer, the Company and the Depository dated as of June 1, 1985.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (ii) the delivery to the Company of an opinion of Bond Counsel to the effect that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (iii) the filing by the Company or any other principal user of the Project with the Bank, any other owner of the Bond or the Internal Revenue Service of any certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the owner of the Bond or any former owner of the Bond (other than any such owner who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Bank or any other owner of the Bond shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code).

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended.

The term "event of default" means those events specified in and defined in Section 11 hereof.

"Event of Taxability" means the date of the occurrence of the event which results in a Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

"Guarantors" means George E. King, a resident of Evanston, Illinois and Patricia J. Domanik, a resident of Chicago, Illinois.

"Guaranty" means the Guaranty Agreement dated as of June 1, 1985, from the Guarantors to the Bank, as from time to time supplemented and amended.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Improvements" means the improvements, fixtures and related property to be constructed on the Land and the Building and to be financed with a portion of the proceeds of the Bond, comprising a portion of the Project.

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

"Land" means the approximately 85,000 square feet of real estate more particularly described in Exhibit A attached to and made a part of the Agreement, comprising a portion of the Project.

"Land Trust" means LaSalle National Bank, not individually but as trustee under Trust Agreement dated April 25, 1985, and known as Land Trust No. 109659, and any successor trustee as provided for in said Trust Agreement, of which Land Trust the Company is the sole beneficiary.

"Mortgage" means the Mortgage and Security Agreement dated as of June 1, 1985, by and among the Land Trust, the Company and the Issuer, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company made payable to the Issuer and endorsed by the Issuer to the Bank, pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made under the Agreement, payments on which Note are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond when due.

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

"Prime Rate" means the per annum rate of interest from time to time announced by American National Bank and Trust Company of Chicago as its prime rate at its banking house in Chicago, Illinois.

"Project" means the Land, the Building and the Improvements to be acquired, constructed and installed by the Company and financed in part with the proceeds of the Bond, as defined and described in the Agreement.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and underemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, and the attraction of new businesses to said City, the Project, as described in the preamble hereto, shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commissioner of the Department of Economic Development of the City of Chicago in publishing notice of the public hearing as required by Section 103(k) of the code is in all respects ratified, confirmed and approved, and the holding of said public hearing by said Commissioner of the Department of Economic Development, or his designee, is hereby acknowledged, ratified, confirmed and approved. The estimated cost of the acquisition, construction and installation of the Project is not less than \$2,200,000, of which \$1,600,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the project and the use thereof by the Company as hereinbefore provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the Bond, the assignment of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and the Assignment of Beneficial Interest pursuant to the Assignment, and the execution and delivery of the Guaranty by the Guarantors, are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. That for the purpose of financing a portion of the cost of the project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond, Series 1985 (Appetizers And, Inc. Project) which shall be issued in the principal amount of \$1,600,000, dated the date of its delivery (except as otherwise provided herein), lettered R and numbered 1, and issued in fully registered form in the name of American National Bank of Chicago, or registered assigns, shall mature as to principal in one hundred eighty (180) consecutive monthly principal installments payable on the first day of each month commencing with the first month following the date thereof, and consisting of (i) one hundred seventy-nine consecutive principal installments of \$8,888.88, and (ii) a final principal installment of \$8,890.48, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and shall bear interest (except as hereinafter provided) on the unpaid principal amount of the Bond from the date of the Bond at the rate of seventy-four percent (74%) of the Prime Rate in effect from time to time, payable on the first day of each month, commencing with the first month following the date thereof, until said principal amount is

paid; *provided*, that the determination of the applicable interest rate shall be made monthly and the determination for each month shall be made on the basis of the Prime Rate in effect on the first day of such month. Interest shall be computed on the basis of a calendar year consisting of 360 days and charged on the basis of the actual number of days elapsed.

So long as American National Bank and Trust Company of Chicago, Chicago, Illinois (or any other banking association or corporation organized under the laws of the United States of America or any state, district or territory thereof) is the owner of the Bond, and prior to the occurrence of an Event of Taxability, in the event that on any date or dates after the issuance of the Bond the maximum marginal Federal income tax bracket at which said bank could be taxed pursuant to the Code or any future United States internal revenue or similar law applicable to said bank (hereinafter referred to as the "Tax Rate") is greater or less than forty-six percent (46%), the interest rate borne by the Bond shall be (except as hereinafter provided) that percentage of the Prime Rate arrived at by multiplying the difference between one hundred percent (100%) and the then applicable Tax Rate, by one hundred thirty-seven and four one hundredths percent (137.04%) (said interest rate fluctuating accordingly with any changes from time to time in the Tax Rate). If while a financial institution to which Section 291(a)(3) of the Code, or any successor provision thereto ("Section 291(a)(3)"), applies is the owner of the Bond, there is a Change (the "Change") in the TEFRA Disallowance Deduction (as hereinafter defined) which takes effect after the date of issuance of the Bond, the interest rate borne by the Bond shall automatically be adjusted as of and on the effective date of any such Change by adding thereto a percentage equal to ninety (90) times (the TEFRA Disallowance Deduction in effect after such change minus the TEFRA Disallowance Deduction in effect immediately prior to such change) times the tax rate times the Prime Rate, with the TEFRA Disallowance Deduction and the Tax Rate being expressed as decimals and the Tax Rate being that which is in effect on the effective date of such Change. "TEFRA Disallowance Deduction" as used herein shall mean the percentage of reduction set forth in Section 291(a)(3) with respect to any financial institution preference item.

Upon the occurrence of an Event of Taxability, the interest rate borne by the Bond shall be a rate equal to the Prime Rate in effect from time to time plus one percent (1%) per annum, and interest at such rate shall accrue from the Event of Taxability, shall be determined and payable on the dates otherwise provided herein for interest payments, and shall be payable to the owners from time to time of the Bond entitled to payments of interest thereon and after the Event of Taxability, as shown by the registration books of the Issuer. If the principal installments of, premium, if any, and interest on the Bond have been fully paid, the Issuer shall nevertheless pay from the source and as identified in the Bond any such additional interest accruing on the Bond from the Event of Taxability to the date of the final payment of the principal installments of, premium, if any, and interest on the Bond upon demand of any owner from time to time of the Bond entitled to such additional interest, and this covenant shall survive the final payment of the principal installments of, premium, if any, and interest on the Bond.

The Bank shall provide the Issuer and the Company with written notice at least five (5) business days in advance of each date on which interest shall be payable on the Bond of the Prime Rate in effect for the applicable interest payment period and the amount of interest to be so due and payable on the Bond on such interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the registered owner of the Bond. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment then being paid (whether at maturity or upon acceleration or prior redemption) and interest then being paid and of principal installments theretofore paid (whether at maturity or upon acceleration or call for prior redemption) and interest theretofore paid and not yet noted thereon. Upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the registered owner of the Bond. The Bank shall notify the Issuer at least annually of the payments of principal installments of the Bond (whether at maturity or upon acceleration or call for prior redemption) made during such annual period, and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a special, limited obligation of the Issuer secured by the Agreement, the Note made payable to the Issuer and endorsed by the Issuer to the Bank, an assignment of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and the Assignment of Beneficial Interest, pursuant to the Assignment, and a guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Note and the Bond and other amounts payable by the Company under the Agreement, pursuant to the Guaranty, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof and payments made pursuant to and proceeds derived from the Mortgage, the Assignment of Beneficial Interest and the Guaranty), and shall be a valid claim of the owner thereof only against the revenues and receipts derived from the Agreement and the Note (except as provided aforesaid), which revenues and receipts shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance and in the Agreement. The Bond is issued pursuant to the Enabling Ordinance and shall not be deemed to constitute an indebtedness of the Issuer, the State of Illinois or any political subdivision thereof, or a loan of credit or a charge against the general credit or taxing powers of any of them, within the meaning of any constitutional or statutory provisions, but is a special, limited obligation of the Issuer, payable solely out of the revenues and receipts of the Issuer derived pursuant to the Note and the Agreement. No owner of the Bond shall have the right to compel the taxing powers of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

The principal installments of the Bond shall be subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.1 of the Agreement or borrowed funds, on any date, as a whole, or in part in the inverse order of maturity of the principal installments of the Bond, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest on the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund upon receipt by the Depositary of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement). In such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date within fifteen (15) days of the receipt by the Depositary of such completion certificate, in part in the inverse order of maturity of the principal installments thereof, at a redemption price of 100% of the principal amount thereof being redeemed and accrued interest to the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer at the option of the owner of the Bond on the first day of June of the years 1990 or 1995, upon at least one hundred twenty (120) days' written notice from the owner of the Bond to the Issuer and the Company of its election to cause the principal installments of the Bond to be so redeemed. As a result of such event, the principal installments of the Bond shall be subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.3 of the Agreement, as a whole, and not in part, on either of the aforesaid dates, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption. The principal installments of the Bond shall not be so subject to redemption prior to maturity if the Company or any person on behalf of the Company shall elect to purchase the Bond from the Bank or any other owner of the Bond on the date so fixed for redemption of the principal installments of the Bond. The Company or such other person on behalf of the Company shall notify the Bank or such other owner in writing at least ten (10) days prior to the date so fixed for redemption of its intention to purchase the Bond. In such event, the Bank or such other owner shall assign or transfer the Bond to the Company or such other person, in the manner set forth in Section 12 of the Assignment, on the date previously fixed for redemption, at a purchase price of 100% of the outstanding principal amount thereof plus accrued interest to the date of purchase, and without premium, together with all other amounts due and owing to the Bank (or such other owner) under the Agreement, the Mortgage, the Assignment of Beneficial Interest, the Assignment and the Bond Purchase Agreement. If the Company does not so purchase the Bond, but another person purchases the Bond on behalf of the Company, such person shall be a bank, savings and loan association or other accredited investor.

Upon receipt by the Issuer and the Bank of at least ten (10) days' prior written notice from the Company, specifying a date for the prior redemption of the principal installments of the Bond (or portions thereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the prior redemption of the principal installments of the Bond (or portions thereof) in accordance with the preceding paragraphs; provided, that no such notice shall be necessary in connection with the mandatory redemption required by the next preceding paragraph hereof. The principal installments of the Bond (or portions thereof), if designated for prior redemption, shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank on behalf of the Issuer for such purpose on or before such date.

The Bond shall be prepared in typewritten form.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond by his manual or facsimile signature, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bond with his manual or facsimile signature and to affix the official seal of the Issuer thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

The Bond shall be transferable only as a whole as provided herein. Upon surrender of the Bond for transfer at the principal office of the Bank, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee a substitute fully registered Bond of the same series, in the denomination of the unpaid principal amount thereof, with the same outstanding maturities and interest rate, dated the first day of the month (to which interest has been paid) next preceding the date of its issuance or if issued on the first day of a month (to which interest has been paid), as of such date. The Issuer shall cause books for the registration and for the transfer of the Bond as provided in this Ordinance to be kept by the Bank which is hereby constituted and appointed the Bond Registrar of the Issuer. The Bank, as Bond Registrar, shall keep and maintain, on behalf of the Issuer, registration books indicating the name and address of the registered owner from time to time of the Bond. The Bond shall never be registered to bearer. The Bank shall not be required to transfer the Bond during the period of five (5) days next preceding any interest payment date of the Bond nor to transfer the Bond after the mailing of notice calling principal installments of the Bond for prior redemption has been given as herein provided. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal installments of, premium, if any, or interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. In each case the Issuer shall require the payment by the owner of the Bond requesting transfer of any tax or other government charge required to be paid with respect to such transfer.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a substitute Bond of like date, tenor and maturities as the Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, the mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment Record of the substitute Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon acceleration or prior redemption) and interest which the records of the Issuer indicate as having appeared on the mutilated, lost, stolen or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a substitute Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the owner of the Bond with reasonable fees and expenses in this connection.

Bond Form.

SECTION 4. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM THE
REVENUES AND RECEIPTS DERIVED FROM THE
LOAN AGREEMENT AND THE PROMISSORY
NOTE REFERRED TO HEREIN

Industrial Development Revenue Bond, Series 1985
(Appetizers And, Inc. Project)

No. R-1

\$1,600,000

Know all men by these presents that the City of Chicago, Cook County, Illinois, a municipality and a home rule unit of government of the State of Illinois created and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to American National Bank and Trust Company of Chicago, Chicago, Illinois, or registered assigns (the "Bank"), the principal sum of: One Million Six Hundred Thousand Dollars (\$1,600,000), maturing as to principal in one hundred eighty (180) consecutive monthly principal installments payable on the first day of each month commencing with the first month following the date hereof, and consisting of (i) one hundred seventy-nine (179) consecutive principal installments of \$8,888.88, and (ii) a final principal installment of \$8,890.48 except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with interest (except as hereinafter provided) on the unpaid principal amount hereof from the date hereof at the rate of seventy-four percent (74%) of the Prime Rate (as defined in the Bond Ordinance hereinafter referred to) in effect from time to time, payable on the first day of each month, commencing with the first month following the date of this Bond, until said principal amount is paid; provided, that the determination of the applicable interest rate shall be made monthly and the determination for each month shall be made on the basis of the Prime Rate in effect on the first day of such month. Interest shall be computed on the basis of a calendar year consisting of 360 days and charged on the basis of the actual number of days elapsed.

So long as American National Bank and Trust Company of Chicago, Chicago, Illinois (or any other banking association or corporation organized under the laws of the United States of America or any state, district or territory thereof) is the owner of this Bond, and prior to

the occurrence of an Event of Taxability (as defined in the Bond Ordinance hereinafter referred to) in the event that on any date or dates after the issuance of the Bond the maximum marginal Federal income tax bracket at which said bank could be taxed pursuant to the Internal Revenue Code of 1954, as amended (the "Code"), or any future United States internal revenue or similar law applicable to said bank (hereinafter referred to as the "Tax Rate") is greater or less than forty-six percent (46%), the interest rate borne by this Bond shall be (except as hereinafter provided) that percentage of said Prime Rate arrived at by multiplying the difference between one hundred percent (100%) and the then applicable Tax Rate, by one hundred thirty-seven and four one-hundredths percent (137.04%) (said interest rate fluctuating accordingly with any changes from time to time in the Tax Rate). If while a financial institution to which Section 291(a)(3) of the Code, or any successor provision thereto ("Section 291(a)(3)"), applies is the owner of this Bond, there is a change (the "Change") in the TEFRA Disallowance Deduction (as hereinafter defined) which takes effect after the date of issuance of this Bond, the interest rate borne by this Bond shall automatically be adjusted as of and on the effective date of any such Change by adding thereto a percentage equal to ninety (90) times (the TEFRA Disallowance Deduction in effect after such Change minus the TEFRA Disallowance Deduction in effect immediately prior to such Change) times the Tax Rate times the Prime Rate, with the TEFRA Disallowance Deduction and the Tax Rate being expressed as decimals and the Tax Rate being that which is in effect on the effective date of such Change. "TEFRA Disallowance Deduction" as used herein shall mean the percentage of reduction set forth in Section 291(a)(3) with respect to any financial institution preference item.

Upon the occurrence of an Event of Taxability (as defined in the Bond Ordinance hereinafter referred to), the interest rate borne by this Bond shall be a rate equal to said Prime Rate in effect from time to time plus one percent (1%) per annum, and interest at such rate shall accrue from said Event of Taxability, shall be determined and payable on the dates otherwise provided herein for interest payments, and shall be payable to the owners from time to time of this Bond entitled to payments of interest hereon on and after said Event of Taxability, as shown by the registration books of the Issuer. If the principal installments of, premium, if any, and interest on this Bond have been fully paid, the Issuer shall nevertheless pay from the source and as hereinafter provided any such additional interest accruing on this Bond from said Event of Taxability to the date of the final payment of the principal installments of, premium, if any, and interest on this Bond upon demand of any owner from time to time of this Bond entitled to such additional interest, and this covenant shall survive the final payment of the principal installments of, premium, if any, and interest on this Bond.

The Bank shall provide the Issuer and the Company (as hereinafter defined) with written notice at least five (5) business days in advance of each date on which interest shall be payable on this Bond of said Prime Rate in effect for the applicable interest payment period and the amount of interest to be so due and payable on this Bond on such interest payment date.

The principal installments hereof and premium, if any, and interest hereon are payable in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the registered owner of this Bond. Payments of principal installments (whether at maturity or upon acceleration or prior redemption) and payments of interest shall be noted by the Bank on the Payment Record - Schedule "A", made a part of

this Bond, as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the registered owner of this Bond, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$1,600,000 and designated "Industrial Development Revenue Bond, Series 1985 (Appetizers And, Inc. Project)", pursuant to the hereinafter described Enabling Ordinance and to a Bond Ordinance duly adopted by the City Council of the Issuer on _____, 1985 (the "Bond Ordinance"), for the purpose of providing funds to finance the cost of acquiring certain land and the existing building situated thereon, and the construction of improvements to said building, to be used for the manufacture, storage and distribution of appetizers and other food products and to be located in the City of Chicago, Illinois (the "Project"), and paying expenses incidental thereto and to the issuance of this Bond, to the end that the Issuer may be able to relieve conditions of unemployment and underemployment and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, and the attraction of new businesses to said City. The proceeds of this Bond will be used by the Issuer to pay or reimburse Appetizers And, Inc., a corporation duly organized and validly existing under the laws of the State of Illinois (the "Company"), for a portion of the costs of the acquisition, construction and installation of the Project, under the terms of a Loan Agreement dated as of June 1, 1985, by and between the Issuer and the Company (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). The Company will use a portion of the proceeds to enable LaSalle National Bank, not individually but as trustee under Trust Agreement dated April 25, 1985, and known as Land Trust No. 109659 (the "Land Trust"), to acquire said land and building for the benefit of the Company. The Company will use the remaining proceeds hereof to construct and install improvements to said building and to pay the costs of the issuance of this Bond and related expenses.

This Bond is secured by an assignment and pledge of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), and is further secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and Security Agreement dated as of June 1, 1985, by and among the Land Trust, the Company, and the Issuer, and the Collateral Assignment under Land Trust dated as of June 1, 1985, from the Company to the Issuer, and is further secured by the Guaranty Agreement dated as of June 1, 1985, from George E. King, a resident of Evanston, Illinois, and Patricia J. Domanik, a resident of Chicago, Illinois, to the Bank, all as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights, duties and obligations of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and the laws of the State of Illinois, and particularly Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as

supplemented and amended (the "Enabling Ordinance"). The Bond shall not be deemed to constitute an indebtedness of the Issuer, the State of Illinois or any political subdivision thereof, or a loan of credit or a charge against the general credit or taxing power or any of them, within the meaning of any constitutional or statutory provisions, but is a special, limited obligation of the Issuer, payable solely out of the revenues and receipts of the Issuer derived pursuant to the note and the agreement. No owner of this Bond shall have the right to compel any exercise of the taxing power of the Issuer, the State of Illinois or any political subdivision thereof, to pay this Bond or the interest or premium, if any, hereon, and this Bond does not constitute an indebtedness of the Issuer, the State of Illinois or any political subdivision thereof or a loan of credit or a charge against the general credit or taxing powers of any of them, within the meaning of any constitutional or statutory provisions. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company to the Bank on behalf of the Issuer, and all revenue and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly assigned and pledged to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.1 of the Agreement or borrowed funds, on any date, as a whole, or in part in the inverse order of maturity of the principal installments hereof, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund referred to in the Bond Ordinance upon receipt by American National Bank and Trust Company of Chicago, as depository, (the "Depository") of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement). In such event, the principal installments of this Bond shall be subject to redemption prior to maturity on any date within fifteen (15) days of the receipt by the Depository of such completion certificate, in part in the inverse order of maturity of the principal installments hereof, at a redemption price of 100% of the principal amount hereof being redeemed and accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer at the option of the owner of this Bond on the first day of June of the years 1990 or 1995, upon at least one hundred twenty (120) days' written notice from the owner of this Bond to the Issuer and the Company of its election to cause the principal installments of this Bond to be so redeemed. As a result of such event, the principal installments of this Bond are subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.3 of the Agreement, as a whole, and not in part, on either of the aforesaid dates, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued

interest to the date fixed for redemption. The principal installments of this Bond shall not be so subject to redemption prior to maturity if the Company or any person on behalf of the company shall elect to purchase the Bond from the Bank or any other owner of the Bond on the date so fixed for redemption of the principal installments of this Bond. The Company or such other person on behalf of the Company shall notify the Bank or such other owner in writing at least ten (10) days prior to the date so fixed for redemption of its intention to purchase this Bond. In such event, the Bank or such other owner shall assign or transfer this Bond to the Company or such other person, as provided in the Bond Ordinance, on the date previously fixed for redemption, at a purchase price of 100% of the outstanding principal amount hereof plus accrued interest to the date of purchase, and without premium, together with the other amounts due as provided in the Bond Ordinance. If the Company does not so purchase this Bond, but another person purchases the Bond on behalf of the Company, such person shall be a bank, savings and loan association or other accredited investor.

Upon receipt by the Issuer and the Bank of at least ten (10) days' prior written notice from the Company, specifying a date for the prior redemption of the principal installments of this Bond (or portions thereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amount on behalf of the Issuer to the prior redemption of the principal installments of this Bond (or portions thereof) in accordance with the preceding paragraphs; provided, that no such notice shall be necessary in connection with the mandatory redemption required by the next preceding paragraph hereof. The principal installments of this Bond (or portions thereof), if designated for prior redemption, will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank on behalf of the Issuer for such purpose on or before such date.

This Bond is transferable only as a whole by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bank, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a substitute fully registered Bond of the same series, the same outstanding maturities, in the denomination of the unpaid principal amount hereof, dated as provided in the Bond Ordinance, will be issued to the transferee in exchange herefor. The Issuer and the Company may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal installments hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Company shall be affected by any notice to the contrary.

In certain events, on the condition, in the manner and with the effect set forth in the Bond Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Bond Ordinance may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

This Bond is issued with the intent that the law of the State of Illinois will govern its construction.

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required by the Constitution and the laws of the State of Illinois, including particularly the Enabling Ordinance, to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its City Council, has caused this Bond to be signed on its behalf by its Mayor by his manual signature, and attested manually by its City Clerk, and the official seal of the Issuer to be affixed hereto, all as of _____.

CITY OF CHICAGO, COOK COUNTY, ILLINOIS

By

Mayor

(SEAL)

ATTEST:

City Clerk

*SCHEDULE A
PAYMENT RECORD*

<i>Date</i>	<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Authorized Official and Title</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Custody and Application of Proceeds
of Bond: Construction Fund.*

SECTION 5. There is hereby created and established with the Depository, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund (Appetizers And, Inc. Project)". The proceeds received by the Issuer upon the sale of the Bond in the amount of \$1,600,000 (representing principal proceeds of \$1,600,000 and no accrued interest), shall be deposited in the Construction

Fund which shall be held in a separate account by the Depositary. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof, the Depositary Agreement and the Arbitrage Regulation Agreement.

The Depositary shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Depositary shall deliver copies of such records to the Issuer and the Company upon request.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Depositary of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Acquisition, Construction and Installation
of Project and Payment of Amounts under the Agreement.*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition, construction and installation of the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the City Council of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized, and are hereby pledged and ordered paid to the Bank on behalf of the Issuer as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank on behalf of the Issuer for application to the payment of the principal installments of, premium, if any, and interest on the Bond when due and such provision is hereby expressly approved.

Revenues.

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer, but are special, limited obligations secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage, and the Assignment of Beneficial Interest, pursuant to the Assignment, and further secured by the Guaranty, and shall be payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided herein.

The Bank is authorized and directed to apply all available moneys to the payment of the principal installments of, premium, if any, and interest on the Bond, as and when received, including without limitation the following moneys: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments made on the Note; (c) all prepayments of principal installments of the Note (or a portion

thereof) as specified in Article VII of the Agreement; (d) payments made pursuant to the Guaranty; and (e) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage, the Assignment of Beneficial Interest, the Assignment, the Guaranty, the Depositary Agreement or the Arbitrage Regulation Agreement which are required or accompanied by directions that such moneys are to be applied to the payment of the principal installments of, premium, if any, and interest on the Bond. The Bank is authorized and directed to apply amounts available therefor to the payment when due of the principal installments of, premium, if any, and interest on the Bond or to redeem the principal installments of the Bond (or a portion thereof) prior to maturity as provided herein.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank as owner of the Bond or any other owner of the Bond to the end of fully protecting the rights and security of the Bank or such other owner of the Bond. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in any fund or paid to the Bank on behalf of the Issuer under the Agreement, the Note, the Mortgage, the Assignment, the Guaranty, the Assignment of Beneficial Interest, the Depositary Agreement or the Arbitrage Regulation Agreement, after payment in full of the principal installments of, premium, if any, and interest on the Bond and after payment in full of the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement, except as otherwise provided herein or in the Agreement, the Note, the Mortgage, the Assignment, the Guaranty, the Assignment of Beneficial Interest, the Depositary Agreement and the Arbitrage Regulation Agreement.

*Assignment, Mortgage, Assignment of
Beneficial Interest and Guaranty.*

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note and all right, title and interest of the Issuer in and to the Agreement (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorney's fees and expenses incurred by the Issuer upon a default thereunder), the Note, the Mortgage and the Assignment of Beneficial Interest, and all rights and remedies of the Issuer to enforce payment thereof, and as evidence of such assignment, pledge and security interest and of the Agreement of the Bank, to accept its responsibilities as Bond registrar, and to accept any other duty imposed upon the Bank by this Ordinance or the Agreement, the Assignment in substantially the form which has been presented to the City Council of the Issuer is hereby approved. As further security for the payment of the principal installments of, premium, if any, and interest on the Bond, the Guarantors will execute and deliver the Guaranty, in substantially the form presented to the City Council of the Issuer, the form, terms and provisions of which are hereby approved.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Depositary and shall be deemed at all times a part of the Construction Fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to the Construction Fund, and any loss resulting from such investments shall be charged to the Construction Fund, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section 9 may be needed for disbursement, the Authorized Company Representative may direct the Depositary to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such fund regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond, which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, the City Council of the Issuer will comply with the provisions of the Arbitrage Regulation Agreement and will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond", within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including without limitation Section 1.103-13, Section 1.103-14, Section 1.103-15 and Section 1.103-15AT of the Income Tax Regulations (26 C.F.R., Part 1), as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

General Covenants.

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning hereof and thereof. The Bond and the obligation to pay interest thereon are special, limited obligations of the Issuer, secured by the Note of the Company, the Mortgage, the Assignment of Beneficial Interest, the Agreement, the Assignment and the Guaranty, and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement, the Mortgage, the Assignment of Beneficial Interest, the Assignment, the Depositary Agreement, the Arbitrage Regulation Agreement and the Bond Purchase Agreement, and in all proceedings of the City Council of the Issuer pertaining thereto. The

Issuer covenants that it is duly authorized under the Constitution and the laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby and to assign and pledge the revenues and receipts hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been or will, before delivery of the Bond, have been duly and effectively taken; and that the Bond, when issued and delivered to the Bank, will be a valid and enforceable special, limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or any other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank (or such other owner) the right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage and the Assignment of Beneficial Interest, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its right, title and interest in and to the Agreement, the Note, the Mortgage and the Assignment of Beneficial Interest.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the Bank or any other owner of the Bond or such accountants or other agencies as the Bank or such owner may from time to time designate.

Events of Default and Remedies.

SECTION 11. If any of the following events occurs it is hereby defined as and declared to be and to constitute an "event of default" hereunder:

(a) Default in the due and punctual payment of any interest on the Bond; provided, that the failure to pay any additional interest required to be paid on the Bond upon an Event of Taxability shall not constitute an event of default hereunder until thirty (30) days after the date of receipt by the Company of a Determination of Taxability.

(b) Default in the due and punctual payment of any principal installment of or premium, if any, on the Bond, whether at the stated maturity thereof or upon call for prior redemption or proceedings for the acceleration thereof.

(c) An "Event of Default" shall have occurred and be continuing under the Agreement.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank or any other owner of the Bond, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such

declaration all payments under the Agreement and the Note from the Company shall become immediately due and payable as provided in Section 6.2 of the Agreement.

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

Upon the occurrence of an event of default hereunder, the Bank or any other owner of the Bond may exercise such rights as exist under the Agreement, the Note, Mortgage, the Assignment of Beneficial Interest, the Assignment, the Guaranty or this Ordinance, and may pursue any available remedy at law or in equity by suit, action mandamus or other proceeding to enforce the payment of the principal installments of, premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the company and the Guarantors as herein and in the Agreement, the Note, the Mortgage, the Assignment of Beneficial Interest and the Guaranty set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default hereunder or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section 11 or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other owner of the Bond) or under the Mortgage, the Assignment of Beneficial Interest, the Assignment or the Guaranty, and all the moneys in the Construction Fund and any other funds held by the Depositary at the time of the occurrence of an event of default hereunder shall be applied by the Bank or any other owner of the Bond and the Depositary to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person entitled thereto. Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond within five (5) business days after receipt of such moneys.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the Issuer have been paid, any balance of any such moneys paid to the Bank on behalf of the Issuer and remaining shall be paid to the Company, pursuant to Section 9.5 of the Agreement.

The Bank may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in cases of any

such waiver or rescission, or in case any proceeding taken by the Bank on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents.

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$1,600,000 and no accrued interest, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby in all respects authorized, approved and confirmed.

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

(b) The Agreement, the Mortgage, the Assignment, the Depositary Agreement and the Arbitrage Regulation Agreement in substantially the form in which the same have been presented to the City Council of the Issuer are hereby approved by such City Council, and are in all respects authorized, approved and confirmed.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Agreement, the Mortgage, the Assignment, the Depositary Agreement and the Arbitrage Regulation Agreement for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest and to affix the official seal of the Issuer to the Agreement, the Mortgage, the Assignment, the Depositary Agreement and the Arbitrage Regulation Agreement, and the Mayor and the City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Mortgage, the Assignment, the Depositary Agreement and the Arbitrage Regulation Agreement, such Agreement, Mortgage, Assignment, Depositary Agreement and Arbitrage Regulation Agreement to be in substantially the same form as presented to and approved by the City

Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Mortgage, Assignment, Depositary Agreement and Arbitrage Regulation Agreement presented to and approved by the City Council of the Issuer.

Performance Provisions.

SECTION 13. The Mayor, the City Clerk and the City Comptroller of the Issuer, for and on behalf of the Issuer be, and each of them hereby is, authorized, empowered and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk of the Issuer be, and they are hereby, further authorized, empowered and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment, the Depositary Agreement, the Arbitrage Regulation Agreement and the Bond Purchase Agreement, including without limitation the execution and delivery of an assignment of the Assignment of Beneficial Interest, and to discharge all of the obligations of the Issuer thereunder.

Notices.

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Banking Department; if to the Depositary, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Corporate Trust Department; and if to the Company at 537 Custer, Evanston, Illinois 60202, Attention: President.

*Ordinance a Contract; Provisions for
Modifications, Alterations and Amendments.*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, amendment or supplement to the provisions of this Ordinance shall be made in any manner, except with the written consent of the Bank or any other owner of the Bond, until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full. Such modification, alteration, amendment, supplement or written consent shall not be effective unless such modification, alteration, amendment, supplement or consent shall specifically state that it is being made pursuant to this Section 15.

Satisfaction and Discharge.

SECTION 16. Unless otherwise provided, all rights and obligations of the Issuer, the Company, the Land Trust, the Guarantors and the Depositary under the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Depositary Agreement, the Arbitrage Regulation Agreement, the Assignment of Beneficial Interest, the Assignment, the Guaranty and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank or any other owner of the Bond shall surrender the Bond, cancel the Bond, deliver the cancelled Bond to the Issuer, deliver a copy of the cancelled Bond to the Company, and assign and deliver to the Company any moneys required to be paid to the Company under Section 7 hereof (except moneys held by the Bank for the payment of principal installments of, premium, if any, or interest on the Bond and certain other moneys held in the Rebate Fund created under the Arbitrage Regulation Agreement) when:

(a) all expenses of the Issuer and the Bank (or any other owner of the Bond) shall have been paid;

(b) the Issuer, the Company, the Land Trustee, the Guarantors and the Depositary shall have performed all of their covenants, promises and obligations in the Bond, this Ordinance, the Agreement, the Mortgage, the Depositary Agreement, the Arbitrage Regulation Agreement, the Assignment of Beneficial Interest, the Assignment, the Guaranty and the Bond Purchase Agreement; and

(c) all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability.

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions.

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Superseded.

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk of the Issuer in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Allocation.

SECTION 20. The adoption of this Ordinance by the City Council of the Issuer shall be deemed to constitute an allocation to the Bond of \$1,600,000 of the Issuer's share of the private activity bond limit of the State of Illinois under Section 103(n) of the Code, and the Mayor of the Issuer, as the presiding officer of the City Council of the Issuer, is hereby authorized to execute a certificate under penalty of perjury, as required by Section 103(n) (12) of the Code, that such allocation was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

[Collateral Assignment Under Land Trust, Arbitrage Regulation Agreement, Memorandum of Agreement, Depositary Agreement, Assignment and Agreement, Bond Purchase Agreement, Guaranty Agreement, Loan Agreement, Mortgage and Security Agreement, are omitted for printing purposes but on file and available for inspection in the office of the City Clerk.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR ACQUISITION AND REHABILITATION OF
CHICAGO THEATER AND PAGE BROTHERS BUILDING.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement for the acquisition and rehabilitation of the Chicago Theater and Page Brothers Building.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schuler, Volini, Orr, Stone -- 40.

Nays -- None.

Alderman Frost was excused from voting under the provisions of Rule 14 of City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago has designated the Page Brothers Building and the Chicago Theater (hereinafter collectively referred to as the "Theater") as an important element of the fabric of the City's history; and

WHEREAS, As part of the preservation plan for the Theater, the City Council adopted, on November 14, 1984, an ordinance (the "First Ordinance") authorizing the acquisition of the Theater for the sum of \$13,500,000 in accordance with an Agreed Judgment Order entered into in a proceeding entitled Plitt Theaters, v. City of Chicago, Case No. 83 L 50185 (Circuit Court of Cook County); and

WHEREAS, Chicago Theater Restoration Associates (the "Developer"), an Illinois limited partnership, has offered to purchase and rehabilitate the Theater on terms which require the use of low interest loans; and

WHEREAS, The Department of Planning of the City of Chicago, has applied to the United States Department of Housing and Urban Development (H.U.D.) for an Urban Development Action Grant ("U.D.A.G.") for the purpose of providing a low-interest loan Float to the Developer; and

WHEREAS, The City, as recipient of Community Development Block Grant funds ("C.D. Funds") made available pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), may currently utilize available but unexpended C.D. Funds (the "C.D. Float Funds") for low interest construction and development loans to private developers for eligible community development projects such as the purchase and rehabilitation of the Theater; provided that, in the event the C.D. Float Funds are required for City programs, the C.D. Float Funds are immediately returned to the City; and

WHEREAS, Under Section 108 of the Act, the City may also make application to H.U.D. (pursuant to the provisions for obtaining loan guarantee assistance) for a non-recourse loan, whereby repayment of such loan is a limited, contingent obligation of the City, guaranteed solely and only by future entitlements of C.D. Funds, payable only in the event of default, and where such guarantee does not constitute a pledge of faith or loan of credit of the City; and

WHEREAS, Funds obtained by the City in the manner hereinabove described may be loaned to the Developer for the purpose of interim and, thereafter, short term financing for the acquisition and rehabilitation of the Theater; and

WHEREAS, The City Council adopted, on March 20, 1985, an ordinance (the "Second Ordinance") authorizing the Commissioner of the Department of Planning (the "Commissioner") to negotiate a loan of C.D. Float Funds (the "C.D. Float Loan"), to apply to H.U.D. for loan guarantee assistance in accordance with Section 108 of the Act in an amount not to exceed \$12.5 million ("the Section 108 Loan"), to seek to obtain from H.U.D. a U.D.A.G., all for the purpose of providing interim and short term financing to assist the Developer in acquiring and redeveloping the Theater, and further, to negotiate on behalf of the City, the terms and conditions of a redevelopment agreement with the Developer; and

WHEREAS, The City has notified H.U.D. of its intention to make the C.D. Float Loan, and has received approval from H.U.D. for the Section 108 Loan and for a \$2.5 million U.D.A.G.; and

WHEREAS, The Commissioner has negotiated a redevelopment agreement with the Developer (the "Redevelopment Agreement"), which, among other things, provides for the proceeds of the C.D. Float Loan, the Section 108 Loan and the \$2.5 million U.D.A.G. to be loaned by the City to Developer for purposes of the acquisition and redevelopment of the Theater, for the provision by Developer of collateral to secure the loans to be made by City to Developer, and for the granting of a facade easement to a not-for-profit organization; now, therefore,

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

SECTION 1. The City Council has reviewed and hereby approves the Redevelopment Agreement, which is substantially in the form attached.

SECTION 2. The Mayor and the Commissioner are hereby authorized to execute a Redevelopment Agreement with Developer on behalf of the City and to take all actions which may be necessary to implement the transaction contemplated thereby, subject to the approval of the Redevelopment Agreement by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective on its passage and approval.

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement, dated as of _____, 1985 is made by and between the City of Chicago, Illinois, a public body corporate (the "City") and Chicago Theater Restoration Associates, an Illinois limited partnership (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established by ordinance the Commercial District Development Commission, as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the North Loop Redevelopment Project as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the City's North Loop area. The blighted commercial area designation was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and the Redevelopment Plan was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

1.2 The Redevelopment Documents (as hereinafter defined) set forth the City's overall objectives for the North Loop Redevelopment Project and set forth certain specific planning and design criteria for properties located in the North Loop Tax Increment Redevelopment

Project Areas, including the Project Site and the Project Site Improvements (as hereinafter defined).

1.3 The State of Illinois has authorized tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (the "Act"), which became effective January 10, 1977.

1.4 In 1981 the City issued \$55,000,000 of general obligation bond anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to the Act.

1.5 In 1982, the City issued \$65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and to finance redevelopment project costs.

1.6 The City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Project Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Tax Increment Redevelopment Project Area and adopting Tax Increment Financing for the North Loop Tax Increment Redevelopment Project Area, all as provided by the Act.

1.7 The City has determined that the structures commonly referred to as the Chicago Theater and the Page Brothers Building, which are located on the Project Site, are architecturally significant and important elements of the City's history.

1.8 Plitt Theaters, Inc., ("Plitt"), as owner of the Chicago Theater and Page Brothers Building, applied for the issuance of a demolition permit for those structures and instituted a proceeding entitled *Plitt Theaters, Inc. v. City of Chicago*, Case No. 83 L 50185 (the "Demolition Proceedings").

1.9 During the pendency of the Demolition Proceedings, Chicago Theater Preservation Group, Ltd. ("CTPG"), on behalf of the Developer, negotiated with Plitt for the purchase of the Chicago Theater and Page Brothers Building and proposed to the City a plan for the rehabilitation and use of such structures consistent with the Redevelopment Documents.

1.10 The City and Plitt consented to the entry of an Agreed Judgment Order in the Demolition Proceedings (the "Judgment Order") which provides for, among other things, the acquisition of the Chicago Theater and Page Brothers Building and the land on which they are situated (collectively, the "Project Real Estate") upon payment to Plitt of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) and also provides for the payment by the City to Plitt of Two Million Dollars (\$2,000,000) as liquidated damages and the payment of certain other amount as set forth in the Judgment Order.

1.11. The City determined that the preservation and redevelopment of the Chicago Theater and Page Brothers Building will promote the welfare of the citizenry of the City.

1.12 The Developer, whose sole general partner is a partnership among certain persons and entities, including CTPG, proposes to acquire the Project Real Estate from Plitt under the Judgment Order and to preserve those structures by rehabilitating them in accordance with plans and specifications acceptable to the City.

1.13 The implementation of the program described in the Redevelopment Documents will be of benefit to the Developer in developing the Project Real Estate as contemplated by this Agreement, and the Developer's covenants and agreements set forth in this Agreement further the goals and objectives contemplated by the Tax Increment Financing adopted by the City covering the Project Site and surrounding areas in the North Loop Tax Increment Redevelopment Project Area.

1.14 The Developer desires to redevelop the Project Real Estate in accordance with this Agreement and the Redevelopment Documents.

1.15 In addition to the Eleven Million Five Hundred Thousand Dollar (\$11,500,000) payment to be made by the Developer to Plitt pursuant to the Judgment Order, the Developer further proposes to expend approximately Thirteen Million Dollars (\$13,000,000) in order to redevelop the Project Real Estate.

1.16 The Two Million Dollar (\$2,000,000) payment made to Plitt by the City pursuant to the Judgment Order will benefit the Developer in its efforts to acquire the Project Real Estate and, for purposes of the U.D.A.G. loan described below, shall be considered as a grant from the City to the Developer.

1.17 In order to facilitate the acquisition and redevelopment of the Project Real Estate and to assist in the creation of employment opportunities resulting from such redevelopment, the City proposes to loan to the Developer on an interim basis, from available "CD Float" funds of the City (the "Project Loan"), an amount equal to Thirteen Million Five Hundred Thousand Dollars (\$13,500,000).

1.18 The Project Loan is to be evidenced by the Promissory Note of the Developer, is to be secured by an irrevocable letter of credit issued to the City in the amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) and is to be further secured by a first mortgage lien on the Project Real Estate in favor of the City, by a security interest in certain equipment and personal property located thereon, and by an assignment of rents and leases.

1.19 The principal of and accrued interest on the Project Loan shall be due and payable on January 4, 1987, or on such earlier date as the City shall demand repayment.

1.20 In order to further promote the successful completion of the redevelopment of the Project Real Estate, the City has made application to the United States Department of Housing and Urban Development ("H.U.D.") for an Urban Development Action Grant (the "U.D.A.G.") in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000).

1.21 H.U.D. has approved the U.D.A.G. as Grant No. B-85-AA-17-0211 and it is proposed that the proceeds of the U.D.A.G. be loaned to the Developer for use in connection with the redevelopment of the Project Real Estate.

1.22 The Developer contemplates making a donation of a facade easement for the Project Real Estate to a not for profit organization.

1.23 The Developer proposes to enter into an operating lease (the "Operating Lease") with a suitable operator with respect to the Chicago Theater portion of the Project Real Estate.

1.24 On January 4, 1987, or at such earlier time as the Project Loan is required to be repaid, the City proposes to provide the Developer with sale/leaseback financing, by purchasing the Project Real Estate from the Developer for Twelve Million Five Hundred Thousand Dollars (\$12,500,000) and simultaneously leasing the Project Real Estate to the Developer pursuant to the terms of a Lease and Option Agreement (the "Lease and Option Agreement").

1.25 The City has applied for and received a commitment from H.U.D. that will permit the City to borrow from the Federal Financing Bank an amount sufficient to pay the purchase price of the Project Real Estate, which loan will be guaranteed by H.U.D. pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended (the "Section 108 Loan").

1.26 The payments from the Developer to the City under the Lease and Option Agreement are to be equal to the City's obligations under the Section 108 Loan and are to be secured by an Assignment of Rents covering the Operating Lease and all other leases of space in the Project Real Estate and a pledge of certain promissory notes issued to the Developer by its limited partners in the principal amount of \$1,750,000.

1.27 At the end of the term of the Lease and Option Agreement, or at such earlier time as the Developer may request, the Developer shall be entitled to purchase the Project Real Estate upon the terms and conditions set forth in the Lease and Option Agreement, provided that it has paid to the City an amount sufficient to repay in full the Section 108 Loan and has satisfied the other requirements applicable to such purchase as are set forth in the Lease and Option Agreement.

1.28 The City has agreed to create the Preservation Fund for Theaters of Historic Designation and to allocate Two Million One Hundred Thousand Dollars (\$2,100,000) of the monies on deposit in such fund for use in connection with the operation of the Chicago Theater, if necessary.

2. Definitions.

In addition to any other definitions contained herein, the following words and terms as used in this Agreement shall have the meanings set forth below unless the context or use indicates another or different meaning or intent:

Acquisition Loan: That portion of the Project Loan that is to be made by the City to the Developer pursuant to Article 3 of this Agreement to enable the Developer to acquire the Project Real Estate.

Affiliate of Developer: Any person or entity who or which (i) has an ownership interest in and control of the Developer or in an entity having an ownership interest in and control of Developer, whether such interest is held directly or indirectly or through other entities, (ii) is an officer, director, employee, agent, nominee, trustee, beneficiary, partner or shareholder of the Developer or an entity having an ownership interest in and control of the Developer whether such interest is held directly and indirectly or through one or more entities or (iii) has a legal or beneficial interest in any contract, agreement or other arrangement with the Developer or a person or entity having an ownership interest in and control of the Developer, whether such interest is held directly or indirectly or through one or more entities, pertaining to the development, management, sale, leasing or construction in or on the Project Real Estate. As used in this definition, and this Agreement, the term "entity" includes, but is not limited to, corporations, partnerships, trusts, estates and any other business organization or association, and the term "person" includes a spouse and brothers, sisters, ancestors and lineal descendants of the person.

Approved Design Plans: The final design development drawings and specifications prepared by the Developer for the renovation of the Project Real Estate consistent with and based upon the Approved Schematics and approved by the City, the SHPO and the NPS as provided in Section 6.2.

Approved Final Plans and Specifications: The final working drawings and specifications prepared by the Developer for the renovation of the Project Real Estate consistent with and based upon the Approved Design Plans and approved by the City and the SHPO and the NPS as provided in Section 6.2.

Approved Schematics: The schematic drawings prepared by the Developer for the renovation of the Project Real Estate and approved by the City as provided in Section 6.2.

Assignment of Rents: The Assignment of Rents and Leases from the Developer to the City in the form attached to this Agreement as Exhibit _____.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code.

Commissioner: The Commissioner of the Department of Planning of the City or such other person as may be designated by the Mayor of the City.

Complete: The substantial completion of any Work as the context requires. For the purpose of this definition, the renovation of the Project Real Estate will be considered Complete when (i) all in-kind contributions referred to in Section 6.6 below have been made or provided for and (ii) the "shell and core" for the office space and retail space portions of the Project Site Improvements are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "tenant finishing work" and (iii) the theater portions of the Project Site Improvements are substantially finished (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and ready for occupancy by the Operator pursuant to the Operating Lease. This

definition of "Complete" also is applicable to other forms of the word "Complete," such as "Completion" and "Completed," as used in this Agreement.

Completion Certificates: The certificate to be issued by the City pursuant to Section 6.7 of this Agreement.

Covenant: The instrument to be delivered to the City pursuant to Section 6.9 of this Agreement.

Damage and Destruction Fund: The Damage and Destruction Fund - Chicago Theater Project established under the Renovation Escrow Agreement for deposit of the proceeds of insurance pursuant to Section 9.2 of this Agreement.

Demolition Proceedings: The proceedings instituted by Plitt seeking a demolition order for the Project Site Improvements entitled *Plitt Theaters, Inc. v. City of Chicago*, Case No. 83 L 50185.

Developer: Chicago Theater Restoration Associates, an Illinois limited partnership.

Developer Financing Statements: The UCC financing statements required to be filed to evidence the security interest of the City established by the Security Agreement.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Project Real Estate, syndication costs, loan fees, \$50,000 payment to Plitt pursuant to a letter agreement dated _____ (relating to bonus for delivery of occupancy), interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "tenant improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, heat, electricity, fuel, and insurance and amounts budgeted although not necessarily expended, brokers' and leasing commissions, amounts paid for tenant inducements and tenant allowances, other marketing costs, and any losses resulting from the operation expenses exceeding revenues through the date a Completion Certificate is issued.

Development Renovation Costs: That portion of Development Costs consisting of amounts paid to contractors and tradesmen for labor and materials, costs of relocating utilities and other site work, architects' fees, surveyors' fees, attorneys' fees and permit fees.

Development Renovation Hard Costs: That portion of Development Costs consisting of amounts paid to contractors and tradesmen for labor and materials, of relocating utilities and other site work.

Escrow Agent: _____ or such party as may from time to time be serving as escrow agent under the Renovation Escrow Agreement.

Event of Default: Any one or more of the conditions or events specified in the document to which reference is made as being an Event of Default and when used in reference to this Agreement the conditions or events specified in Section 11.1

General Partner: Chicago Page Associates, an Illinois general partnership, the general partner of the Developer.

H.U.D.: The United States Department of Housing and Urban Development.

Independent Architect: An architect, engineer or firm of architects or engineers selected by the Developer, approved by the City, and licensed by, or permitted to practice in, the State of Illinois, which architect, engineer or firm of architects or engineers shall have no interest, direct or indirect, in the Developer. For purposes of this definition, Daniel P. Coffey and Associates, Ltd. shall be considered an Independent Architect.

Investor Notes: The promissory notes of the Limited Partners of the Developer in the principal amount of \$1,725,000 which are pledged as a security for the Developer's obligations under the Project Loan Note and the Lease and Option Agreement and which are secured by the Limited Partners' interests in the Developer.

Judgment Order: The Agreed Judgment Order consented to by the City and the Developer and entered in the Demolition Proceedings.

Lease and Option Agreement: The Lease and Option Agreement between the City and the Developer, entered into in connection with the sale/leaseback financing from the City to the Developer providing for the lease of the Project Real Estate from the City to the Developer after the City's acquisition of the Project Real Estate and the grant to the Developer of an option to purchase the Project Real Estate in the form attached to this Agreement as Exhibit _____.

Letter of Credit: The letter of credit to be issued by _____ in the amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) in form acceptable to the City and provided to the City as security for the faithful performance of the Developer's obligations under the Project Loan Note.

Limited Partners: The limited partners of the Developer.

NPS: The National Park Service, including both the regional and national offices thereof.

Operator: The tenant under the Operating Lease.

Operating Lease: The Lease from the Developer to the Operator providing for the operation and management of the Chicago Theater portion of the Project Real Estate by the Operator.

Performance Guaranty: The Performance Guaranty to be executed by the Developer and providing for the guarantee by the Developer of the faithful performance of its obligations hereunder and in form attached to this Agreement as Exhibit _____.

Permitted Delays: With respect to the Developer's obligation to complete the renovation of the Project Real Estate, any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the work. With respect to the City's ability to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the Redevelopment Documents or perform under this Agreement. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on the Developer or materially increase its obligations under this Agreement.

Permitted Encumbrances: (i) The Redevelopment Documents; (ii) liens for taxes and special assessments which are not then delinquent; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which will not materially interfere with or materially impair the operation of the Project Real Estate for the purposes described in this Agreement; (iv) zoning laws and similar restrictions which are not violated by the Project Real Estate; (v) all right, title and interest of the State of Illinois, the City and the public in and to that portion, if any, of the Project Real Estate used for a public way and in and to tunnels, and passageways over, under or upon a public way; (vi) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are set forth in Exhibit ____ to this Agreement.

Pledge Agreement: The Pledge and Security Agreement from the Developer to the City pursuant to which the Developer pledges the Investor Notes to the City as additional security for the Project Loan and which will be re-executed and delivered by the Developer as part of the Sale-Leaseback Closing to secure the Developer's obligations under the Lease and Option Agreement.

Plitt: Plitt Theaters, Inc.

Preservation Fund: The Preservation Fund for Theaters of Historic Designation to be established by the City.

Project: The undertaking of the Developer to (a) acquire the Project Real Estate from Plitt, (b) renovate the Chicago Theater into a facility containing an approximately 3,800 seat theater for live performances and film presentations, approximately 5,000 square feet of office space, and renovate the Page Brothers Building and the area above and below the Chicago Theater State Street lobby into a commercial facility with approximately 25,000 square feet of rentable retail space and approximately 37,000 square feet of rentable office space, in accordance with the Approved Final Plans and Specifications, and (c) redevelop the Project Site to effect the renovation in accordance with the Approved Final Plans and Specifications.

Project Acquisition Agreement: The Project Real Estate Acquisition Agreement between the Developer and Plitt providing for the acquisition of the Project Real Estate by the Developer in the form attached to this Agreement as Exhibit ____.

Project Acquisition Deed: The Deed from Plitt to the Developer conveying the title to the Project Real Estate to the Developer in accordance with the Project Acquisition Agreement and in the form attached to this Agreement as Exhibit ____.

Project Loan: The Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) to be loaned by the City to the Developer for application to the acquisition and renovation of the Project Real Estate in accordance with Articles 3 and 4 of this Agreement, a portion of which is the Acquisition Loan and the balance of which is the Project Renovation Loan.

Project Loan Closing: The procedure for the consummation of the Project Loan as described in Article 3 of this Agreement.

Project Loan Closing Date: The date set forth in Section 3.4 of this Agreement on which the Project Loan Closing is to occur.

Project Loan Mortgage: The Mortgage granted by the Developer to the City as security for the Project Loan Note and in the form attached to this Agreement as Exhibit _____.

Project Loan Note: The demand Promissory Note of the Developer bearing interest at the rate of six percent (6%) per annum issued to the City to evidence the Project Loan and in the form attached to this Agreement as Exhibit _____.

Project Personalty: All of the Developer's tangible personal property and equipment used in connection with the operation of the Project Real Estate and subject to the security interest created under the Security Agreement.

Project Real Estate: The Project Site and the Project Site Improvements, collectively, as now and hereafter existing.

Project Renovation Loan: The Two Million Dollars (\$2,000,000) portion of the Project Loan which is to be used by the Developer to pay a portion of the Development Costs, other than acquisition of the Project Real Estate.

Project Site: The land on which the Chicago Theater and the Page Brothers Building are situated, legally described as follows:

Chicago Theater

The South sixty feet of Lots one, two, and three and all of Lots four, five, six, seven, eight, nine and ten, in Block nine, Fort Dearborn Addition to Chicago in the Southwest Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Page Brothers Building

Lots one, two and three in Block nine in Fort Dearborn Addition to Chicago (except the South sixty feet of each said lots) in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

together with all and singular tenements, rights, easements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter appertaining to such land.

Project Site Improvements: The building commonly known as the Chicago Theater and the Page Brothers Building, located at 175-177 North State Street, Chicago, Illinois and situated on the Project Site, and all other improvements now or hereafter existing or constructed on the Project Site, together with all fixtures appurtenant thereto.

Qualified Investments: Investments in (i) direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America; (ii) obligations issued or guaranteed by any agency or instrumentality of the United States of America, (iii) certificates of deposit of, and time deposits in, any bank (as defined by the Illinois Banking Act), which certificates and deposits are insured by the Federal Deposit Insurance Corporation or other similar federal agency; (iv) commercial paper of an issuer which is rated not less than A-1 and prime-one, or their equivalents, by Standard & Poors Corporation and Moody's Investors Service, Inc., or their successors.

Redevelopment Documents:

(a) The Redevelopment Plan for the North Loop Redevelopment Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982, which plan was approved by the City Council, and

(b) The North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981, and, as so revised, approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised, approved by the Chicago Plan Commission on October 14, 1982, and, with additional revisions, approved by the City Council on October 27, 1982, and

(c) The North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision to the foregoing documents made from time to time by the City, provided that no such revision shall alter the use of the Project Real Estate for the purposes contemplated by this Agreement, or expressly require the Developer to take any action that results in a material increase of the Development Costs, or substantially alter the schedule for the Completion of the Project.

Renovation Escrow Agreement: The Renovation Escrow Agreement between the City, the Developer and the Escrow Agent which provides for the establishment of the Renovation Fund and the Damage and Destruction Fund and in the form attached to this Agreement as Exhibit _____.

Renovation Fund: The Renovation Fund-Chicago Theater Project established under the Renovation Escrow Agreement for deposit of the Syndication Proceeds; certain net operating income derived by the Developer from the operation of the Project Real Estate; proceeds of the Project Renovation Loan and the U.D.A.G. Renovation Loan, as and when released by the City; and for the disbursement thereof in conformity with Article 5 of this Agreement.

Sale-Leaseback Closing: The procedure for the consummation of the sale of the Project Real Estate from the Developer to the City and the lease of the Project Real Estate from the City to the Developer as provided in Article 7.

Satisfaction of Judgment: The Satisfaction of Judgment executed by Plitt, in recordable form and in form and content reasonably satisfactory to the City, evidencing full satisfaction of the Judgment Order upon the Developer's acquisition of the Project Real Estate from Plitt.

Section 108 Loan: The loan in the amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) made to the City by the Federal Financing Bank and guaranteed by H.U.D. pursuant to Section 108 of the Housing and Community Development Act of 1974, 42 U.S.C. §5308, as amended, the proceeds of which are to be used by the City in conformity with Article 7 to purchase the Project Real Estate from the Developer.

Security Agreement: The Security Agreement between the Developer and the City in the form attached to this Agreement as Exhibit _____.

Syndication: The private offering of limited partnership interests of the Developer pursuant to a Confidential Private Offering Memorandum dated August 20, 1985.

Syndication Proceeds: The gross proceeds received by the Developer from the sale of limited partnership interests pursuant to the Syndication, whether such proceeds be in the form of cash or notes.

U.D.A.G.: The Urban Development Action Grant No. B-85-AA-17-0211 in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) made to the City by H.U.D. pursuant to a preliminary approval dated June 6, 1985, the proceeds of which are to be loaned to the Developer, and evidenced by the U.D.A.G. Renovation Loan Note in conformity with Article 4, for renovation of the Project Site Improvements.

U.D.A.G. Agreement: The U.D.A.G. Grant Agreement between the City and H.U.D. governing the U.D.A.G. and attached hereto as Exhibit _____.

U.D.A.G. Mortgage: The Mortgage granted by the Developer to the City as security for the U.D.A.G. Renovation Loan Note in the form attached to this Agreement as Exhibit _____.

U.D.A.G. Renovation Loan: The loan in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) made by the City to the Developer from the U.D.A.G. proceeds for renovation of the Project Real Estate, as provided in Article 4.

U.D.A.G. Renovation Loan Note: The Promissory Note (together with any substitutions therefor or replacements thereof) of the Developer evidencing its obligation to repay the U.D.A.G. Renovation Loan, as provided in Article 4.

Unmatured Event of Default: Any condition or event which with the passage of time or the giving of notice, or both, would constitute an Event of Default.

Work: Any and all remodeling, reconstruction, demolition or construction constituting a part of the Project.

Written Request: With reference to the Developer, a writing signed on behalf of the general partner of the Developer.

3. Project Loan.

3.1 Use of Project Loan. The City hereby agrees to make the Project Loan to the Developer in the principal amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), of which the Eleven Million Five Hundred Thousand Dollar (\$11,500,000) Acquisition Loan, shall be used by the Developer to purchase the Project Real Estate from Plitt in accordance with the terms of the Project Real Estate Acquisition Agreement and of which the Two Million Dollar (\$2,000,000) Project Renovation Loan shall be used by the Developer to pay a portion of the Development Renovation Costs, other than acquisition of the Project Real Estate, in conformity with Section 3.8.

3.2 Project Loan Note. The Project Loan shall be evidenced by the Project Loan Note. The Project Loan Note shall be issued by the Developer to the City, shall be dated the date of issue, shall be in grid form to provide for the increase of the outstanding principal amount thereof as proceeds of the Project Renovation Loan are disbursed by the City, shall bear interest at the simple interest rate of six percent (6%) per annum (computed on the basis of a year consisting of 365 days and paid for actual days elapsed), shall provide that accrued interest will be payable monthly on the _____ (_____) day of each month, shall provide that the entire principal amount thereof and accrued interest thereon will be payable January 4, 1987 or on demand, whichever shall first occur, and shall be in the form of Exhibit _____ attached to this Agreement, with appropriate insertions.

3.3 Security for Project Loan Note. The Developer shall cause the Letter of Credit to be issued to the City to secure the payment of the principal of and interest on the Project Loan Note in accordance with the terms and provisions thereof. The Letter of Credit shall be in the amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), shall be irrevocable, shall have an initial expiration date of not earlier than March 4, 1987, shall be issued by a financial institution or other entity acceptable to the City, shall provide for payment to the City upon delivery to the Issuer thereof of a certificate executed on behalf of the City to effect that a draw is being made under the Letter of Credit pursuant to this Agreement, and shall be in form and content acceptable to the City. The City shall be entitled to make a draw under the Letter of Credit upon the City's demand for payment of the principal of and accrued interest on the Project Loan Note. The City agrees that it will demand payment of the principal of and accrued interest on the Project Loan Note prior to January 4, 1987 only upon the occurrence and continuance of one or more Events of Default

described in Section 11.1 or in the event that the City requires the proceeds of the Project Loan for any purpose pursuant to the Housing and Community Development Act of 1974. To further secure the payment of the principal of and interest on the Project Loan Note in accordance with the terms and provisions thereof, the Developer shall grant to the City: (a) a first mortgage lien on the Project Real Estate, subject only to Permitted Encumbrances, by means of the Project Loan Mortgage in the form attached to this Agreement as Exhibit _____; (b) a security interest, subject only to Permitted Encumbrances, in all equipment (as defined in Article 9 of the Illinois Uniform Commercial Code) and also all other tangible personal property at any time located at or owned or acquired by the Developer for use on or in the Project Real Estate and all proceeds, renewals and replacements thereof, all by means of the Security Agreement in the form attached to this Agreement as Exhibit _____; (c) an assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to any portion of the Project Real Estate including, but not limited to, the Operating Lease, by means of the Assignment of Rents in the form attached to this Agreement as Exhibit _____; and (d) a pledge of all of the Developer's rights in, to and under the Investigator Notes by means of the Pledge Agreement in the form attached to this Agreement as Exhibit _____.

3.4 Project Loan Closing. The closing for the Project Loan and the initial disbursement of the proceeds thereof (the "Project Loan Closing") shall be held at the offices of the City Department of Planning at 10:00 A.M. on September 20, 1985, or on such other date or at such other time or location, as the parties may mutually agree upon (the "Project Loan Closing Date").

3.5 Developer's Deliveries at Project Loan Closing. As express conditions to the Project Loan Closing, the Developer shall deliver the following to the City on the Project Loan Closing Date:

- (a) The Project Acquisition Agreement executed on behalf of the Developer and Plitt;
- (b) The Project Acquisition Deed executed on behalf of Plitt;
- (c) The Project Loan Note executed on behalf of the Developer;
- (d) The Project Loan Mortgage executed on behalf of the Developer;
- (e) The Security Agreement executed on behalf of the Developer;
- (f) The Assignment of Rents executed on behalf of the Developer;
- (g) The Pledge Agreement executed on behalf of the Developer, accompanied by the Investor Notes duly assigned to the City by the Developer;
- (h) The Developer Financing Statements executed on behalf of the Developer;
- (i) The Letter of Credit, accompanied by an opinion of the legal counsel for the issuer of the Letter of Credit in form and content acceptable to the City;

(j) An A.L.T.A. mortgage title insurance policy (Loan Policy - 1970) or binder with comprehensive endorsement No. 1 (or equivalent), issued by Chicago Title Insurance Company in the aggregate principal amount of \$13,500,000, showing good and marketable fee simple title to the Project Real Estate to be in Developer and insuring the lien of the Project Loan Mortgage to be a valid and enforceable first and prior lien on the Project Real Estate subject only to Permitted Encumbrances, which policy or binder shall cover the date of recording of the Project Loan Mortgage, shall be dated the Project Loan Closing Date and shall otherwise be in form and substance satisfactory to the City;

(k) A survey of the Project Site prepared and certified to the City by an Illinois registered land surveyor nor more than thirty (30) days prior to the Project Loan Closing Date and showing (i) the outline of the Project site, (ii) the boundaries of each parcel comprising the Project Site, (iii) the area of each such parcel to the nearest 1/100 of an acre, (iv) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-ways, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificate of the surveyor to the City (among others) as to the survey and the legal description.

(l) Copies of insurance policies or certificates of insurance evidencing that there is in full force the insurance coverage required by Section 9.1 to be maintained by Developer.

(m) The legal opinion of the Developer's legal counsel dated as of the Project Loan Closing Date, addressed to the City to the effect that:

- (i) The Developer is an Illinois limited partnership validly existing under, the laws of the State of Illinois with full power and authority to acquire, own, redevelop and operate the Project Real Estate;
- (ii) This Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents and the Pledge Agreement have been duly executed and delivered by the appropriate representatives of the Developer and such execution and delivery has been duly authorized;
- (iii) The execution and performance of this Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents and the Pledge Agreement will not violate the terms and provisions of the Developer's partnership agreement or, to the best of such counsel's knowledge any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which the Developer is a party or by which it is bound;
- (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving the Developer

which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;

- (v) This Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents and the Pledge Agreement constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms;
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under this Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents or the Pledge Agreement;
- (vii) The Developer has good and marketable title to the Project Real Estate subject only to Permitted Encumbrances;
- (viii) The description of the Project Real Estate in the Project Loan Mortgage and the U.D.A.G. Mortgage, and the description of the equipment and personal property in the Security Agreement, are adequate for the purposes of subjecting to the lien thereof the real and personal property in which the Project Loan Mortgage, the U.D.A.G. Mortgage and the Security Agreement purport to create a lien;
- (ix) The Project Loan Mortgage, the U.D.A.G. Mortgage and the Developer Financing Statements, in the form required by the Illinois Uniform Commercial Code, have been recorded or filed for record in all public offices wherein such recording or filing is necessary to perfect the lien and security interest granted by the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement and the Pledge Agreement as against creditors of and purchasers from the Developer and the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement and the Pledge Agreement create a valid and perfected first and prior lien on the property described therein effective against creditors of and purchasers from the Developer, subject only to Permitted Encumbrances; and
- (x) To the best of the knowledge of such counsel after due inquiry (i) the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, (ii) the Developer has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership and operation of the Project Real Estate or to the conduct of its business as now conducted and as presently proposed to be conducted, which violation or failure to obtain might materially and adversely affect the ability of the Developer to own and operate the Project Real Estate or conduct its activities as presently conducted or the condition (financial or otherwise) of the Developer, (iii) the acquisition, rehabilitation and operation of the Project Real Estate and the use thereof will not violate any applicable restrictions contained in any zoning, use,

environmental protection, building, moratorium or other applicable law, ordinance or regulation and (iv) no notification of or filing with any governmental agency or entity is currently required with respect to the Project Real Estate or the financing thereof from the proceeds of the Project Loan and the U.D.A.G. Loan.

The opinion described above may be subject to the qualifications set forth in Exhibit _____.

(n) A certificate executed on behalf of the Developer to the effect that the representations and warranties contained in Article 8 are true, correct and complete as of the Project Loan Closing Date.

(o) An original copy of the Operating Lease executed on behalf of the Developer and the Operator.

(p) Such other documents, instruments and certificates as the City shall deem appropriate or necessary in order to consummate the Project Loan Closing.

3.6 City Deliveries at Project Loan Closing.

The City shall deliver to the Developer on the Project Loan Closing Date:

(a) Eleven Million Five Hundred Thousand Dollars (\$11,500,000) by certified check, cashier's check or wire transfer of good funds to the Developer's deed and money escrow created for the purpose of acquiring the Project Real Estate from Plitt.

3.7 Additional Conditions Precedent to Project Loan.

Closing. It shall be a condition precedent to the Project Loan Closing that:

(a) Plitt shall have delivered to the City the Satisfaction of Judgment.

(b) The City and the Issuer of the Letter of Credit shall have entered into an agreement in the form attached to this Agreement as Exhibit _____, providing, among other things, that (i) the Issuer of the Letter of Credit shall record, on the Project Loan Closing Date, a mortgage against the Project Real Estate, subordinate to the Project Loan Mortgage, and senior to the U.D.A.G. Mortgage, and (ii) upon the issuer of the Letter of Credit funding the Letter of Credit, the City shall release the Project Loan Mortgage and shall subordinate to the interest of the issuer of the Letter of Credit the City's interests in any other security it had for the Project Loan.

3.8 Disbursement of Project Renovation Loan Proceeds. The proceeds of the Project Renovation Loan shall be disbursed by the City to pay or reimburse the Developer for the payment of the Development Costs incurred pursuant to the Project following delivery by the Developer to the Escrow Agent of the documents and certificates described in subsections 5.2(b) and 5.2(c). At such time as the City shall receive a written notice from the Escrow Agent confirming that the documents and certificates required by subsections 5.2(b) and 5.2(c) for the payment request then being made have been received by the

Escrow Agent and found by it to be in compliance with the requirements of subsections 5.2(b) and 5.2(c) and that the conditions of subsections 5.2(d) and 5.2(e) have been satisfied, the City shall pay or reimburse the Developer for the costs subject to such request by transmitting to the Escrow Agent the amount of such payment for disbursement by the Escrow Agent to the Developer.

4. U.D.A.G. Renovation Loan.

4.1 Use of U.D.A.G. Renovation Loan. The City hereby agrees to make the U.D.A.G. Renovation Loan to the Developer in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), or such lesser amount as shall be requested by and disbursed to the Developer pursuant to this Agreement, which shall be used by the Developer to pay a portion of the Development Renovation Hard Costs incurred pursuant to the Project and in conformity with this Agreement and the provisions of the U.D.A.G. Agreement. The Developer acknowledges that the sole source of funds for the U.D.A.G. Renovation Loan is the proceeds of the U.D.A.G. which the City is entitled to draw upon pursuant to the U.D.A.G. Agreement.

4.2 U.D.A.G. Renovation Loan Note. The U.D.A.G. Renovation Loan shall be evidenced by the U.D.A.G. Renovation Loan Note. The U.D.A.G. Renovation Loan Note shall be issued by the Developer to the City, shall be dated the date of the U.D.A.G. Renovation Loan Closing, shall be in grid form to provide for the increase of the outstanding principal amount thereof as proceeds of the U.D.A.G. Renovation Loan are disbursed by the City and as interest to be deferred accrues, shall be in the principal amount equal to the aggregate of the amounts from time to time endorsed by the City on the grid attached thereto, the amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum computed on the basis of a year consisting of 365 days and paid for actual days elapsed, shall have a final maturity date (the "Maturity Date") of the earlier of (a) thirteen (13) years from the Payment Commencement Date (as defined below) or (b) the date of any sale of or refinancing (other than any financing required solely in order to pay the final lease payment under the Lease and Option Agreement) for the Project Real Estate, and shall be in the form attached to this Agreement as Exhibit ____ with appropriate insertions. Interest on the U.D.A.G. Renovation Loan Note shall accrue but its payment shall be deferred, but not compounded, until the earlier of the date of the Completion Certificate for the Project or February 1, 1988, and on such date (the "Payment Commencement Date"), the amount of deferred interest shall be added to the then-outstanding principal amount of the U.D.A.G. Renovation Loan Note. The principal amount then outstanding from time to time shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum, computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only shall be payable monthly for thirty-six (36) months after the Payment Commencement Date, and thereafter principal and interest shall be payable monthly in installments calculated according to a 20-year amortization schedule. The balance of principal and interest shall be payable on the Maturity Date. The U.D.A.G. Renovation Loan Note may be prepaid, in whole or in part, only with the prior written consent and upon terms acceptable to the City. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at the rate per annum equal to the rate of interest published or publicly announced from time to time by American National Bank and Trust Company of Chicago as its prime or equivalent rate

of interest, with the rate charged hereunder to fluctuate concurrently with such prime rate, and such interest shall be due and payable upon demand.

4.3 Security for Payment. The U.D.A.G. Renovation Loan Note shall, during the period that the Project Loan Note is outstanding, be secured by the Security Agreement and the U.D.A.G. Mortgage, which shall be subordinate to the Project Loan Mortgage and the mortgage of the issuer of the Letter of Credit. During the term of the Lease and Option Agreement, the U.D.A.G. Renovation Loan Note shall be subject to the terms and conditions of the Lease and Option Agreement. During the period subsequent to the term of the Lease and Option Agreement, the U.D.A.G. Renovation Loan Note shall be secured by a mortgage in substantially the same form as the U.D.A.G. Mortgage and such mortgage will be subordinate to any mortgage granted by the Developer to a lender providing funds for use by the Developer to make the final lease payment under the Lease and Option Agreement.

4.4 U.D.A.G. Renovation Loan Closing. The closing for the U.D.A.G. Renovation Loan shall be held simultaneously with the Project Loan Closing.

4.5 Disbursement of U.D.A.G. Renovation Loan Proceeds. The proceeds of the U.D.A.G. Renovation Loan shall be disbursed by the City to pay or reimburse the Developer for the payment of Development Renovation Hard Costs following delivery by the Developer to the Escrow Agent of the documents and certificates described in subsections 5.2(b) and 5.2(c). At such time as the City shall receive a written notice from the Escrow Agent confirming that the documents and certificates required by subsections 5.2(b) and 5.2(c) for the payment request then being made have been received by the Escrow Agent and found by it to be in compliance with the requirements of subsections 5.2(b) and 5.2(c), and that the conditions of subsections 5.2(d) and 5.2(e) have been satisfied, and provided that the City's authority to draw proceeds of the U.D.A.G. has not been suspended pursuant to Section 7.02 of the U.D.A.G. Agreement, the City shall pay or reimburse the Developer for the costs subject to such request by transmitting to the Escrow Agent the amount of such payment for disbursement by the Escrow Agent to the Developer.

4.6 Developer's Deliveries at U.D.A.G. Renovation Loan Closing. As express conditions to the U.D.A.G. Renovation Loan Closing, the Developer shall deliver the following to the City on the Project Loan Closing Date, in addition to the deliveries required by Section 3.5:

- (a) The U.D.A.G. Renovation Loan Note, executed on behalf of the Developer;
- (b) The U.D.A.G. Mortgage, executed on behalf of the Developer;
- (c) The Renovation Escrow Agreement, executed on behalf of the Developer and the Escrow Agent;
- (d) The Developer's guaranty of performance of the Project, substantially identical in form and substance to Exhibit _____ (the "Performance Guaranty"); and
- (e) An A.L.T.A. second mortgage title insurance policy (Loan Policy -- 1970) or binder with comprehensive endorsement No. 1 (or equivalent), issued by Chicago Title and Trust Company in the aggregate principal amount of \$2,500,000, showing good and marketable

fee simple title to the Project Real Estate to be in Developer and insuring the lien of the U.D.A.G. Mortgage to be a valid and enforceable first and prior lien on the Project Real Estate subject only to Permitted Encumbrances, the Project Loan Mortgage and the mortgage of the issuer of the Letter of Credit, which policy or binder shall cover the date of recording of the U.D.A.G. Mortgage, shall be dated the Project Loan Closing Date and shall otherwise be in form and substance satisfactory to the City.

4.7 Additional Developer Payments

(a) Cash Flow Participation. The Developer shall pay the City 20% of its Net Annual Cash Flow, if any, from the operation of the Project Real Estate, subject to the conditions of this subsection. "Net Annual Cash Flow" shall mean all of the Developer's annual operating income and receipts from the Project Real Estate minus, for the same period (i) debt service on any financing or refinancing, including but not limited to, the Project Loan, the U.D.A.G. Renovation Loan and any financing extended by the issuer of the Letter of Credit following a draw by the City under the Letter of Credit, (ii) lease payments under the Lease and Option Agreement, (iii) real estate taxes, and (iv) reasonable operating expenses (including a management fee not to exceed 5% of annual operating income) allowable for Federal income tax purposes but excluding reserves for capital improvement, depreciation and other non-cash items. Prior to paying the City an amount equal to 20% of the Net Annual Cash Flow, the Developer shall be entitled to subtract from its Net Annual Cash Flow an amount equal to the amount paid to the Limited Partners as the 6% cumulative return on their investments in the Developer. If the amount of the Net Annual Cash Flow remaining after such deduction is equal to less than 20%, the City shall nevertheless be entitled to payment of that lesser amount.

The obligation to make payments to the City under this subsection shall begin to accrue on the Payment Commencement Date of the U.D.A.G. Renovation Loan Note, described in Section 4.2, and shall terminate upon payment in full of the U.D.A.G. Renovation Loan Note. Payments shall be made annually, each payment due within one hundred twenty (120) days after the end of each fiscal year of the Developer that either begins or ends within the period of this obligation. An appropriate apportionment shall be made with respect to any partial fiscal year.

(b) Excess Syndication Proceeds Participation. The Developer shall pay the City one-half (1/2) of the "excess syndication proceeds" of the Syndication, namely the sum of "net syndication proceeds" either owed to or received by the Developer from the Limited Partners in excess of Ten Million Dollars (\$10,000,000), which excess, if any, is not needed to complete the Project. For purposes of this subsection, "net syndication proceeds" shall mean gross Syndication Proceeds less allowable deductions for legitimate arm's-length, third-party costs of the Syndication such as legal, accounting, closing, printing, syndication fee, brokerage, and marketing. This amount shall be due and paid to the City within one hundred twenty (120) days after completion of the Project.

(c) Disposition Proceeds. The Developer shall pay the City twenty percent (20%) of the Net Proceeds of any sale or disposition of the Project Real Estate (except for the sale to the City pursuant to Article 7), and of any refinancing (except a refinancing consisting solely of the Developer's borrowing Twelve Million Five Hundred Thousand Dollars (\$12,500,000) to pay the final lease payment under the Lease and Option Agreement and which must be

repaid on or prior to the maturity of the U.D.A.G. Renovation Loan Note), which occurs prior to or concurrently with the maturity of the U.D.A.G. Renovation Loan Note, whether by acceleration or otherwise. "Net Proceeds" shall mean Gross Proceeds less, if paid or payable from Gross Proceeds: (i) payment of the final lease payment under the Lease and Option Agreement, (ii) repayment of the U.D.A.G. Renovation Loan, (iii) the Developer's documented reasonable costs of sale or refinancing, and (iv) repayment to the Limited Partners of an amount equal to the Syndication Proceeds (minus the amount of Syndication Proceeds then evidenced by promissory notes) plus the unpaid cumulative 6% annual return (not compounded) to Limited Partners on the amount of such Syndication Proceeds. "Gross Proceeds" shall mean the actual proceeds of the sale, disposition or refinancing or, in the case of a refinancing, the Fair Market Value of the Project Real Estate if in excess of the actual proceeds. The Fair Market Value of the Project Real Estate shall be determined by taking the mean average of the two closest appraisals made by three recognized and reputable appraisers, one selected by the Developer, one selected by the City, and the third selected by the other two appraisers. Any payment due to the City under this subsection shall be paid upon the closing of the sale, disposition or refinancing giving rise to the payment obligation.

(d) Security for Additional Developer Payments. The obligations of the Developer to make the payments provided for in subsections (a), (b) and (c) above shall be secured by the U.D.A.G. Mortgage, the Security Agreement, and all substitutions and replacements therefor, and the Renovation Fund.

4.8 Deposit of Payment in Escrow Account. Any payment made by the Developer pursuant to Section 4.7 before the City has disbursed the full amount of the U.D.A.G. Renovation Loan required by the Developer shall be deposited for the benefit of the City into such escrow fund as the City establishes pursuant to Section 2.04 of the U.D.A.G. Agreement. Notwithstanding the preceding sentence, in conformity with Section 9.01 of the U.D.A.G. Agreement, the Developer shall, upon instructions therefor by the Secretary of H.U.D., deposit in escrow under arrangements approved by the Secretary of H.U.D., all Program Income (as defined in the U.D.A.G. Agreement) received by the Developer prior to the completion of the Recipient Activities (as defined in the U.D.A.G. Agreement).

4.9 U.D.A.G. Renovation Loan Repayment Commitment. Until the Developer purchases the Project Real Estate pursuant to the Lease and Option Agreement, the City shall fund financing deficits of the Project applicable to the Chicago Theater with amounts equal to payments of principal and interest made by the Developer on the U.D.A.G. Renovation Loan Note.

5. Renovation Fund.

5.1. Creation of Renovation Fund. The City and the Developer shall enter into the Renovation Escrow Agreement with the Escrow Agent in order to provide for the establishment of a fund to be known as "Renovation Fund -- Chicago Theater Project" (the "Renovation Fund"). The Developer shall deliver the Syndication Proceeds, except for the Investor Notes, as and when received, to the Escrow Agent for deposit in the Renovation Fund. The Developer shall also deliver to the Escrow Agent for deposit in the Renovation Fund all rents, income and profits derived by the Developer from the Project Real Estate

until such time as the aggregate of all such rents, income and profits, when added to the total investment income derived from amounts on deposit in the Renovation Fund is equal to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000). All disbursements made by the City of the proceeds of the Project Renovation Loan and the U.D.A.G. Renovation Loan shall be held by the Escrow Agent in the Renovation Fund until paid to the Developer. The Escrow Agent shall invest and reinvest the Syndication Proceeds and all other moneys deposited by the Developer or the City in the Renovation Fund in Qualified Investments upon the written direction of the Developer. The Syndication Proceeds, all other moneys deposited by the Developer or the City and all investment earnings thereon shall be held in trust in the Renovation Fund by the Escrow Agent until disbursed as provided in Section 5.2 below.

5.2 Disbursements from the Renovation Fund.

(a) Moneys on deposit in the Renovation Fund shall be paid out from time to time by the Escrow Agent (subject to the right of the City to stop payment pursuant to subsection (e) in order to pay or reimburse the Developer for the payment of Development Costs incurred pursuant to the Project, in each case within three (3) business days after receipt by the Escrow Agent of: (i) the Written Request of the Developer described in subsection (b); (ii) for Development Costs relating to renovation, the certificate of the Independent Architect described in subsection (c); (iii) the approval of the City described in subsection (d) and (iv) appropriate waivers of lien and contractors statements, as provided in the Renovation Escrow Agreement. All disbursements made by the Escrow Agent shall also be subject to the conditions described in subsections (e) and (f).

(b) The Written Request of the Developer shall certify:

- (i) the item number of such Request, the name of the person, firm or corporation to whom each such payment is due, that every submission made by a contractor was on AIA Form 702 or 703 or the equivalent, each amount to be paid or reimbursed, the general classification of the costs for which each obligation to be paid was incurred, and that such costs were incurred pursuant to the Project and in conformity with Article 6;
- (ii) that such costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are reimbursable hereunder and each item thereof is a proper charge of Development Costs against the Renovation Fund and has not been paid or reimbursed as the case may be and with respect to disbursements or proceeds of either the Project Renovation Loan or the U.D.A.G. Renovation Loan, that such costs are Development Renovation Costs or Development Renovation Hard Costs, respectively;
- (iii) that all necessary permits and approvals required for that portion of the work on the Project for which such withdrawal is to be made have been issued and are in full force and effect;
- (iv) that such withdrawal is being made to pay Development Costs or Development Renovation Costs or Development Renovation Hard Costs, as the case may be, pursuant to the Project;

- (v) that there has not been filed with or served upon the Developer any notice of lien, right to a lien or attachment upon a claim affecting the right of any person, firm or corporation to receive payment of the respective amount stated in such Written Request which has not been released or insured over by Chicago Title Insurance Company or will not be released simultaneously with the payment of such obligation;
 - (vi) that prior to submission of the Written Request the Developer has expended \$11,500,000 for acquisition of the Project Real Estate;
 - (vii) its estimate of the dollar amount necessary to complete the renovation of the Project Real Estate (which estimate need not include any amounts for equipment which the Developer has arranged to lease or otherwise finance, provided that such arrangements shall be described in such Written Request);
 - (viii) the amount of moneys which will remain on deposit in the Renovation Fund after the withdrawal in question is made and its reasonable estimate of investment income to be earned thereon;
 - (ix) that the total amount set forth pursuant to (viii) above plus amounts remaining undrawn under the Project Renovation Loan and the U.D.A.G. Renovation Loan will, after payment of the amounts then requested, be sufficient to pay the cost of completing the renovation of the Project Real Estate in accordance with the construction contracts then in effect and an Independent Architect's written estimate of the cost of work, if any, not under contract, all in accordance with the Approved Final Plans and Specifications;
 - (xi) that to its knowledge the accompanying certificate of the Independent Architect is true and correct; and
 - (xii) if the Written Request is being delivered in connection with a requested disbursement of proceeds of the U.D.A.G. Loan, it shall also state that giving effect to the Written Request, the Developer is in compliance with the requirement of part III (a) (3) (aa) (iii) (b) of Exhibit E to the U.D.A.G. Agreement that it has spent, to pay Development Costs incurred in the Project, \$2.50 of "countable private funds" for each \$1.00 to be disbursed from the Renovation Fund as a draw on the U.D.A.G. Loan. "Countable private funds" shall mean funds derived by the Developer from a source other than the City pursuant to this Agreement and other than H.U.D.
- (c) The certificate of the Independent Architect shall:
- (i) state that he or she has read each Written Request of the Developer described in subsection (b) above;
 - (ii) summarize the progress made on the Project to the date thereof;

- (iii) approve payments to be made pursuant to the accompanying Written Request as a payment or reimbursement for renovation costs of the Project pursuant to contracts and the Approved Final Plans and Specifications that are on file with the City, that have been approved by the Independent Architect, and which such Independent Architect certifies have been approved in all required respects as to their compliance with applicable building codes by all governmental agencies having jurisdiction over the Project, including the City of Chicago;
- (iv) state that all work for which payment is then or has theretofore been requested has been performed in a good and workmanlike manner;
- (v) set forth the amount necessary to complete the Project in accordance with the contracts then in effect and the Independent Architect's estimate of the cost of work, if any, not under contract, all in accordance with the Approved Final Plans and Specifications;
- (vi) state that all governmental approvals and permits required for the work have been obtained and are in full force and effect for that portion of the Project for which such withdrawal is to be made;
- (vii) list such approvals and permits;
- (viii) state that a binding fixed price or guaranteed maximum price contract for the accomplishment of the portion of the Project for which such withdrawal is to be made has been entered into with a contractor or contractors or that work on such portion of the Project has been completed in accordance with the Approved Final Plans and Specifications; and
- (ix) state that payment and performance bonds in amounts equal to 100% of the amount of each contract which is not completed have been obtained covering such contractor or contractors.

(d) The City shall approve the Written Request within five (5) business days after delivery and the satisfaction of the following conditions, of which the Developer shall give evidence satisfactory to the City if requested:

- (i) the City shall have the opportunity to verify the Written Request;
- (ii) the Developer shall have received and accepted subscriptions from the Limited Partners entitling the Developer to receive not less than \$10,000,000 in Syndication Proceeds;
- (iii) the following instruments and documents shall be in full force and effect and no Event of Default or Unmatured Event of Default shall exist under any of them: this Agreement, the Project Acquisition Agreement, the Project Loan Note, the U.D.A.G. Renovation Loan Note, the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents, the Pledge

Agreement, the Renovation Escrow Agreement and the Performance Guaranty;

- (iv) the Developer holds title to all land, in addition to the Project Real Estate, required for completion of the Project.

(e) Upon the receipt of each Written Request of the Developer and the accompanying certificate of the Independent Architect and approval of the City, and prior to any payout upon such Written Request, the Escrow Agent shall determine that, after giving effect to such payout, the moneys remaining in the Renovation Fund plus amounts remaining undrawn under the Project Renovation Loan and the U.D.A.G. Renovation Loan are sufficient to cover the amount necessary to complete the renovation of the Project Real Estate. Thereupon, the Escrow Agent shall pay the obligation set forth in such Written Request out of moneys in the Renovation Fund. In making such payments, the Escrow Agent may rely upon such Written Request and accompanying certificate and approval. If for any reason the City or the Developer should decide prior to the payment of any item in said Written Request not to pay such item it shall give written notice of such decision to the Escrow Agent and thereupon the Escrow Agent shall not make such payment.

(f) Upon notice given by the City to the Escrow Agent that an Event of Default has occurred under this Agreement, the Escrow Agent shall give written notice to the Developer of such notice from the City and ten (10) days thereafter the Escrow Agent shall deliver to the City, from moneys on deposit in the Renovation Fund, an amount equal to the cost necessary to complete renovation of the Project and the balance shall be returned to the Developer.

6. Project Redevelopment.

6.1 Redevelopment Standards. The Developer shall redevelop the Project Real Estate for use in accordance with the Redevelopment Documents and shall plan and do the work for and to the Project Site Improvements consistent with the uses and guidelines set forth in the Redevelopment Documents and in accordance with the Approved Final Plans and Specifications. All work shall be performed in accordance with the requirements of this Agreement and shall be in conformity with all applicable federal, state, and local laws, ordinances, rules and regulations.

6.2 Preparation and Approval of Plans and Specifications. The plans and specifications for the renovation pursuant to the Project shall be prepared by the Developer and submitted to the City for approval in accordance with the following and in any case the Developer may make submissions and the City may approve plans and specifications pertaining to one portion of the work before submissions and approvals are made of those pertaining to other portions of the work:

- (a) On or before _____ (____) months after the date of this Agreement, subject to Permitted Delays, the Developer shall deliver to the City schematic drawings for renovation of the Project Real Estate. These drawings will be subject to the approval of the City, the SHPO and the NPS shall be consistent with the Redevelopment Documents and the Proposal.

(b) Subject to Permitted Delays, the Developer shall submit its final design development drawings and specifications consistent with and based on the Approved Schematics to the City for its approval thereof _____ (____) days from the date of the City's approval of the Approved Schematics. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents or the Approved Schematics, within thirty (30) days after notice thereof, the Developer shall submit revisions of such disapproved design development drawings and specifications with all deficiencies corrected.

(c) Subject to Permitted Delays, the Developer shall submit its final working drawings and specifications consistent with and based on the Approved Design Plans to the City for its approval thereof _____ (____) days from the date of the City's approval of the Approved Design Plans. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents, the Approved Design Plans or the Approved Schematics, within thirty (30) days after notice thereof, the Developer shall submit revisions of such disapproved drawings and specifications with all deficiencies corrected.

(d) Any drawings, plans or specifications, required to be submitted to the City for its approval pursuant to this Section 6.2 shall be approved or disapproved by the City within thirty (30) days of the receipt thereof by the City. If the City disapproves any such drawings, plans or specifications, it shall state its reasons in a written statement delivered to Developer. Failure to give such written disapproval within the periods specified above in this subparagraph shall be deemed approval by the City.

(e) Any approvals made by the City of the drawings and specifications as provided by this Section 6.2 are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the City pursuant to the Agreement constitute approval of the quality or the safety of the renovation of the Project Real Estate.

6.3 Schedule of Construction. Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently Complete the renovation pursuant to the Project in accordance with the Approved Final Plans and Specifications and the Developer agrees that the renovation shall commence and be Completed within the periods specified below in this Section 6.3. The time of commencement and Completion of the renovation pursuant to the Project shall be as follows:

Commencement of Renovation - February 1, 1986

Completion of Renovation of Chicago Theater - July 1, 1986

Completion of Renovation of Page Brothers Building - February 1, 1988

For purposes of this Section 6.3, the renovation pursuant to the Project shall be deemed to be completed at such time as the Completion Certificate is issued.

6.4 Payment and Performance Bonds. The Developer shall require in all construction contracts for the renovation pursuant to the Project that the contractors and subcontractors

be bonded for their performance and payment by sureties having an AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee.

6.5 Contributions. Developer shall make contributions to the City in a value equaling at least two percent (2%) of the Development Costs of the office portions of the Project, in cash or in kind as described in Exhibit _____. Any cash payments made in satisfaction of such contributions shall be held by the City as a fund or in a fund to be used to enhance the total environment of the Project Real Estate.

6.6 Barricades. Prior to commencing any renovation pursuant to the Project requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 6.6 are removed with the approval of the Commissioner, the Commissioner shall retain the right to approve; (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

6.7 Completion Certificate. At completion of the renovation of the Project Real Estate in accordance with this Agreement, and after the Developer's compliance with the provisions of Sections 6.5 and 6.10, upon the written request of the Developer, the City shall furnish the Developer with an appropriate instrument certifying that the renovation of the Project Real Estate has been completed and the other obligations of the Developer to be performed on or prior to such certification are satisfied. The Completion Certificate by the City shall be the conclusive determination that the Developer has satisfied the requirements in Article 6 of this Agreement and the Guaranty with respect to the obligations of the Developer to complete the renovation of the Project Real Estate and to perform the Developer's other obligations under this Agreement to be performed prior to such certification. If the City shall refuse or fail to provide the Completion Certificate upon completion of the renovation of the Project Real Estate, the City shall, within thirty (30) days after written request by the Developer, provide Developer with a written statement indicating in what respects Developer has failed to Complete the renovation of the Project Real Estate or otherwise comply with this Agreement or the Guaranty. Any certification made by the City pursuant to this Agreement or the Guaranty with respect to the renovation of the Project Real Estate shall be for the sole purpose of confirming that Developer has complied with Article 6 of this Agreement and the Guaranty and shall not be deemed an approval of the quality or safety of the renovation of the Project Real Estate or the Work or that the Developer has complied with any applicable law or ordinance.

6.8 Conflict of Interest; City's Representatives Not Individually Liable. Prior to the City's issuing a Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project Real Estate, the Lease and Option Agreement, the Operating Lease, the Work, the Developer or Affiliates of Developer; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Developer or an Affiliate of Developer or any successor in

interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

6.9 Covenants for the Project Site. Prior to the City's issuing a Completion Certificate, all parties having an interest in the Project Site or the Project Site Improvements shall execute and deliver to the City a written Covenant in form and content specified by the Commissioner which Covenant shall provide: that the Developer, the Developer's Affiliates and successors and assigns shall from the date of this Agreement and for a period of forty (40) years from the recording of the Covenant with reference to the Project Site do as follows:

(a) devote such portion of the Project Site and the Project Site Improvements only to the uses consistent with those set forth in the Redevelopment Documents;

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project Real Estate or any part thereof; and

(c) perform all covenants, terms and provisions of all easements and agreements of record encumbering the Project Site and the Project Site Improvements concerning the use, occupancy and/or maintenance thereof whether or not the City is a party to such easements and agreement. Upon request of the City, the Developer shall provide a policy of title insurance in the amount specified by the Commissioner showing that all parties having an interest in the Project Site and the Project Site Improvements have executed the Covenant.

6.10 Failure to Comply with Construction Schedule. In the event that the Developer shall fail to comply with the completion dates for construction of the Project as set forth in Section 6.3, subject to Permitted Delays, then in such event the Developer shall promptly pay to the City, upon demand of the City, the following amounts:

(a) For each day that the Chicago Theater renovation remains uncompleted, an amount equal to _____ Dollars (\$ _____); and

(b) For each day that the Page Brothers Building renovation remains uncompleted, an amount equal to _____ Dollars (\$ _____); and

(c) In addition to the amounts described in (a) and (b) above, an amount equal to all costs and expenses, including interest paid by the City, which the City incurs with respect to the Section 108 Loan during the period that the Project or any part thereof remains uncompleted, except to the extent that the City is paid such costs by the Developer under the Lease and Option Agreement.

6.13 Use of Proceeds of Investor Notes. The Pledge Agreement to be executed and delivered by the Developer at the Project Loan Closing shall provide that, upon the written request of the Developer, the City, acting by and through the Commissioner, may: _____ consent to the Developer's issuance of a demand to the Limited Partners for the payment of all or a portion of the principal amount of the Investor Notes and the application by the Developer of the proceeds of the Investor Notes realized upon such demand to the payment of Development Costs. Any such demand and application by

the Developer shall be in accordance with such terms and conditions as shall be jointly established by the Developer and the Commissioner.

7. Purchase and Leaseback of Project Real Estate

7.1 Agreement to Purchase and Sell. Within sixty (60) days after the Developer gives the City notice of its intent to sell the Project Real Estate, the Developer shall sell the Project Real Estate to the City and the City shall purchase it from the Developer, provided that the notice of intent is given no later than sixty (60) days before January 4, 1987 (namely, on or before November 5, 1986) and provided that the City receives the proceeds of the Section 108 Loan.

7.2 Purchase Price and Payment. The purchase price of the Project Real Estate shall be Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "Price"). The City shall pay the Price in full at the Sale-Leaseback Closing, in cash or by check.

7.3 Conditions Precedent to City's Purchase. Except as provided in subsection (g) hereof, the City's obligation to purchase the Project Real Estate is subject to the satisfaction of the following conditions on the date of the Sale-Leaseback Closing:

(a) The Project Loan shall have been or shall concurrently be repaid in full and the Developer shall have satisfied all of its obligations under the Project Loan Note.

(b) Each of the following agreements shall be in full force and effect and no Event of Default or Unmatured Event of Default shall exist under any of them: this Agreement, the U.D.A.G. Renovation Loan Note, the Operating Lease, the Security Agreement, the Pledge Agreement, the Assignment of Rents, the Lease and Option Agreement, the U.D.A.G. Mortgage, the Project Loan Mortgage (subject to termination of the Project Loan Mortgage on the Sale-Leaseback Closing) and, if the issuer of the Letter of Credit has funded the Letter of Credit, the intercreditor agreement between the issuer and the City.

(c) There shall have been delivered to the City all of the documents and instruments described in Section _____ of the Lease and Option Agreement.

(d) The Developer's representations and warranties made in Article 8 shall be true, correct and complete.

(e) As required by 24 C.F.R. §570.701 (a) (2), the Developer shall have complied, in execution of the Project to the date of the Sale-Leaseback Closing, with the requirements applicable to activities assisted under Subpart M of Title 24 of the Code of Federal Regulations, 24 C.F.R. §570.700 through §570.705.

(f) The Completion Certificate shall have been issued by the City, or the Developer shall have obtained a letter of credit in form and content and issued by a financial institution or other entity acceptable to the City in an amount equal to the amount which is required, in excess of the funds then on deposit in the Renovation Fund (making no allowance for additional interest earnings thereon), plus any amounts undrawn under the U.D.A.G. Renovation Loan, to Complete the renovation of the Project Real Estate.

(g) If the issuer of the Letter of Credit has funded the Letter of Credit pursuant to the City's demand for payment of the Project Loan Note, then the City's obligation to purchase the Project Real Estate shall be subject to the satisfaction of only the following conditions on the date of the Sale-Leaseback Closing: (i) the City shall have received the proceeds of the Section 108 Loan; (ii) the Project Loan shall have been or shall concurrently be paid in full; (iii) the intercreditor agreement between the issuer of the Letter of Credit and the City shall be in full force and effect and no Event of Default caused by the issuer shall exist thereunder; (iv) there shall have been delivered to the City all of the documents and instruments described in Section _____ of the Lease and Option Agreement; and (v) there shall have been delivered to the City the Developer's deliveries identified in Section 7.5(a) and Section 7.5(b) (i) and (iii). The City's purchase of the Project Real Estate shall not constitute a waiver by the City of any Event of Default or Unmatured Event of Default of or caused by the Developer existing on the date of the Sale-Leaseback Closing.

7.4 Lease of Project Real Estate and Purchase Option. On the date of the Sale-Leaseback Closing, the City shall lease to the Developer and the Developer shall lease from the City the Project Real Estate, subject to the terms and conditions of the Lease and Option Agreement, in the form attached to this Agreement as Exhibit _____. The Lease and Option Agreement shall provide, among other things, the following.

(a) Duration of the Lease. The term of the lease to the Developer shall be for a period commencing on the date of the Sale-Leaseback Closing and expiring January 4, 1993.

(b) Rental Payments and Deposit into Escrow. The rental payments under the Sale-Leaseback Agreement shall be payable in such amounts and on such dates as shall be necessary in order to provide for the City's payment of the principal of and interest on the Section 108 Loan. The parties acknowledge that the final lease payment shall be equal to the principal amount of the Section 108 Loan. Any financing obtained by the Developer to make the final lease payment shall have a final maturity date not later than the final maturity date of the U.D.A.G. Renovation Loan and shall be prepaid not earlier than the date of any prepayment of the U.D.A.G. Renovation Loan.

(c) Security for Performance of Developer's Obligations. As security for the performance of its obligations under the Lease and Option Agreement, the Developer shall (i) pledge and assign to the City the Investor Notes; (ii) reaffirm the Assignment of Rents and Leases as security for its obligations under the Lease and Option Agreement in form and content acceptable to counsel to the City; and (iii) reaffirm the Security Agreement as security for its obligations under the Lease and Option Agreement in form and content reasonably satisfactory to counsel to the City.

(d) Purchase Option. At the termination of the Lease and Option Agreement lease term and upon the Developer's satisfaction of all of its obligations thereunder, the Developer shall have an option to purchase the Project Real Estate from the City for a price of One Dollar (\$1.00), upon the closing of which the City shall deliver to the Developer a deed substantially similar in form and substance to Exhibit _____ to the Lease and Option Agreement and the assignment of the Investor Notes shall be terminated. If the U.D.A.G. Renovation Loan Note has not, by that date, been paid in full and all obligations thereunder satisfied, the Developer shall execute and deliver to the City on the closing of the Developer's purchase of the Project Real Estate the following documents and

instruments as security for the U.D.A.G. Renovation Loan Note: (i) a mortgage substantially in the form of the U.D.A.G. Mortgage, attached hereto as Exhibit _____, which mortgage shall be subordinate to any mortgage granted by the Developer in connection with financing obtained to make the final installment due under the Lease and Option Agreement; (ii) a reaffirmation of the Security Agreement; and (iii) a reaffirmation of the Assignment of Rents.

7.5 Sale-Leaseback Closing. The closing of the purchase and sale of the Project Real Estate and the Lease and Option Agreement ("Sale-Leaseback Closing") shall take place sixty (60) days after the Developer gives its notice of intent to sell pursuant to Section 7.1, or on such other date as the parties mutually agree, but in no event later than January 4, 1987. The Sale-Leaseback Closing shall be at 10:00 A.M. at the offices of the City Planning Department, or at such other time of day and place as the parties mutually agree. At the Sale-Leaseback Closing:

(a) The Developer shall deliver to the City the following:

- (i) A Warranty Deed transferring to the City fee simple title to the Project Real Estate, subject only to Permitted Encumbrances, in the form attached to this Agreement as Exhibit _____;
- (ii) Title insurance policy in the form required by the Lease and Option Agreement;
- (iii) A survey of the Project Site in the form required by the Lease and Option Agreement.

(b) The Developer shall further deliver to the City the following:

- (i) Payment of the outstanding principal and accrued interest on the Project Loan;
- (ii) A letter of credit referred to and if required by Section 7.3(f); and
- (iii) Such other documents, instruments and certificates as are required by the Lease and Option Agreement.

(c) The City shall deliver to the Developer the following:

- (i) Payment of the Price;
- (ii) A release deed, in recordable form, terminating the Project Loan Mortgage;
- (iii) The Letter of Credit and a release by the City of the Letter of Credit; and
- (iv) Such other documents, instruments and certificates as are required by the Lease and Option Agreement.

7.6 Expenses of the Purchase and Sale and the Lease and Option Agreement. The Developer shall bear its own expenses of all transactions contemplated by this Article 7 and also the City's expenses, including but not limited to: the costs of surveys, owner's title

insurance, mortgagee's title insurance, recording fees, filing fees, and attorney's fees incurred in the review and preparation of documents contemplated by this Article 7.

The Developer shall reimburse the City within fifteen (15) days after delivery by the City to the Developer of a statement identifying such expenses incurred by the City. Expenses itemized on any statement delivered to the Developer at the Sale-Leaseback Closing may, at the City's election, be set off against the Price.

7.7 Preservation Fund.

(a) The City agrees to establish the Preservation Fund and to deposit in such fund the monies which are made available for such purpose by developers of parcels of property within the City's North Loop Tax Increment Redevelopment Project Area. Within the Preservation Fund there shall be established an account designated as the "Chicago Theater Account" to which the first Two Million One Hundred Thousand Dollars (\$2,100,000) of monies deposited in the Preservation Fund shall be allocated.

(b) During the term of the Lease and Option Agreement, the City agrees to pay to the Developer from funds, if any, available in the Chicago Theater Account of the Preservation Fund an amount equal to the amount by which Six Hundred Thousand Dollars (\$600,000) exceeds the annual rental income received by the Developer under the Operating Lease. Any such payments by the City shall be made not less often than quarter-annually and shall be payable upon receipt by the City of a copy of the Operating Lease accompanied by a certificate executed on behalf of the General Partner specifying the amount which is payable to the Developer under this subsection 7.7 for the period to which the certificate relates.

(c) If the City shall make payments to the Developer from the Chicago Theater Account of the Preservation Fund, the Developer shall be required to repay such amounts, without interest, as follows:

(i) If, for any year subsequent to the first year in which the City makes a payment to the Developer under this subsection 7.7, the Developer receives annual rental income under the Operating Lease in excess of Six Hundred Thousand Dollars (\$600,000), such excess shall be paid to the City until the aggregate amount of such payments equals the total amount paid to the Developer under this subsection 7.7 and not previously repaid to the City.

(ii) If the Developer shall sell the Project Real Estate prior to the expiration of the term of the Lease and Option Agreement and the net proceeds of such sale exceed the sum of: (A) the outstanding balance of the U.D.A.G. Loan; (B) the amount remaining unpaid under the Lease and Option Agreement; (C) the amount of the capital contributions of the Limited Partners which have not been repaid to the Limited Partners; and (D) an amount equal to the accrued but unpaid six percent (6%) cumulative return on the capital contributions of the Limited Partners, such excess net proceeds shall be paid to the City to the extent of the total amount paid to the Developer under this subsection 7.7 and not previously repaid to the City.

7.8 Use of Proceeds of Investor Notes. The Pledge Agreement to be executed and delivered by the Developer of the Sale-Leaseback Closing shall provide that, upon the written request of the Developer, the City, acting by and through the Commissioner, may consent to the Developer's issuance of a demand to the Limited Partners for the payment of all or a portion of the principal amount of the Investor Notes and the application by the Developer of the proceeds of the Investor Notes realized upon such demand to the payment of operating expenses of the Project Real Estate. Any such demand and application by the Developer shall be in accordance with such terms and conditions as shall be jointly established by the Developer and the Commissioner.

8. Developer Representations and Warranties. The Developer represents and warrants to the City as follows:

8.1 Organization and Authority. The Developer is a limited partnership validly existing under the laws of the State of Illinois with full power and authority to acquire, own, redevelop and operate the Project Real Estate.

8.2 Litigation. There are no proceedings pending or, to the knowledge of the Developer, threatened against or affecting the Developer in any court or before any governmental authority which involve the possibility of materially and adversely affecting the business or condition (financial or otherwise) of the Developer or the ability of the Developer to perform its obligations under this Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Note, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents or the Lease and Option Agreement.

8.3 Authorization. The Consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the Project Acquisition Agreement, the Project Loan Note, the Project Loan Mortgage, the Security Agreement, the Assignment of Rents, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage, the Pledge Agreement and the Lease Option Agreement:

- (i) are within the powers and have been duly authorized by all necessary partnership action on the part of the Developer; and
- (ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, agreement or other instrument to which the Developer is subject.

8.4 Use of Proceeds. The Developer will use the proceeds of (i) the Acquisition Loan solely for the purpose of purchasing the Project Real Estate from Plitt pursuant to the Project Acquisition Agreement and (ii) the Project Renovation Loan and the U.D.A.G. Renovation Loan solely for the purposes of paying the costs of renovation of the Project Real Estate.

8.5 Creation of Jobs. In conformity with Section 9.06 of the U.D.A.G. Agreement, the Developer shall use its best efforts to create or cause to be created, no later than forty-eight (48) months from the date of the preliminary approval of the U.D.A.G. application, namely June 6, 1985, the following jobs from the Project, in the following categories (as such are defined in or pursuant to the U.D.A.G. Agreement): 730 total new permanent jobs; 400

total new permanent jobs for low and moderate-income persons; 110 total new permanent jobs for C.E.T.A.-eligible persons; 220 total new permanent jobs for minorities; and 0 total new permanent jobs for low and moderate income residents of the pocket of poverty. From time to time at the City's request the Developer shall deliver to the City a statement certifying the number of new jobs created by the Project, the categories in which those jobs were created, the date(s) by which the new jobs were created, and such other information pertaining thereto as the City requests.

8.6 Approvals and Reviews. In conformity with Section 9.04 of the U.D.A.G. Agreement, the Developer has obtained, or has reasonable assurances that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained by the Developer to carry out the Non-Recipient Activities (as defined in the U.D.A.G. Agreement), and those not yet obtained are the following:

8.7 Syndication. The Developer has received and accepted subscriptions from the Limited Partners which will in the aggregate result in the Developer being entitled to receive Ten Million Dollars (\$10,000,000) in Syndication Proceeds from the Limited Partners due and payable in accordance with the terms of the Private Offering Memorandum for the Syndication.

9. Developer Covenants. The Developer covenants and agrees with the City as follows:

9.1 Insurance. Throughout the term of the Project Loan, the U.D.A.G. Renovation Loan and the Lease and Option Agreement, the Developer shall keep the Project Real Estate continuously insured against such risks as are customarily insured against by businesses of like size and type in the State of Illinois, paying as the same become due all premiums in respect thereto, including but not necessarily limited to:

(a) Insurance upon the repair or replacement basis, if available, and otherwise to the full insurable value of the Project Real Estate not less than the sum of the principal amounts of the Project Loan Note and the U.D.A.G. Renovation Loan Note (with deductible provisions not to exceed \$_____) against loss or damage by theft, fire and other risks, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois.

(b) Explosion insurance on steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in subsection (a) above) in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed on the Project Real Estate (with deductible provisions not to exceed \$_____).

(c) Insurance to the extent of \$_____ per occurrence and \$_____ in the annual aggregate against liability for bodily and personal injury, including death resulting therefrom, and to the extent of \$_____ per occurrence against liability for damage to property of others, including loss of use thereof, (with deductible

provisions not to exceed \$_____) occurring on or in any way related to the Project Real Estate, or any part thereof.

(d) Workmen's Compensation Insurance for the employees of the Developer or any other active operator of the Project Real Estate required by the laws of the State of Illinois.

(e) Builder's Risk Insurance in form and amount acceptable to the City.

(f) Such other insurance with respect to the Project Real Estate in such amounts and against such insurable hazards as the City may from time to time reasonably require.

Notwithstanding the foregoing, the insurance required under subsection (e) need be maintained only until the City has issued a Completion Certificate for the renovation pursuant to the Project. Copies or certificates of the insurance policies required by this Section 9.1 shall be delivered by the Developer to the City, and, in the case of policies expiring throughout the term of the Project Loan, the U.D.A.G. Renovation Loan or the Lease and Option Agreement, copies or certificates of any new or renewal policies shall be delivered by the Developer to the City not less than ten (10) days prior to the applicable expiration date.

Policies of insurance provided for in this Section 9.1 shall be maintained in companies reasonably satisfactory to the City and shall name the Developer as insured, provided, however, that the City shall also be named as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City pursuant to a standard noncontributory mortgagee loss payable clause providing that the same may not be cancelled except upon thirty (30) days' prior written notice to the City. The Developer hereby irrevocably constitutes and appoints the City its true and lawful attorney in fact to endorse the name of the Developer on any commercial paper evidencing any insurance proceeds.

9.2 Damage and Destruction.

(a) If, prior to the payment in full of the Project Loan Note (or the amounts payable under the Lease and Option Agreement, if then in effect) and the U.D.A.G. Renovation Loan Note, the Project Real Estate is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall be obligated to continue to make the payments specified in the Project Loan Note (or the Lease and Option Agreement, if then in effect) and the U.D.A.G. Renovation Loan Note and shall give written notice of any such damage or destruction to the City. All net proceeds of insurance resulting from claims for losses resulting from damage or destruction of the Project Real Estate shall be delivered to the Escrow Agent for the benefit of the City and the Developer and held by the Escrow Agent in a special fund created under the Renovation Escrow Agreement and known as the "Damage and Destruction Fund -- Chicago Theater Project" (the "Damage and Destruction Fund"). Moneys on deposit in the Damage and Destruction Fund may be invested and reinvested by the Escrow Agent in Qualified Investments upon the written direction of the Developer.

(b) Upon the occurrence of any damage to or destruction of the Project Real Estate, other than Substantial Destruction (as defined in subsection (f) below), the Developer shall proceed promptly to repair, rebuild or restore the Project Real Estate to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Developer and approved in writing by the City. The funds on deposit in the Damage and Destruction Fund shall be disbursed by the Escrow Agent to pay or reimburse the Developer for the costs of repairing, rebuilding or restoring the Project Real Estate in accordance with the provisions of subsection (c) below. In the event that the moneys on deposit in the Damage and Destruction Fund are not sufficient to pay in full the costs of such repairing, rebuilding, restoration, the Developer will nonetheless cause such repairing, rebuilding or restoration to be completed and will, prior to the commencement of such repairing, rebuilding or restoration, pay to the Escrow Agent for deposit in the Damage and Destruction Fund an amount equal to that portion of the costs thereof in excess of the amounts then on deposit in the Damage and Destruction Fund.

(c) The moneys on deposit in the Damage and Destruction Fund shall be paid out from time to time by the Escrow Agent in order to pay or reimburse the Developer for the payment of the costs of repairing, rebuilding or restoring the Project Real Estate upon receipt by the Escrow Agent and the City of: plans and specifications for such repairing, rebuilding or restoring acceptable to the City; a Written Request of the Developer; a certificate of the Independent Architect; and appropriate waivers of lien and contractors statements, as provided in the Renovation Escrow Agreement.

- (i) The Written Request of the Developer shall certify:
- (A) the item number of such Written Request, the name of the person, firm or corporation to whom each such payment is due, that every submission made by a contractor was on AIA Form 702 or 703 or the equivalent, each amount to be paid or reimbursed, the general classification of the costs for which each obligation to be paid was incurred, and that such costs were incurred in the repairing, rebuilding, or restoring the Project Real Estate;
 - (B) that such costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are reimbursable hereunder and each item thereof is a proper charge against the Damage and Destruction Fund and has not been paid or reimbursed as the case may be;
 - (C) that all necessary permits and approvals required for that portion of the repairing, rebuilding or restoring the Project Real Estate for which such withdrawal is to be made have been issued and are in full force and effect;
 - (D) that there has not been filed with or served upon the Developer any notice of lien, right to a lien or attachment upon a claim affecting the right of any person, firm or corporation to receive payment of the respective amount stated in such Written Request which has not been released or will not be released simultaneously with the payment of such obligation;

- (E) its estimate of the dollar amount necessary to complete the repairing, rebuilding or restoring the Project Real Estate (which estimate need not include any amounts for equipment which the Developer has arranged to lease or otherwise finance, provided that such arrangements shall be described in such Written Request);
 - (F) the amount of moneys which will remain on deposit in the Damage and Destruction Fund after the withdrawal in question is made and its reasonable estimate of investment income to be earned thereon;
 - (G) that the total amount set forth pursuant to (F) above will, after payment of the amounts then requested, be sufficient to pay the cost of completing the repairing, rebuilding or restoring the Project Real Estate in accordance with the construction contracts then in effect and an Independent Architect's written estimate of the cost of Work, if any, not under contract, all in accordance with plans and specifications approved by an independent architect and then in effect and on file with the City;
 - (H) that no Event of Default or Unmatured Event of Default exists under this Agreement, the Project Loan Mortgage (or the Lease and Option Agreement, if then in effect) or the U.D.A.G. Mortgage; and
 - (I) that to its knowledge, the accompanying certificate of the Independent Architect is true and correct.
- (ii) The certificate of the Independent Architect shall:
- (A) state that he or she has read each Written Request of the Developer described in subsection (i) above;
 - (B) summarize the progress made on the repairing, rebuilding or restoring the Project Real Estate to the date thereof;
 - (C) approve payments to be made pursuant to the accompanying Written Request as a payment or reimbursement for costs of the repairing, rebuilding or restoring the Project Real Estate pursuant to contracts and plans and specifications that are on file with the City, that have been approved by the Independent Architect, and which such Independent Architect certifies have been approved in all required respects as to their compliance with applicable building codes by all governmental agencies having jurisdiction over the Project Real Estate, including the City;
 - (D) state that all Work for which payment is then or has theretofore been requested has been performed in a good and workmanlike manner;
 - (E) set forth the amount necessary to complete the repairing, rebuilding or restoring the Project Real Estate in accordance with the contracts then in effect and the Independent Architect's estimate of the cost of Work, if any,

not under contract, all in accordance with the plans and specifications approved by the Independent Architect;

- (F) state that all governmental approvals and permits required for the Work have been obtained and are in full force and effect for that portion of the repairing, rebuilding or restoring the Project Real Estate for which such withdrawal is to be made;
- (G) list such approvals and permits;
- (H) state that a binding fixed price or guaranteed maximum price contract for the accomplishment of the portion of the repairing, rebuilding or restoring the Project Real Estate has been completed; and
- (I) state that payment and performance bonds in amounts equal to 100% of the amount of each contract which is not completed have been obtained covering such contractor or contractors.

(d) The City shall approve or disapprove the Written Request within five (5) business days after delivery, and if it shall disapprove the Written Request it will notify the Developer in writing of the reasons for such disapproval.

(e) Upon receipt of each Written Request of the Developer, the accompanying certificate of the Independent Architect, the required lien waivers and contractors statements and the approval of the City, and prior to any payout upon such Written Request, the Escrow Agent shall determine that, after giving effect to such payout, the moneys remaining in the Damage and Destruction Fund are sufficient to cover the amount necessary to complete the repairing, rebuilding or restoring of the Project Real Estate as set forth in said Independent Architect's certificate. Thereupon, the Escrow Agent shall pay the obligation set forth in such Written Request out of moneys in the Damage and Destruction Fund. In making such payments the Escrow Agent may rely upon such Written Request and accompanying certificate and approval. If for any reason the City or the Developer should decide prior to the payment of any item in said Written Request not to pay such item it shall give written notice of such decision to the Escrow Agent and thereupon the Escrow Agent shall not make such payment.

(f) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of damage to or destruction of the Project Real Estate to such extent that more than sixty percent (60%) of the existing west facade of the Project Real Estate has been destroyed, or more than sixty percent (60%) of all existing portions of the Project Real Estate protected under a facade easement granted by the Developer to a not-for-profit organization have been destroyed, or the costs of repairing, rebuilding or restoring the Project Real Estate to substantially the same condition as it existed prior to the event causing such damage or destruction would exceed one hundred twenty percent (120%) of the face amount of casualty insurance on the Project Real Estate in accordance with subsection 9.1(a) ("Substantial Destruction"), the Developer shall at its option either (i) proceed promptly to repair, rebuild or restore the Project Real Estate in accordance with subsection 9.2(b), or (ii) elect to prepay the Project Loan Note (or purchase the Project Real Estate pursuant to the Lease and Option Agreement, if then in effect) and the U.D.A.G. Renovation Loan Note,

notwithstanding any prepayment restrictions of such notes or purchase restrictions of such agreement. If the Developer fails to notify the City in writing of its election to proceed under clause (ii) above within forty-five (45) days after such damage or destruction, then the Developer shall proceed under clause (i) above and subsection 9.2(b).

(g) If the Developer notifies the City of its election to proceed under clause (ii) of subsection (f) above, then all net proceeds of insurance resulting from damage or destruction of the Project Real Estate deposited in the Damage and Destruction Fund shall promptly be applied as follows:

(i) First, to pay (A) the principal balance of and all accrued interest on the Project Loan Note and any other amounts due to the City thereunder, if such note is then in effect, or (B) the purchase price for the Project Real Estate under the Lease and Option Agreement, together with any accrued and unpaid rent and any other amounts due to the City thereunder, if such agreement is then in effect;

(ii) Second, to pay the principal balance of and all accrued interest on the U.D.A.G. Renovation Loan Note and any other amounts due to the City thereunder; and

(iii) Third, to pay any remaining balance of such net insurance proceeds to the Developer.

In the event such net insurance proceeds are insufficient to pay all amounts due under subsections (i) and (ii) above, the Developer shall promptly pay to the Escrow Agent for deposit in the Damage and Destruction Fund an amount equal to such deficiency as a condition precedent to its right to proceed under clause (ii) of the subsection (f) above.

9.3 Additional Documents. The Developer shall execute and deliver to the City or its designee such other documents, instruments and certificates as the City shall from time to time reasonably request in order to effectuate the transactions contemplated by this Agreement.

9.4 Books and Records. In conformity with Section 9.07 of the U.D.A.G. Agreement, the Developer shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of the U.D.A.G. Renovation Loan and any proceeds or income from the proceeds thereof, and shall give access and the right to the City and the Secretary of H.U.D., and the duly authorized representatives of either of them, at all reasonable times, to inspect, audit, copy and examine all such books, records and other documents until the completion of all close-out procedures respecting the U.D.A.G. made to the City pursuant to the U.D.A.G. Agreement and the final settlement and conclusion of all issues arising out of the U.D.A.G.

9.5 Access to Project Real Estate. In conformity with Section 9.08 of the U.D.A.G. Agreement, the Developer shall give access and the right to the City and the Secretary of H.U.D., and the duly authorized representatives of either of them, at all reasonable times, upon reasonable notice and subject to reasonable rights of tenants, to enter upon the Project Real Estate and to have access to any portion of the "Project" (as defined in the U.D.A.G. Agreement) in which the Developer is involved, until the completion of all close-out procedures respecting the U.D.A.G. made pursuant to the U.D.A.G. Agreement.

9.6 Completion of Project. In conformity with Section 9.05 of the U.D.A.G. Agreement, the Developer acknowledges that the Secretary of H.U.D., in selecting the City for the award of the U.D.A.G., relied in material part upon the assured Completion of the Project (as defined in the U.D.A.G. Agreement) and that it shall Complete the Project (as defined in this Agreement) and perform all of its obligations hereunder to Completion.

9.7 Statement of Correctness. In conformity with Section 8.03 of the U.D.A.G. Agreement, the Developer shall execute, and shall obtain from the General Partner and the Limited Partners, a statement of the correctness of the information concerning Non-Recipient Activities (as defined in the U.D.A.G. Agreement) carried out by the Developer and the General Partner and the Limited Partners, respectively, which information is contained in the certification of completion of Non-Recipient Activities that the City is required to submit to the Secretary of H.U.D. within thirty (30) days after the completion of all Non-Recipient Activities.

9.8 City Rights Under U.D.A.G. Agreement. In conformity with Section 9.09 of the U.D.A.G. Agreement, no transfer of U.D.A.G. funds by the City to the Developer, pursuant to the U.D.A.G. Renovation Loan or otherwise, shall be or be deemed an assignment of grant funds, and the Developer shall neither succeed to any rights, benefits or advantages of the City under the U.D.A.G. Agreement, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Agreement.

9.9 Developer's Obligation to Account. (a) For each fiscal year of the Developer that begins or ends in the period commencing with the Payment Commencement Date, as specified in Section 4.2, of the U.D.A.G. Renovation Loan Note and ending with the maturity of the U.D.A.G. Renovation Loan Note, the Developer shall deliver to the City, within one hundred twenty (120) days after the fiscal year, a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; net annual cash flow (namely, all operating income and receipts minus debt service on the Project Loan and the U.D.A.G. Renovation Loan, lease payments under the Lease and Option Agreement, real estate taxes, reasonable operating expenses allowable for Federal income tax purposes including a management fee not to exceed 5% of operating income, and excluding reserves for capital improvements, depreciation and other non-cash items); net proceeds; developer equity; and the operating income participation amounts due the City pursuant to Section 4.7(a).

(b) For each fiscal year during the term of the term of the Project Loan Mortgage or the Lease and Option Agreement the Developer shall deliver to the City: (a) within ninety (90) days after the last day of each fiscal year, a financial report for such fiscal year certified by Arthur Andersen & Co., or by another firm of independent public accountants selected by the Developer and approved by the City, covering the operations of the Developer for such fiscal year and containing a balance sheet as at the end of such fiscal year and a statement of changes in financial position of the Developer for such fiscal year and a statement of revenues and expenses for such fiscal year, showing in each case in comparative form the financial figures for the preceding fiscal year; and (b) within forty-five (45) days after the expiration of each of the first three (3) quarterly fiscal periods of its fiscal year unaudited balance sheets, income statements and changes in financial position for the period from the

beginning of such fiscal year all in reasonable detail and certified, subject to year-end adjustment by the General Partner.

9.10 Developer's Investment in Project. From the Project Loan Closing Date to the date of Completion of the Project, the Developer shall spend no less than the following amounts on acquisition of the Project Real Estate and renovation of the Project Real Estate, with the total amount of such expenditures from sources other than the U.D.A.G. Renovation Loan to be no less than Twenty-Two Million One Hundred Thousand Dollars (\$22,100,000):

- (i) the \$11,500,000 proceeds of the Acquisition Loan to purchase the Project Real Estate;
- (ii) the proceeds of the \$2,000,000 Project Renovation Loan for renovation of the Project Real Estate;
- (iii) \$7,250,000 of the Syndication Proceeds and the proceeds of the \$2,500,000 U.D.A.G. Renovation Loan for Completion of the Project; and
- (iv) \$1,350,000 of income earned during the period, including income from Qualified Investments, for Completion of the Project, which amount may be reduced by amounts exceeding \$7,250,000 of the Syndication Proceeds used to Complete the Project.

9.11 Developer's Obligation to Indemnify. The Developer acknowledges that the occurrence of an Event of Default constitutes a default by the City under Section 7.01 of the U.D.A.G. Agreement and gives H.U.D. certain rights and remedies against the City under Section 7.02 of the U.D.A.G. Agreement. The Developer acknowledges further that the occurrence of an Event of Default may give H.U.D. certain rights and remedies against the City under the Section 108 Loan. The Developer therefore covenants and agrees that it will indemnify, defend and hold the City harmless from and against any claims, losses or damages resulting from an Event of Default.

9.12 Assignability and Transfer. Neither the Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in the Developer nor assign, lease (except for the Operating Lease and leases made in the ordinary course of office and commercial leasing of portions of the Project Real Estate at market rents and or market terms), transfer or convey any right, title or interest in the Project Real Estate (except to the City pursuant to this Agreement), nor any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the City being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners, permitting shares of stock to be issued to additional shareholders, creating new beneficiaries or permitting other persons to obtain an interest in the Developer or its or their members or partners. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Project Real Estate, the Developer or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the

Project Real Estate), shall hold such interest subject to and be obligated in accordance with terms and provisions of this Agreement. Notwithstanding the provisions of this Section 9.12, (i) the partners of the General Partner disclosed to the City may make transfers among themselves or to affiliates, shareholders or family members or trusts for their benefit, (ii) the Limited Partners may make transfers without restriction by this Agreement, and (iii) transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this subsection.

9.13 Limitation on Mortgages. Except for the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement and Permitted Encumbrances, the Developer shall not create or permit to be created or exist any mortgage or other lien or encumbrance upon any part of the Project Real Estate.

9.14 Equal Employment and Minority Business Opportunities. The Developer, for itself and its successors and assigns, agrees: (a) to comply with the affirmative action/equal opportunity/minority business plan, the terms of which are set forth in Exhibit _____ attached to this Agreement and (b) to comply with Federal and State of Illinois equal employment and affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto.

10. Additional Covenants. In addition, the parties agree as follows:

10.1 Transfer Taxes. The sale of the Project Real Estate to the Developer is exempt from the real estate transfer taxes of the City of Chicago, County of Cook and the State of Illinois.

10.2 Approvals. The City (and the Commissioner acting for the City) and the Developer shall not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement and any such consent or approval shall not be unreasonably delayed or qualified, and if such consent or approval is denied, the reasons therefor shall be promptly specified in writing. The Commissioner or other person designated by the Mayor shall act for the City in making all approvals, consents, granting the Certificate of Completion, accepting in-kind contributions referred to in Section 6.5 or otherwise administering this Agreement for the City.

10.3 Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the Project Loan Closing, or earlier termination of this Agreement, shall survive such closing or termination.

10.4 No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certification when issued by the City shall be only for the benefit of the Developer and its successors in interest in the Project Site and the Project Site Improvements and no other person or party may claim the benefit of such approval or certificate or any of the provisions hereof.

10.5 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of

this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

10.6 Incorporates All Agreements. This Agreement and the Developer Proposal, which is incorporated in this Agreement by this reference, incorporate all agreements and understandings of the parties concerning the Project Real Estate and the Project. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement. The Developer acknowledges that it has inspected the Project Real Estate and the adjoining public right of way and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

10.7 Time is of Essence. Time is of the essence of this Agreement.

10.8 Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay. Unless such notice is given, the claim for any such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Section, the party suffering a Permitted Delay may postpone that party's obligations under this Agreement for a period equal to the duration of the Permitted Delay.

10.9 Third-Party Beneficiaries. Pursuant to Section 9.11 of the U.D.A.G. Agreement, the Developer acknowledges that nothing contained in the U.D.A.G. Agreement or in this Agreement, nor any act of the Secretary of H.U.D., the City or any other party to this Agreement or an agreement referred to herein, shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Secretary of H.U.D.

10.10 Amendments. In conformity with Section 9.10 of the U.D.A.G. Agreement, during the term of the U.D.A.G. Agreement this Agreement shall not be amended in any material respect without the prior written approval of the Secretary of H.U.D. For purposes of this section, "material" shall mean anything that cancels or reduces any development, construction, job creating or financial obligation of the Developer or the General Partner and the Limited Partners by more than ten percent (10%), changes the Project Site or character of the development activity contemplated by this Agreement, or increases any time for performance by the Developer by more than thirty (30) days.

10.11 Conflicts of Interest. Except for approved eligible administrative or personnel cost, no person who is an employee, agent, consultant, officer, or elected or appointed official of the City, who exercises or has exercised any functions or responsibilities with

respect to the Project (as defined in the U.D.A.G. Agreement) or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, may obtain a personal or financial interest or benefit from the Project, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties, during that person's tenure in such status or at any time thereafter. However, upon the written request of the City, H.U.D. may grant an exception to the provisions of the immediately preceding sentence, provided that the disclosure identified in 24 C.F.R. §570.611 has been made, and upon the terms and conditions there stated for exceptions. The requirements of this Section shall be in addition to the requirements in Attachments O of OMB Circular A- 102 and A-110 pertaining to conflicts of interest, which are incorporated herein by reference.

10.12 Signs. Pursuant to Section 9.14 of the U.D.A.G. Agreement, the Developer shall erect and maintain signs at the Project Site until Completion in conformity with any criteria therefor that are or may be established by the Secretary of H.U.D. in connection with the U.D.A.G.

10.13 Approvals and Reviews. In conformity with Section 9.04 of the U.D.A.G. Agreement, the City warrants and represents that it has obtained, or has reasonable assurances that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City to carry out the Recipient Activities (as defined in the U.D.A.G. Agreement), and those not yet obtained are the following:

10.14 Liability for Completion of Project. Pursuant to Section 9.12 of the U.D.A.G. Agreement, the Developer acknowledges that the City shall not be liable to the Developer or to any other person other than H.U.D. for completion of or failure to complete any activities which are part of the Project (as defined in the U.D.A.G. Agreement), except those specified in Exhibit B of the U.D.A.G. Agreement.

10.15 Memorandum to be Recorded. In conformity with Section 10.09 of the U.D.A.G. Agreement, the parties shall prepare and execute a memorandum of the provisions of this Agreement that require the U.D.A.G. Renovation Loan Note to mature upon the sale, disposition or refinancing of the Project Real Estate (except as otherwise provided in Section 4.2 of this Agreement) and require the payment to the City of the amounts described in Section 4.7(c) thereupon. The memorandum shall be recorded against the Project Real Estate in the records of the Cook County Recorder of Deeds. The recorded memorandum shall have the same force and effect as a lis pendens.

11. Events of Default and Remedies.

11.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an "event of default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or the principal of the Project Loan Note when the same shall become due and payable, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to pay any installment of interest on or the principal of the U.D.A.G. Renovation Note when the same shall become due and payable, whether at maturity or by acceleration or otherwise; or

(c) failure of the Developer to pay to the City any of the amounts required to be paid by it under Section 4.7 when and as such amounts become due and payable; or

(d) failure of the Developer to comply with or perform any of the other covenants, conditions, or provisions of this Agreement, the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement, the Assignment of Rents, the Pledge Agreement, the Lease and Option Agreement, if then in effect, and to remedy such failure within thirty (30) days after written notice thereof from the City to the Developer provided, however, that if the nature of the default is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer within such period and diligently pursued until the default is corrected; or

(e) failure of the Developer to make any lease payment under the Lease and Option Agreement when the same shall become due and payable whether by acceleration or otherwise or the occurrence of any event of default under the Lease and Option Agreement; or

(f) failure of the Developer to comply with the commencement and completion dates for the renovation pursuant to the Project set forth in Section 6.3, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice to the Developer from the City; or

(g) failure of the Developer to renew the Letter of Credit at least thirty (30) days prior to its expiration at any time during which the Project Loan Note is outstanding or failure of the Developer to maintain the letter of credit required by Section 7.3(f) for any period for which it is required to be maintained thereunder; or

(h) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue in any material respect as of the date of issuance or making thereof and shall not be made good within thirty (30) days after written notice thereof to the Developer by the City; or

(i) if default, not contested in good faith, shall occur in the payment of the principal of or interest on any obligation of the Developer for borrowed money, as and when the same shall become due, or under any mortgage, agreement or other instrument under or pursuant to which such indebtedness is issued, and such default shall continue beyond the period of grace, if any, allowed with respect thereto; or

(j) any judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$50,000 shall be entered or filed against the Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(k) if the Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the Developer, or for the major part of its property; or

(l) if a trustee, custodian or receiver is appointed for the Developer or for the major part of its property and is not discharged within forty-five (45) days after such appointment; or

(m) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within forty-five (45) days after such commencement; or

(n) if, except as permitted by this Agreement, the Developer should sell, refinance, exchange, transfer or otherwise dispose of the Project Real Estate or any part thereof, or attempt to effect any of the foregoing, or if the Developer should initiate any syndication of interests in the Developer other than the Syndication; or

(o) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer (other than bankruptcy proceedings instituted by the Developer against third parties), and if instituted against the Developer are allowed against the Developer or are consented to or are not dismissed, stayed or otherwise nullified within forty-five (45) days after such institution.

11.2 Remedies Following Event of Default. Upon the occurrence and during the continuance of any event of default, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) Acceleration of Maturity: Waiver of Event of Default and Rescission of Acceleration. The City may by written notice to the Developer, declare the principal of the Project Loan Note and the U.D.A.G. Renovation Loan Note (if not then due and payable) to be due and payable immediately, and upon any such declaration, the principal of the Project Loan Note and the U.D.A.G. Renovation Loan Note shall become and be immediately due and payable, anything in the Project Loan Note and the U.D.A.G. Renovation Loan Note or in this Agreement contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal the Project Loan Note and the U.D.A.G. Renovation Loan Note shall have been so declared and become due and payable and prior to date of any sale of any part of the Project Real Estate pursuant to this Section, all arrears of interest, if any, upon the Project Loan Note and the U.D.A.G. Renovation Loan Note and the expenses of the City shall be paid by the Developer, and every other default in the observance or performance of any covenant, condition or agreement in the Project Loan Note and the U.D.A.G. Renovation Loan Note or in this Agreement contained shall be made good, or be secured, to the satisfaction of the City, or provision deemed by the City to be adequate shall be made therefor, then and in every such case the City by written notice to the Developer may waive the event of default by reason of which the principal of the Project Loan Note and the U.D.A.G. Renovation Loan Note shall have been so declared and become due and payable and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend

to or affect any subsequent event of default or impair any right consequent thereon. Notwithstanding the foregoing, upon the occurrence of an event of default described in Sections 11.1(k), 11.1(l) or 11.1(m), the U.D.A.G. Renovation Loan Note shall automatically become immediately due and payable and no waiver of such event of default shall be granted by the City.

(b) Right to Bring Suit, Etc. The City, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Project Loan Note and the U.D.A.G. Renovation Loan Note, or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure as provided in the Project Loan Mortgage or the U.D.A.G. Mortgage, or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to collect the payments then due and thereafter to become due on the Project Loan Note and the U.D.A.G. Renovation Loan Note, to enforce performance and observance of any obligation, agreement or covenant of the Developer hereunder or to protect and enforce any of the City's rights or duties hereunder.

(c) Right To Draw Letter of Credit. The City may, in its discretion, draw the entire amount of the Letter of Credit or any other letter of credit provided to the City by the Developer pursuant to subsection 7.3(f). If the Letter of Credit is timely paid in accordance with its terms, the City shall release the Project Loan Mortgage in conformity with the terms of the agreement described in subsection 3.7(b) between the issuer of the Letter of Credit and the City.

11.3 Foreclosure and Sale of Property. In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the property subject to the lien of the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement or the Pledge Agreement may be sold in one parcel and as an entirety, or in separate parcels or lots, as the City may determine.

11.4 Sale A Bar. Any sale or sales pursuant to Section 11.3 hereof shall operate to divest all estate, right, title, interest, claim or demand whatsoever, whether at law or equity, of the Developer, in and to the premises, property, privileges and rights so sold, and shall be a perpetual bar both at law and in equity against the Developer, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under the Developer, its successors or assigns.

11.5 Receipt Sufficient Discharge for Purchaser. The receipt of the City or of the court officer conducting any such sale for the purchase money paid at any such sale shall be sufficient discharge therefor to any purchaser of the property, or any part thereof, sold as aforesaid; and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such a receipt, shall be bound to see to the application of such purchase money upon or for the purpose of this Agreement, or shall be answerable in any manner whatsoever for any loss, misapplication or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the necessity or expediency of any such sale.

11.6 Application of Proceeds of Sale. The purchase money, proceeds or avails of any such sale, together with any other sums which then may be held by the City under this Agreement as part of the property subject to the lien of the Project Loan Mortgage, U.D.A.G. Mortgage, the Security Agreement or the Pledge Agreement, or the proceeds thereof, whether under the provisions of this Article or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and expenses of such sale, including reasonable compensation to the City, its agents, attorneys and counsel, and the expenses of any judicial proceedings wherein the same may be made or incurred by the City as permitted by this Agreement, together with interest at the prime rate per annum then being charged by American National Bank and Trust Company of Chicago on all advances made by the City, and to the payment of all taxes, assessments or liens prior to the lien of the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement and the Pledge Agreement, except any taxes, assessments, liens or other charges subject to which the property shall have been sold.

SECOND: To the payment of the whole amount then due, owing and unpaid upon, first the Project Loan Note, and then the U.D.A.G. Renovation Loan Note for principal and interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest, first upon the Project Loan Note and then upon the U.D.A.G. Renovation Loan Note, without preference or priority as between principal or interest; such application to be made upon presentation of such notes and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid.

THIRD: To the payment of any other sums required to be paid by the Developer pursuant to any provisions of this Agreement or of the Project Loan Note and the U.D.A.G. Renovation Loan Note.

FOURTH: To the payment of the surplus, if any, to the Developer, its successors or assigns, upon the written request of the Developer or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

11.7 Purchase of Property. Upon any sale pursuant to Section 11.3 hereof of all or of any portion of the property subject to the lien of the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement or the Pledge Agreement pursuant to judicial proceedings, the City may bid for and purchase the property being sold, and upon compliance with the terms of sale, the City may hold, retain and possess and dispose of such property in its own absolute right without further accountability; and the City at any such sale may, in paying the purchase price, turn in the Project Loan Note and the U.D.A.G. Renovation Loan Note at par in lieu of cash to the amount which shall be payable on such notes shall be returned to the City after a notation of such partial payment shall have been made thereon.

11.8 Remedies Cumulative. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

11.9 Delay or Omission Not a Waiver. No delay or omission of the City to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

11.10 Waiver of Extension, Valuation, and Appraisal Laws. To the extent permitted by law, the Developer will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the property subject to the lien of the Project Loan Mortgage, the U.D.A.G. Mortgage, the Security Agreement or the Pledge Agreement, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and the Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

11.11 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

11.12 Remedies Under Illinois Uniform Commercial Code. In addition to any other remedies provided for hereby or by law, the City shall have the rights of a secured party and the Developer shall have the rights of a debtor under the Uniform Commercial Code of Illinois with respect to the property subject to the lien of the Security Agreement and the Pledge Agreement upon the occurrence and continuance of an event of default hereunder, as defined in Section 10.1 hereof.

12. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Commissioner, Department
of Planning
Room 1000
City Hall
Chicago, Illinois 60602

With a copy to: Corporation Counsel
City of Chicago, City Hall
Chicago, Illinois 60602

If to the Developer: Chicago Theater Restoration
Associates

With a copy to: Holleb & Coff, Ltd.
Suite 4040
One IBM Plaza
Chicago, Illinois 60611

Any Notice shall be deemed delivered three (3) days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address.

13. Tax Increment Financing.

13.1 The City and the Developer agree:

(a) That for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the Project Site and the Project Site Improvements are shown on Exhibit _____ attached to this Agreement for the several years as noted on that Exhibit; and

(b) That the real estate taxes derived from the Project Site and the Project Site Improvements arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit _____ attached to this Agreement.

13.2 With reference to the assessment of the Project Site and Project Site Improvements herein, the Developer shall not for any year referred to in Exhibit _____:

(a) Apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the City;

(b) Directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit _____ attached hereto;

(c) Apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's or other taxpayer's appearance, and shall provide to the City or other taxpayer a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value;

(d) Object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 198____ and future years would produce real estate taxes for the Project Site and Project Site Improvements for any year in excess of taxes set forth in Exhibit _____ attached hereto, upon written notice to the City, the Developer may seek to lower the assessed values indicated in Exhibit _____ attached hereto or rates or equalization factors reflected in Exhibit _____ attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project Real Estate or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

13.3 The foregoing covenants (a) through (d) in Section 13.2 above shall be construed and interpreted as an express agreement between the Developer and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Project Site and Project Site Improvements.

This Agreement may be used by the City, in the City's discretion, as admission against the Developer's interest in any proceeding.

14. Waiver. The waiver by a party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

15. Construction.

15.1 Captions. The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

15.2 Case. Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois where it has been executed and any suit or proceeding to enforce this Agreement shall be brought in the Federal or State courts located in Cook County, Illinois.

15.4 Exculpation. Anything to the contrary in this Agreement notwithstanding, the City's right of recovery against the Developer for any liability or obligation of any kind under this Agreement, the Project Loan Note, the Project Loan Mortgage, the U.D.A.G. Renovation Loan Note, the U.D.A.G. Mortgage and the Lease and Option Agreement shall be limited to the assets of the Developer and there shall be no personal recourse against the General Partner or its general partners except in the case of fraud.

15.5 Complete and Final Statement. This Agreement together with all Exhibits which are expressly made a part of this Agreement contains the final expression of the agreement between the parties relating to the subject matter hereof, is intended as a complete and exclusive statement of the terms upon which the parties have agreed, and no prior agreements, written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this Agreement are omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMIT
AND REFUND OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.*

The Committee on Finance to which had been referred (August 15, 1985) a proposed ordinance and sundry proposed orders transmitted therewith to authorize the issuance of a free permit and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinance and orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

FREE PERMIT.

Columbus-Cuneo-Cabrini Medical Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Columbus-Cuneo-Cabrini Medical Center for renovation of existing east building on the premises known as 811 South Lytle Street.

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

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

REFUND OF FEES.

Fourth Presbyterian Church Day School.

Ordered, That the City Comptroller is hereby authorized and directed to refund Day Care License Fee in the amount of \$75.00 paid by the Fourth Presbyterian Church Day School, 126 East Chestnut Street.

Sojourner Truth Child Care Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$75.00 to the Sojourner Truth Child Care Center, 4945 South Dorchester Avenue, representing payment of license fee for the current period expiring April 30, 1986.

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 August 15 and 20, 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
The Byron Center 6050 North California Avenue	B1-508635 (Bldg.)	\$23.00
Casa Central 1401 North Central Avenue	B4-500389 B4-500403 (Inst. Insp.)	69.00 69.00
Catholic Bishop of Chicago (Our Lady of Good Counsel) 3526 South Hermitage Avenue	B1-511823 (Bldg.)	23.00
Children's Memorial Hospital 707 West Fullerton Avenue	B4-500272 B4-500273 (Inst. Insp.)	40.00 80.00
Church Home 5445 South Ingleside Avenue	B4-500496 (Fire Insp.)	34.50
Grace Convalescent Home 2800 West Grace Street	A1-501986 (Elev.)	60.00
Illinois Institute of Technology (sundry locations)	A1-501514 A1-501513 A1-501516 A1-501502 A1-501605 A1-501652 A1-501638 A1-501659	30.00 30.00 30.00 60.00 60.00 30.00 60.00 60.00

Name and Address	Warrant Number and Type of Inspection	Amount
	A1-501599	\$60.00
	A1-501604	90.00
	A1-501464	30.00
	A1-501465	30.00
	A1-501639	66.00
	A1-501515	60.00
	A1-501585	30.00
	A1-501544	30.00
	A1-501640	60.00
	(Elev.)	
Misericordia Home 2916 West 47th Street	B4-500397 (Inst. Insp.)	46.00
Northwestern Memorial Hospital (sundry locations)	B4-50054 B4-50076 B4-50055 B4-50075 (Inst. Insp.)	34.50 161.00 23.00 103.50
Resurrection Hospital 7435 North Talcott Avenue	B4-500134 B4-500277 (Inst. Insp.)	126.00 57.50
St. Anne's Hospital 4950 West Thomas Street	B4-500135 (Inst. Insp.)	92.00
St. Paul's House 3831 North Mozart Street	A1-501967 A1-501995 (Elev.)	60.00 30.00
University of Chicago (sundry locations)	B4-50014 B4-50017 B4-50018 B4-50019 B4-50020 B4-50021 B4-50022 B4-50023 B4-50024 B4-50025 B4-50028 B4-50031 B4-50032 B4-50033	92.00 34.50 34.50 34.50 57.50 23.00 34.50 23.00 34.50 46.00 34.50 46.00 34.50 80.50

Name and Address	Warrant Number and Type of Inspection	Amount
	B4-50047	\$57.50
	B4-50048	34.50
	B4-50049	46.00
	B4-50050	69.00
	B4-50051	34.50
	B4-50090	34.50
	B4-50092	149.50
	B4-50093	69.00
	B4-50098	46.00
	B4-50099	23.00
	B4-500102	46.00
	B4-500104	80.50
	B4-500105	23.00
	B4-500106	57.50
	B4-500107	23.00
	B4-500108	46.00
	B4-500109	69.00
	B4-500120	23.00
	B4-500171	57.50
	(Inst. Insp.)	
Washington-Jane Smith Home 2340 West 113th Place	B4-500161 (Inst. Insp.)	69.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schuller, Volini, Orr, Stone -- 41.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF DRINKING FOUNTAIN AT SPECIFIED LOCATION.

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

Ordered, That the Commissioner of Water is hereby authorized and directed to give consideration to the installation of a drinking fountain on the southeast corner of West 99th Street and South Hamlin Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

AUTHORITY GRANTED TO CONDUCT STUDY FOR ADDITIONAL
STREET LIGHTING ON PORTION OF SOUTH
CALUMET AVENUE.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to cause a study of the need for additional street lighting in the 6700 and 6800 blocks of South Calumet Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 order as passed:

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

[Regular orders printed on pages 19812 through 19818 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the

injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on pages 19819 through 19820 of this Journal.]

Placed on File -- REPORT OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTHS OF MAY AND JUNE, 1985.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the months of May and June, 1985.

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

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION AND PROPERTY
DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 46.

Nays -- None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

(Continued on page 19821)

REPORT DATE 9/10/85
PROGRAM--PROTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEZ	CLEMENTE R	EIGHTH DISTRICT	4/02/85	93.00
AHRENS	RAYMOND R	SEVENTEENTH DISTRICT	11/01/84	426.10
ALEXANDER	ANNIE	SECOND DISTRICT	3/02/85	100.00
ANTOL	CHARLES	FIFTEENTH DISTRICT	4/07/85	14.00
ANTONUCCI	JOHN F	TWENTY-FIFTH DISTRICT	4/22/85	25.00
ANTOS	KENNETH F	SEVENTEENTH DISTRICT	5/06/85	59.75
ARENS	JAMES M	SIXTEENTH DISTRICT	3/28/84	505.95
AUGUST	JAMES M	FIFTH DISTRICT	5/26/85	290.00
AUSTIN	ELEANOR	SEVENTH DISTRICT	3/14/85	20.00
BALUK	WALTER C	TWENTY-SECOND DISTRICT	7/31/84	310.00
BARNETT	CLEVELAND	FIFTEENTH DISTRICT	4/18/85	225.00
BARTUCCI	CHARLES A	FIFTEENTH DISTRICT	1/24/85	14.00
BELL	KENNETH	TWELFTH DISTRICT	3/12/85	32.00
BELLA	PETER W	TWENTY-SECOND DISTRICT	2/27/85	12.00
BENDORAITIS	HOPPE J	TENTH DISTRICT	2/28/85	45.00
BENVENUTI	JAMIE	GANG CRIMES ENFORCEMENT DIVIST	5/15/85	169.00
BERENT	ROBERT J	NINETEENTH DISTRICT	5/19/85	69.00
BEVAN	HERBERT H	YOUTH DIVISION AREA FIVE	5/18/85	725.00
ROFFO	RONALD A	FIRST DISTRICT	8/26/79	14.98
ROGAN	RONALD	DEFECTIVE DIV AREA 2 VIOLENT C	5/07/85	209.00
ROOTH	GERTHA	TWELFTH DISTRICT	5/25/85	45.00
BOURKE	EDWARD P	YOUTH DIVISION AREA ONE	3/31/84	85.00
BOZIMOVICH	ROBERT	OHARE LAW ENFORCEMENT	4/20/85	25.00
BRANNIGAN	ROBERT	INTERSECTION CONTROL UNIT	4/23/85	213.00
BRUNSBERGER	EDWARD J	FIFTH DISTRICT	5/29/85	115.57
BRODERICK	GILBERT	SIXTEENTH DISTRICT	3/04/85	159.00
BUICK	BRENDA	POLICE OFFICER	5/13/85	67.50
BUSLIK	MARC	SEVENTH DISTRICT	7/11/82	169.00
BYRNE	MICHAEL	TWENTY-FIFTH DISTRICT	5/16/85	71.25
CAGNEY	EDWARD	TWENTY-SECOND DISTRICT	7/13/83	1938.25
CAMPBELL	JAMES E	EIGHTEENTH DISTRICT	5/16/85	281.50
CANDELLA	VINCENT	SENIOR CITIZENS SERVICE DIVIST	5/15/85	153.50
CANNATA	ANTHONY R	EIGHTH DISTRICT	1/03/84	600.00
CAPETILLO	JOSE	ELEVENTH DISTRICT	5/12/85	128.20
CARONE	JOSEPH	ELEVENTH DISTRICT	5/05/85	224.00
CASAS	EDWARD	GANG CRIMES ENFORCEMENT DIVIST	5/01/85	114.19
CASEY	MICHAEL J	TENTH DISTRICT	5/14/85	239.00
CASTREJON	ARTHUR L	TWENTY-FIRST DISTRICT	2/06/85	862.00
CATALANO	MICHAEL J	FOURTH DISTRICT	5/18/85	84.00
CATALANO	MICHAEL J	TWENTIETH DISTRICT	5/01/85	69.35
CERNY	RICHARD	TWENTIETH DISTRICT	5/16/85	397.00
CHURMA	ANDREW B	SEVENTEENTH DISTRICT	5/06/85	50.00
COGLEY	MICHAEL	NINTH DISTRICT	2/02/85	13.00
CONONE	RALPH	TENTH DISTRICT	5/03/85	119.50
CONROY	MARTIN	DETAIL UNIT	7/08/83	100.00
COOPER	WARREN	SIXTEENTH DISTRICT	7/31/84	45.00
COYLE	ROBERT J	SIXTH DISTRICT	8/29/79	46.08
COYNE	ALLEN	FIFTH DISTRICT	1/13/85	260.00
		SIXTH DISTRICT	10/10/84	188.05

9/11/85

REPORTS OF COMMITTEES

19813

REPORT DATE 9/10/85
PROGRAM--PFRGTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COZZO	SAM P	EIGHTEENTH DISTRICT	6/01/84	4151.00
COZZO	SAM P	EIGHTEENTH DISTRICT	12/06/84	45.00
CRIGLER	RODNEY	FOURTH DISTRICT	3/11/85	134.95
CROWIN	MICHAEL	GANG CRIMES ENFORCEMENT DIVISI	11/16/84	2068.00
CUMMINGS	BRUCE	TWENTY-THIRD DISTRICT	8/03/84	160.00
DAHLBERG	GERALD	SEVENTH DISTRICT	5/25/85	181.00
DALEY	DARYLL E	FOURTEENTH DISTRICT	11/20/84	50.00
DALTO	ALYCE M	EIGHTH DISTRICT	2/24/85	66.25
DALY	EJGENE	SEVENTH DISTRICT	5/25/85	62.00
DANIELS	DAVID L	EIGHTH DISTRICT	1/24/85	19.00
DAUSINAS	RONALD D	PUBLIC TRANSPORTATION M.T.S.	5/31/85	163.00
DAVIS	HENRY JR	THIRD DISTRICT	5/09/85	108.00
DAVIS	LRENZO	SIXTH DISTRICT	3/07/85	337.00
DAVIS	SALVATORE A	SIXTEENTH DISTRICT	5/14/85	145.00
DELANEY	ROBERT	FIFTEENTH DISTRICT	4/24/85	40.00
DEPRIEST	MARTHA R	TENTH DISTRICT	3/29/85	1254.50
DIAMATEO	DOMINICK	TWENTY-FOURTH DISTRICT	3/21/85	375.05
DOLAN	EDWARD	FIFTEENTH DISTRICT	3/22/85	40.00
DORNG	KEITH	TWENTY-SECOND DISTRICT	5/16/85	71.55
DRASUTTS	JOSEPH	FOURTEENTH DISTRICT	5/16/85	38.00
EFANTIS	JOHN J	FIFTH DISTRICT	3/06/85	271.00
EWING	WILLIAM H	SEVENTH DISTRICT	5/25/85	292.00
FINN	WILLIAM	SIXTH DISTRICT	5/04/85	45.00
FITZGERALD	MICHAEL W	EIGHTEENTH DISTRICT	5/10/85	200.50
FLEMING	PATRICK J	GANG CRIMES ENFORCEMENT DIVISI	5/09/85	92.00
FLETCHER	JAYE	TWENTY-FIFTH DISTRICT	3/01/85	21.00
FLORES	SERGIO	FOURTEENTH DISTRICT	11/12/84	150.00
FORTUNA	MARK	SIXTH DISTRICT	3/02/85	2495.00
FUITH	MICHAEL	TWENTY-THIRD DISTRICT	3/22/85	11.50
FUQUA	RONALD	GANG CRIMES ENFORCEMENT DIVISI	4/11/85	145.00
GATHER	JOHN L	PUBLIC HOUSING DIVISION-SOUTH	5/23/85	135.00
GAMBLE	LORENDA	FIFTEENTH DISTRICT	5/09/85	147.00
GASS	PATRICIA J	TWENTY-THIRD DISTRICT	5/28/85	526.00
GERRARD	JEANNETTE	FIFTH DISTRICT	5/30/85	157.50
GIBBONS	TERENCE	ENFORCEMENT SECTION	4/02/85	40.00
GIZOWSKI	EJGENE M	ELEVENTH DISTRICT	5/10/85	306.50
GLINES	MICHAEL	TWENTIEH DISTRICT	5/07/85	157.50
GLOCKE	WALTER	SEVENTEENTH DISTRICT	5/15/85	110.50
GOHRSCHE	LEO W	EIGHTEENTH DISTRICT	5/06/85	532.05
GOMEZ	JOHNNY	FOURTH DISTRICT	5/06/85	63.30
GORTONSKI	RONALD	ELEVENTH DISTRICT	5/04/85	217.00
GRABINGER	JOHN T	FOURTEENTH DISTRICT	5/17/85	128.75
GRAHAM	DORIS J	SECOND DISTRICT	1/06/85	141.00
GRIBB	WILLIAM K	PUBLIC TRANSPORTATION M.T.S.	5/06/85	150.00
GROBARCIK	MARY N	CRIME LABORATORY DIVISION	5/14/85	107.00
GUDGALIS	THOMAS M	EIGHTH DISTRICT	5/05/85	192.00
GWIN	RICHARD	TENTH DISTRICT	10/20/84	79.00
HARDEMAN	LEON	THIRD DISTRICT	3/24/85	419.10
HAYS	DENNIS P	AUTO THEFT SECTION	5/17/85	189.00

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HEENAN	POLICE OFFICER	EIGHTH DISTRICT	3/08/85	295.00
HERNANDEZ	POLICE OFFICER	FOURTH DISTRICT	5/25/85	146.00
HEYDEN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/27/85	166.25
HILL	POLICE OFFICER	SIXTH DISTRICT	5/26/84	35.00
HILL	POLICE OFFICER	SIXTH DISTRICT	5/20/85	80.00
HILL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/26/85	82.00
HOLMAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/85	5.75
HOUGHTON	POLICE OFFICER	SEVENTEENTH DISTRICT	3/28/85	34.75
ISOLA	POLICE OFFICER	NINTH DISTRICT	5/06/85	101.00
IVERS	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/85	55.00
JANTA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/31/85	35.00
JANOTA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/14/85	97.50
JASICA	POLICE OFFICER	EIGHTH DISTRICT	5/22/85	191.00
JENKINS	POLICE OFFICER	ENFORCEMENT SECTION	5/19/85	40.00
JOHNSON	POLICE OFFICER	ENFORCEMENT SECTION	5/11/85	25.00
JOHNSON JR.	POLICE OFFICER	SEVENTEENTH DISTRICT	5/06/85	305.00
JONES	POLICE OFFICER	SEVENTEENTH DISTRICT	5/22/85	412.60
JONES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/22/85	412.60
KALFAS	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83	504.00
KALFAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/15/85	16.30
KAMPENGA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/27/85	232.25
KARLIK	POLICE OFFICER	SEVENTEENTH DISTRICT	12/13/84	17.50
KAUCKY	POLICE OFFICER	TENTH DISTRICT	5/03/85	233.50
KAZLUSKI	POLICE OFFICER	FIRST DISTRICT	5/31/85	501.00
KEELEY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/85	517.00
KELLY	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/24/85	116.50
KIEFER-MCGOUGH	POLICE OFFICER	NINETEENTH DISTRICT	10/04/84	265.00
KINGSLEY	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	2/13/85	15.00
KIRK	POLICE OFFICER	SEVENTEENTH DISTRICT	4/25/85	71.00
KLICH	POLICE OFFICER	NINTH DISTRICT	4/13/85	178.25
KOHLES JR	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/84	178.50
KONIOR	POLICE OFFICER	TENTH DISTRICT	5/02/85	110.10
KONYUMJIAN	POLICE OFFICER	FIRST DISTRICT	4/05/85	27.00
KOREN	POLICE OFFICER	FIRST DISTRICT	5/28/85	220.00
KORZENIEWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/03/85	114.00
KOWATT	POLICE OFFICER	SEVENTH DISTRICT	5/03/85	59.00
KRASTINSKI	POLICE OFFICER	ELEVENTH DISTRICT	7/19/83	251.00
KUSTOK	POLICE OFFICER	EIGHTEENTH DISTRICT	5/16/85	274.70
LAZZARO	POLICE OFFICER	FIRST DISTRICT	5/30/85	251.75
LEAHY	POLICE OFFICER	FOURTH DISTRICT	4/05/85	132.75
LEAL	POLICE OFFICER	FOURTEENTH DISTRICT	5/23/85	35.00
LEE	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	5630.70
LIACE	POLICE OFFICER	TWELFTH DISTRICT	5/27/85	144.25
LUMPP	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/85	340.00
LYNCH	POLICE OFFICER	EIGHTH DISTRICT	5/05/85	272.00
MADDEN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/85	1194.50
MAGLIANO	POLICE OFFICER	SIXTH DISTRICT	5/04/85	199.75
MAHER	POLICE OFFICER	ELEVENTH DISTRICT	10/03/82	30.00
	POLICE OFFICER	FIFTH DISTRICT	5/27/85	144.50
	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/05/84	239.25

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MAHONEY	POLICE OFFICER	FIRST DISTRICT	3/07/85	150.00
MAHONEY	POLICE OFFICER	SIXTH DISTRICT	2/19/85	198.66
MANCINI	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/14/85	119.35
MARCUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/07/85	121.00
MARTIN	POLICE OFFICER	TWELFTH DISTRICT	12/11/84	192.00
MARTIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/12/84	89.64
MATTERA	POLICE OFFICER	EIGHTEENTH DISTRICT	5/18/85	50.00
MATUCH	POLICE OFFICER	TWENTIEETH DISTRICT	5/19/85	232.60
MCALIFFE	POLICE OFFICER	SEVENTH DISTRICT	4/26/85	40.00
MCCADD	POLICE OFFICER	SECOND DISTRICT	1/18/85	110.00
MCCARTHY	POLICE OFFICER	SIXTH DISTRICT	5/09/85	161.00
MCDONALD	POLICE OFFICER	FIFTEENTH DISTRICT	5/27/85	186.00
MEURIS	POLICE OFFICER	NINTH DISTRICT	4/02/85	304.00
MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/85	460.50
MICKEL	POLICE OFFICER	SECOND DISTRICT	4/16/85	12.50
MILDICE	POLICE OFFICER	FINANCE DIVISION	5/15/85	75.00
MILLER	POLICE OFFICER	ELEVENTH DISTRICT	11/13/84	6891.51
MILLER	POLICE OFFICER	FIFTEENTH DISTRICT	5/20/85	284.50
MITCHELL	SERGEANT	FIFTH DISTRICT	1/25/84	465.77
MITZELFELD	POLICE OFFICER	TENTH DISTRICT	4/04/85	185.00
MORRISSETTE	POLICE OFFICER	SECOND DISTRICT	5/31/85	82.00
MORRISSETTE	POLICE OFFICER	SIXTH DISTRICT	5/08/85	323.20
MULLER	POLICE OFFICER	FIFTEENTH DISTRICT	5/26/85	134.80
MURPHY	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/85	104.00
MUSCOLINO	SERGEANT	DETECTIVE DIV AREA 4 VIOLENT C	1/28/85	456.00
MUSCOLINO	POLICE OFFICER	SEVENTEENTH DISTRICT	5/15/85	222.25
MUSOLF	POLICE OFFICER	SEVENTEENTH DISTRICT	5/26/85	123.00
MUSZYNSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/18/85	19.00
MYKOWSKI	POLICE OFFICER	THIRD DISTRICT	3/03/85	406.80
NALLY	POLICE OFFICER	TWENTIEETH DISTRICT	12/14/84	35.00
NELSON	POLICE OFFICER	TWENTIEETH DISTRICT	5/19/85	149.00
NOJGEBAUER	POLICE OFFICER	FIFTEENTH DISTRICT	8/08/84	40.00
NOWAK	POLICE OFFICER	SIXTH DISTRICT	5/08/85	356.50
NOWMSKI	POLICE OFFICER	ELEVENTH DISTRICT	4/07/85	18.00
OBRIEN	POLICE OFFICER	SIXTH DISTRICT	5/21/85	234.00
ODONOVAN	POLICE OFFICER	TENTH DISTRICT	5/19/85	382.95
OLLINGER	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/15/84	1672.00
OLLE	POLICE OFFICER	TWENTIEETH DISTRICT	5/22/85	274.50
OPTOLA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/85	178.20
PANAGAS	POLICE OFFICER	FOURTH DISTRICT	5/31/85	136.55
PATRICK	POLICE OFFICER	FIFTH DISTRICT	4/13/84	105.00
PATTEN	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/85	15.00
PEARSON	POLICE OFFICER	THIRTEENTH DISTRICT	12/25/84	115.00
PEDONE	POLICE OFFICER	TENTH DISTRICT	4/04/85	25.00
PIEKOS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/10/85	84.90
PLUTA	POLICE OFFICER	CANINE UNIT	12/20/84	6192.55
POPOVITS	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/13/85	286.00
PRICE	POLICE OFFICER	FIFTEENTH DISTRICT	9/11/84	40.00
RAEBIG	POLICE OFFICER	THIRD DISTRICT	5/16/85	59.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RAINEY	POLICE OFFICER	SEVENTH DISTRICT	12/09/67	411.00
RATCLIFF	POLICE OFFICER	SIXTH DISTRICT	1/11/83	765.00
REILLEY	POLICE OFFICER	SEVENTH DISTRICT	4/16/85	7.00
RENARDO	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/14/85	245.30
REYES	POLICE OFFICER	TWELFTH DISTRICT	5/11/85	55.00
RIGGIO	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/85	29.39
ROBERTS	POLICE OFFICER	SEVENTH DISTRICT	5/31/85	309.00
ROBERTSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/02/84	240.00
ROBERTSON	POLICE OFFICER	FOURTEENTH DISTRICT	5/01/85	131.00
RODE	POLICE OFFICER	CANINE UNIT	4/05/85	107.90
ROSNER	POLICE OFFICER	TENTH DISTRICT	3/18/85	437.75
ROUNDS	POLICE OFFICER	THIRD DISTRICT	1/22/85	26.60
RUDIN	POLICE OFFICER	SEVENTH DISTRICT	9/19/76	240.00
RUMKE	POLICE OFFICER	TENTH DISTRICT	2/27/85	14.00
RUIZ	POLICE OFFICER	NINETEENTH DISTRICT	5/27/85	35.00
RUSZKOWSKI	POLICE OFFICER	FIRST DISTRICT	4/18/85	417.00
SAENZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/85	14.00
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	5/06/85	60.00
SARAFIN	POLICE OFFICER	SECOND DISTRICT	5/03/84	80.00
SCHMIDT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/28/85	50.00
SCHMITZ	POLICE OFFICER	TWENTIETH DISTRICT	5/02/85	214.05
SEABURY	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/83	1257.04
SELLARS	SEARGEANT	NINTH DISTRICT	6/30/84	99.00
SHARIF	POLICE OFFICER	SIXTH DISTRICT	5/03/85	265.00
SHORTER	POLICE OFFICER	SECOND DISTRICT	5/26/85	120.00
SICILIANO	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/85	165.00
SMITH	POLICE OFFICER	SEVENTH DISTRICT	4/23/85	205.00
SORCZYK	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/04/85	190.50
SPARICH	POLICE OFFICER	FIFTH DISTRICT	8/19/84	1391.90
SPENCER	POLICE OFFICER	SECOND DISTRICT	1/19/85	2126.75
SPRAGGINS	POLICE OFFICER	SECOND DISTRICT	1/14/83	115.00
STACK	POLICE OFFICER	NINTH DISTRICT	3/18/83	50.00
STALLARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	5/03/85	78.00
STARWACH	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/08/81	80.00
STEFAN	POLICE OFFICER	SEVENTH DISTRICT	5/25/85	187.00
STELLIK	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	847.00
STOCKER	POLICE OFFICER	TENTH DISTRICT	3/28/85	20.00
STRAZA	POLICE OFFICER	RESEARCH AND DEVELOPMENT DIVIS	5/26/85	778.50
STRONCZEK	POLICE OFFICER	FIRST DISTRICT	5/30/85	153.50
SWEENEY	POLICE OFFICER	NINTH DISTRICT	2/04/85	551.84
SWICK	POLICE OFFICER	FIRST DISTRICT	5/24/85	115.00
SYDOR	POLICE OFFICER	FOURTH DISTRICT	11/19/84	75.00
SZUBA	POLICE OFFICER	NINTH DISTRICT	5/07/85	55.00
TAPKOWSKI	POLICE OFFICER	NINETEENTH DISTRICT	5/29/85	169.00
TOVO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/09/85	67.50
TUFANO	POLICE OFFICER	SIXTH DISTRICT	5/09/84	100.00
TURRISE	POLICE OFFICER	TWELFTH DISTRICT	2/16/84	230.00
ULRICH	POLICE OFFICER	EIGHTH DISTRICT	7/23/84	15.44
	POLICE OFFICER	FIFTH DISTRICT	5/01/85	206.07

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VACCARO	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/85	151.25
VITTORINI	POLICE OFFICER	NINETEENTH DISTRICT	4/23/85	88.00
VUKOTICH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/83	60.00
WACH	POLICE OFFICER	TENTH DISTRICT	5/16/85	313.00
WAGNER	POLICE OFFICER	NINTH DISTRICT	5/29/85	94.50
WALCZAK	POLICE OFFICER	EIGHTH DISTRICT	5/04/85	39.00
WALSH	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/13/85	138.50
WALSH	POLICE OFFICER	NINTH DISTRICT	4/15/85	96.00
WALTON	POLICE OFFICER	THIRD DISTRICT	5/04/85	59.00
WASHINGTON	POLICE OFFICER	FIFTH DISTRICT	5/10/85	245.00
WERCHEIK	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/18/85	576.00
WERNER	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/85	198.50
WEST	SERGEANT	TWENTY-SECOND DISTRICT	10/05/84	125.00
WHITE	POLICE OFFICER	FIFTH DISTRICT	5/07/85	147.50
WICHT	POLICE OFFICER	EIGHTH DISTRICT	5/25/85	39.00
WILLIAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/06/85	52.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	5/17/85	87.00
WORTHEN	POLICE OFFICER	MARINE UNIT	5/14/85	294.70
ZAWIS	POLICE OFFICER	FOURTH DISTRICT	5/25/85	98.00
ABFALL	ENGINEER	ENGINE COMPANY 124	10/30/84	28.00
ALTENBACH	FIREFIGHTER	ENGINE COMPANY 54	5/05/85	10.69
BANKS	FIREFIGHTER	TRUCK 29	6/08/85	374.00
BARBARA	FIREFIGHTER	TRUCK 12	1/18/85	233.00
BELL	FIREFIGHTER	TRUCK 51	5/08/75	523.80
RENECAS	FIREFIGHTER	ENGINE COMPANY 7	4/19/85	75.50
BIASI	FIREFIGHTER	OFFICE OF THE FIRE COMMISSIONE	1/29/85	199.74
RIGOTT	FIREFIGHTER	OFFICE OF THE FIRE COMMISSIONE	6/25/85	80.00
BOGOLUB	PARAMEDIC	AMBULANCE 11	5/30/85	50.00
BORKOWSKI	FIREFIGHTER	TRUCK 19	1/14/85	25.00
BRACKEN	FIREFIGHTER	ENGINE COMPANY 50	4/20/85	89.00
BRYANT	FIREFIGHTER	INSPECTION & AUDITING DIVISION	4/23/85	52.00
CASEY	FIREFIGHTER	ENGINE COMPANY 96	6/08/85	374.00
CLARKE	FIREFIGHTER	TRUCK 15	1/28/85	30.00
CLOYD	FIREFIGHTER	ENGINE COMPANY 1/42	6/25/85	95.75
COLLINS	FIREFIGHTER	SQUAD 1	6/22/85	60.50
COLLINS	LIEUTENANT	ENGINE COMPANY 101	6/01/81	670.44
CRITTENDON	PARAMEDIC	AMBULANCE 9	3/29/85	25.00
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	11/09/83	35.00
DOLLOUGHTY	FIREFIGHTER	ENGINE COMPANY 56	2/01/85	1016.00
DOTSON	FIREFIGHTER	BATTALION 3	5/23/85	232.50
DOUGHERTY	FIREFIGHTER	ENGINE COMPANY 72	1/11/85	22.00
DZIEDZIC	FIREFIGHTER	ENGINE COMPANY 65	1/20/85	20.00
ELLIOTT	FIREFIGHTER	ENGINE COMPANY 38	6/22/85	119.00
FINLEY	FIREFIGHTER	ENGINE COMPANY 112	6/25/85	15.75
FITZGERALD	LIEUTENANT	TRUCK 11	5/08/85	216.59
GNIADZEK	FIREFIGHTER	ENGINE COMPANY 28	12/10/82	65.00
GNOTIC	FIREFIGHTER	BATTALION 2	5/19/85	47.00
GROVIC	PARAMEDIC	AMBULANCE 36	10/20/84	45.00
HAMMER	FIREFIGHTER	ENGINE COMPANY 11	4/14/85	56.75

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HANNON	FIREFIGHTER	TRUCK 28	2/28/85	84.50
HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	764.00
HOWARD	FIREFIGHTER	TRUCK 48	3/31/85	34.30
JAHNIN	FIREFIGHTER	ENGINE COMPANY 21	6/25/85	40.00
JOHN	FIREFIGHTER	DISTRICT RELIEF 6	6/21/85	86.25
KADING	PARAMEDIC	DISTRICT RELIEF 1	10/06/84	123.00
KASPRZYK	CAPTAIN	TRUCK 28	12/06/84	483.00
KIFL	FIREFIGHTER	ENGINE COMPANY 30	6/25/85	40.00
KIELDYK	FIREFIGHTER	ENGINE COMPANY 54	3/27/85	77.00
KLEINICK	FIREFIGHTER	ENGINE COMPANY 44	6/20/84	15.00
LANHAM	FIREFIGHTER	TRUCK 29	3/31/85	222.52
LASCO	FIREFIGHTER	TRUCK 58	2/01/85	1054.78
LAUER	FIREFIGHTER	TRUCK 58	6/08/85	374.00
LEAHY	FIREFIGHTER	ENGINE COMPANY 117	8/18/84	56.38
MACHEL	FIREFIGHTER	TRUCK 21	6/25/85	80.00
MCQUIRE	FIREFIGHTER	ENGINE COMPANY 108	5/30/85	152.56
MCMAHON	PARAMEDIC	DISTRICT RELIEF 4	5/13/85	127.00
MCNARA JR	FIREFIGHTER	AMBULANCE 15	12/17/84	104.00
MCNEAL	FIREFIGHTER	ENGINE COMPANY 121	5/14/85	136.00
MILLER	FIREFIGHTER	ENGINE COMPANY 7	9/27/84	1429.95
MINDGUE	FIREFIGHTER	ENGINE COMPANY 108	9/13/84	312.00
MURPHY	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	235.14
NELLIGAN	TERENCE	ENGINE COMPANY 129	11/22/84	749.00
NOWLIN	DERRICK L	ENGINE COMPANY 109	10/20/84	38.37
NOVITSKY	FIREFIGHTER	ENGINE COMPANY 76	10/06/79	3345.69
OBDOYLE	CAPTAIN	SQUAD 1	1/02/84	115.00
ODONNELL	FIREFIGHTER	AMBULANCE 38	5/07/85	121.54
OWCARZ	CAPTAIN	ENGINE COMPANY 77	9/20/79	649.17
PAGE	FIREFIGHTER	ENGINE COMPANY 68	4/27/85	396.50
PLATT	FIREFIGHTER	AMBULANCE 6	5/09/85	418.00
ROBINSON	FIREFIGHTER	TRUCK 36	1/28/85	11.79
RYAN	RONALD	AMBULANCE 6	5/12/85	77.20
SHADLOW	EDWARD	ENGINE COMPANY 72	12/10/84	469.50
STALA	MERTEL	ENGINE COMPANY 14	3/25/85	30.00
STEINER	ROBERT	AMBULANCE 20	4/15/85	400.75
STEWART	WILLIAM	DISTRICT HEADQUARTERS 1	2/03/85	200.00
TERVANIS	JESSE F	ENGINE COMPANY 38	2/07/85	50.00
TIMOTHY	THOMAS	ENGINE COMPANY 43	2/01/85	6690.27
TRACY	MICHAEL	ENGINE COMPANY 34	2/29/84	325.00
TUMA	WILLIAM C	ENGINE COMPANY 104	1/18/85	398.94
VEGA	GLEN	TRUCK 21	2/07/85	161.19
VIRZI	RICARDO	ENGINE COMPANY 20	7/10/84	10883.00
WOJCICK	ALFONSO	TRUCK 18	11/09/83	540.00
ZANGE	WILLIAM	AMBULANCE 46	10/11/84	31.00
	ROBERT			
	PARAMEDIC			

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

THIRD PARTY ORDERS

REPORT DATE 9/10/85
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	NINETEENTH DISTRICT	4/06/85	160.00
ANDERSON	POLICE OFFICER	NINTH DISTRICT	1/29/85	1387.00
ANDERSON	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	1/29/85	575.00
ARENS	POLICE OFFICER	FIFTEENTH DISTRICT	2/24/85	300.00
BOKSA	POLICE OFFICER	FIFTEENTH DISTRICT	1/26/85	25.00
BRYCHEL	POLICE OFFICER	EIGHTH DISTRICT	4/18/85	277.00
CALANDRA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/31/85	495.00
CAMILLATRE	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/18/85	83.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	2/08/82	149.00
CISNER	POLICE OFFICER	SECOND DISTRICT	7/22/84	20.00
CLOTUSZYSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/24/84	2786.50
CLINKSCALE	POLICE OFFICER	FOURTH DISTRICT	4/12/85	57.60
COLLIER	POLICE OFFICER	SIXTH DISTRICT	11/10/84	87.00
COLLINS	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/05/85	290.00
COTTER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/06/82	330.00
CROWELL	POLICE OFFICER	NINETEENTH DISTRICT	11/15/84	134.00
CUMMINGS	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/19/84	223.00
CYZE	POLICE OFFICER	ENFORCEMENT SECTION	1/14/84	159.00
CZERNIAK	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84	1397.75
DANIELS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/84	80.00
DEMOS	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/08/85	575.00
DIETRICH	POLICE OFFICER	EIGHTEENTH DISTRICT	5/18/85	332.50
DORNBOSS	POLICE OFFICER	THIRTEENTH DISTRICT	3/11/85	3512.00
DOWNS	POLICE OFFICER	FIRST DISTRICT	5/19/85	210.00
DRABIK	POLICE OFFICER	TWENTIETH DISTRICT	5/16/85	166.25
DUFFY	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	135.00
DWYER	LIEUTENANT	PUBLIC HOUSING DIVISION-SOUTH	12/16/83	502.50
ELDRIDGE	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/10/83	1298.35
ERGISH	POLICE OFFICER	EIGHTH DISTRICT	5/13/85	1045.50
EVANS	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/85	40.00
FRANZO	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/25/85	1490.48
GADZINSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/13/85	153.89
GENOVESE	POLICE OFFICER	FOURTH DISTRICT	3/31/85	65.00
GREEN	POLICE OFFICER	THIRTEENTH DISTRICT	3/08/85	1190.00
GUERRA	POLICE OFFICER	SIXTH DISTRICT	12/19/84	40.00
HANSEN	SERGEANT	THIRTEENTH DISTRICT	12/09/84	315.00
HART	POLICE OFFICER	ELEVENTH DISTRICT	4/25/85	103.00
HEYDEN	POLICE OFFICER	ELEVENTH DISTRICT	12/08/84	70.00
JAGIELLO	POLICE OFFICER	FIRST DISTRICT	2/10/85	25.00
JOHNSON	POLICE OFFICER	THIRTEENTH DISTRICT	12/05/83	571.00
JOHNSON	POLICE OFFICER	ENFORCEMENT SECTION	1/20/85	26.44
KAVAIL	POLICE OFFICER	NINETEENTH DISTRICT	4/14/85	175.25
KELLY	POLICE OFFICER	EIGHTH DISTRICT	5/29/85	349.00
KELLY	POLICE OFFICER	EIGHTH DISTRICT	5/05/85	174.00
KOHN	POLICE OFFICER	CANINE UNIT	11/02/84	90.00
KRIPNER	POLICE OFFICER	THIRD DISTRICT	5/29/77	1606.30
KWASTINSKI	POLICE OFFICER	FIFTH DISTRICT	6/26/84	371.00
LULLO	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/85	90.00
	POLICE OFFICER	SEVENTH DISTRICT	4/14/85	1094.00

REPORT DATE 9/10/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/11/85

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUC-HER TOTAL
MARTINEZ	POLICE OFFICER	TWELFTH DISTRICT	10/19/84	110.00
MCMAHON	POLICE OFFICER	SEVENTEENTH DISTRICT	5/30/85	512.00
MODELSKI	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/81	339.00
MORAWSKI	POLICE OFFICER	ELEVENTH DISTRICT	3/03/85	58.00
MORGAN	POLICE OFFICER	NINETEENTH DISTRICT	5/14/85	270.00
NICKLE	POLICE OFFICER	TWELFTH DISTRICT	6/01/84	216.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/94	65.60
PAULSON	POLICE OFFICER	SEVENTH DISTRICT	1/31/85	135.00
PECHOUS	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/83	707.05
PERNITSKY	POLICE OFFICER	ELEVENTH DISTRICT	9/14/84	40.00
PIERCE	POLICE OFFICER	SEVENTH DISTRICT	10/25/82	635.00
POCHIE	POLICE OFFICER	SEVENTH DISTRICT	3/27/85	1525.40
RHODEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/12/85	334.00
RICE	POLICE OFFICER	EIGHTH DISTRICT	6/16/84	825.00
ROCK	POLICE OFFICER	FIRST DISTRICT	5/14/85	210.00
ROSS	POLICE OFFICER	NINETEENTH DISTRICT	5/14/85	445.00
SCANLON	POLICE OFFICER	TWENTYTH DISTRICT	4/23/85	152.00
SCOTT	POLICE OFFICER	SIXTH DISTRICT	9/23/84	87.00
SEPAKIK	POLICE OFFICER	TWELFTH DISTRICT	10/19/84	314.00
SMITH	POLICE OFFICER	TWENTYTH DISTRICT	1/26/85	103.00
SMITH	POLICE OFFICER	THIRD DISTRICT	10/22/83	90.00
STEWART	POLICE OFFICER	SECOND DISTRICT	5/08/85	249.00
STUCKER	POLICE OFFICER	NINETEENTH DISTRICT	1/25/85	556.00
TOOMFY	POLICE OFFICER	EIGHTH DISTRICT	3/28/82	370.50
TRIFILIO	POLICE OFFICER	NINETEENTH DISTRICT	5/17/85	35.00
VALKENBURG	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	260.00
WATSON	POLICE OFFICER	SEVENTH DISTRICT	10/07/84	235.39
WRIGHT	POLICE OFFICER	TWELFTH DISTRICT	4/11/85	358.00
JANIA	PARAMEDIC	AMBULANCE 37	2/22/85	99.95
MAY	POLICE OFFICER	TRUCK 4	4/09/84	163.00

(Continued from page 19811)

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance: Account No. 100.9112.934.

Name and Address	License Number	Amount
Active Provision Co. c/o Myron E. Greenbaum, Atty. 7 S. Dearborn Chicago, Illinois 60603	License 288	\$150.00
Vince Geraci 7535 S. Lorel Burbank, Illinois 60459	License 893	150.00
Ire Food Mart c/o Jose Gonzalez 1116-20 W. Berwyn Avenue Chicago, Illinois 60640	License 5243	150.00
H & M. Retailers, Inc. c/o Thomas G. Krebs, Atty. 201 N. Wells Street Suite 1735 Chicago, Illinois 60606	License 006251	836.00
Anna Livingstone 11440 Champlain Chicago, Illinois 60628	Dog License Refund	2.50
Mozeller Miller 1806 S. Pulaski Chicago, Illinois 60623	License 6090	150.00
Rudy Aviles 4821 S. Paulina Street Chicago, Illinois 60609	License 42	25.00
Annie Woodfo 6338 S. Elizabeth	License 466	15.00

Name and Address	License Number	Amount
Chicago, Illinois 60636}		
Racine Bakery, Inc. 5242 S. Damen Chicago, Illinois 60609	Licenses 382, 407	\$40.00
Salvador Solis 2618 W. 26th Street Chicago, Illinois 60608	License 000778	112.00
Abe Baker 6309 S. King Drive Chicago, Illinois 60637	License 6098	150.00
Olga C. Lopez c/o H. Taman 3853 W. Fullerton Chicago, Illinois 60647	License 3172	75.00
Patricia Metzler 1329 W. 99th Street Chicago, Illinois 60649	License K49969	669.00
-Makar Restaurant Inc. 4000 W. Lawrence - 1st Floor Chicago, Illinois 60630	License 4656	836.00
The Stouffer Corporation 120 E. Randolph Chicago, Illinois 60601	License 004322	836.00
White Hen Pantry c/o Robert G. Roberts, President 666 Industrial Drive Elmhurst, Illinois, 60126	License 6305 5820 W. North Avenue	836.00

Damage to Vehicles.

Department of Fire: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Allstate Ins. Co. and Marc Friedman Cl. 123-9607-309 FSZ 4301 W. Touhy	1/24/85 Chicago Avenue	\$1,178.55

Name and Address	Date and Location	Amount
Lincolnwood, Illinois 60646}		
Recovery Serv. Int'l. and Art's Transportation- Cl. 1667-190425551-5 5745 E. River Road -- Suite 470 Chicago, Illinois 60631	11/9/84 3813 S. Vincennes	\$1,141.01
Recovery Serv. Int'l. and Pleasantview Fire Dept.- Cl. 911A 41 80 81-4 5745 E. River Road -- Suite 470 Chicago, Illinois 60631	2/5/85 551 W. DeKoven	200.19
Allstate Ins. Co. and Brian Andre Cl. 1239481219-FSP P.O. Box 127 Skokie, Illinois 60076	12/28/84 808 W. Armitage	304.83
Interstate Bankers Mut. Cas. Co. and Richard Brown- File 29232 8501 W. Higgins Road -- Suite 446 Chicago, Illinois 60631	1/14/85 Jefferson and Madison	343.76

*Damage to Vehicles.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
George Suberon 2630 N. Central Park Chicago, Illinois 60647	10/5/84 Fullerton and Spaulding	\$900.00
Joseph W. Lam 2628 Marigold Drive -- 626 Sauk Village, Illinois 60411	10/11/84 Chicago Pound 6	200.00
State Farm Ins. Co. and Leann Richards Cl. 13-2114-045	5/30/84 6344 W. Addison	368.56

Name and Address	Date and Location	Amount
2645 W. Addison Chicago, Illinois 60618}		
Janet Longo 1449 W. Fry Street Chicago, Illinois 60622	10/29/84 Paulina and Haddon Streets	\$1,300.00
Allstate Ins. and Joseph Bayerski Cl. 183-8816-385 MOR 2555 N. Central Avenue Chicago, Illinois 60639	1/24/85 26th Street	321.38
Steven Hatchett 1329 W. North Shore Chicago, Illinois 60626	2/24/85 Central at Gladys	900.00
Oscar L. French 4031 W. Wilcox Chicago, Illinois 60624	3/6/85 4035 W. Wilcox	275.00
Allstate Ins. Co. and Prentice C. Budde Cl. 1239613174 P.O. Box 127 Skokie, Illinois 60076	1/11/85 63rd and Cicero	465.06
Fred L. Lloyd 13287 Riverdale Avenue Chicago, Illinois 60627	1/27/85 130th and Ellis	289.62
Merit Ins. Co. and William Hawkins Cl. 114411 180 N. LaSalle Street -- Suite 3000 Chicago, Illinois 60601	1/11/85 3000 W. Sacramento	388.01
Recovery Serv. Int'l. and Gayle Kataoka Cl. 190A 42 79 57-2 5745 E. River Road -- Suite 470 Chicago, Illinois 60631	12/24/84 Racine and Wellington	341.16
State Farm Ins. Co. and	12/20/84	364.01

Name and Address	Date and Location	Amount
Tom Bugajski 2645 W. Addison Chicago, Illinois 60618}	5555 W. Grand Avenue	
American Fam. Ins. Co. and Linda Berger Cl. 671060856 1501 Woodfield Road, Suite 200 West Schaumburg, Illinois 60195	1/31/85 2103 S. Western	\$299.98
Brett Evan Carlson 5005 W. Dakin Chicago, Illinois 60641	11/28/84 Auto Pound 5	200.00
Fireman's Fund Ins. and Margaret Schratt Cl. B640-A-294632 200 W. Monroe Street Chicago, Illinois 60606	1/8/85 4760 Milwaukee	256.23
John R. Russ 2810 W. 39th Place Chicago, Illinois 60632	3/16/85 2811 W. 39th Street	92.90
Georgia Marie Oellerich 955 B. W. Dickens Chicago, Illinois 60614	2/10/85 1204 W. Fullerton	246.68
Allstate Ins. Co. and Samuel Alvarez Cl. 2520261021KCM 9730 S. Western Avenue -- Suite 824 Chicago, Illinois 60642	3/19/85 8640 S. Exchange	200.00
American Fam. Ins. Co. and Conrad Delatour Cl. 671-058897 1501 Woodfield Road -- Suite 200 West Schaumburg, Illinois 60195	12/28/84 222 S. Halsted	1,156.53

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Beatrice Aguero 2401 S. Harding Chicago, Illinois 60623	8/20/84 24th and Harding Avenue	\$540.00
Josef Mayer 6525 N. Navajo Lincolnwood, Illinois 60646	1/1/85 3507 N. Cicero Avenue	75.00
Handy Home Helpers, Inc. 2924 N. Pulaski Road Chicago, Illinois 60641	1/1/85 2924 N. Pulaski Road	118.00
Polk Bros., Inc. Attn: Don White 8311 W. North Avenue Melrose Park, Illinois 60160	12/31/84 2850 N. Central Avenue	1,391.58
Barbara Gallo 8749 S. Richmond Evergreen Park, Illinois 60642	12/26/84 87th Street between Mozart and Francisco	10.50
Oscar Starkman 6220 N. St. Louis Avenue Chicago, Illinois 60659	2/22/85 6220 N. St. Louis Avenue	1,500.00
Louis Moretti 1520 N. Hoyne Chicago, Illinois 60622	1/7/85 1520 N. Hoyne	210.00
Carl's Furniture Unlimited, Inc. 5133 W. Fullerton Avenue Chicago, Illinois 60639	2/11/85 5133 W. Fullerton Avenue	375.00
Armen Kaprelian 6112 W. Montrose Chicago, Illinois 60634	2/14/85 6112 W. Montrose -- rear	259.00

Damage to Property.

Department of Sewers: Account No. 314.9112.934.

Name and Address	Date and Location	Amount
Romar Strielman 4231 N. Oakley Chicago, Illinois 60618	3/20/85 5828 N. Ridge Avenue	\$2,900.00

*Damage to Vehicles.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
David Rucci 4250 N. Marine Drive - Apt. 1510 Chicago, Illinois 60613	12/4/84 800 S. State Street	\$300.25
Bernard Wallace 6424 S. Greenwood Street Chicago, Illinois 60637	3/10/85 65th and Maryland	200.00
Howard A. Metzger 6416 N. Hermitage Chicago, Illinois 60626	4/30/85 Lawrence and Damen Avenues	1,500.00

*Damage to Property.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Mrs. Katherine S. Kenrickson 111 E. Cossitt Avenue LaGrange, Illinois 60525	12/2/84 4123 Elm - Apt 4	\$400.28
Mabel J. Samuels 727 E. 60th St. - Apt 1508 Chicago, Illinois 60637	11/27/84 6224 S. Ada	150.00
Angeline Greco 3054 N. Keating Avenue Chicago, Illinois 60641	1/20/85 3054 N. Keating Avenue	130.00

*Damage to Vehicle.**Department of Public Works: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Farmers Ins. Group and Anthony King Cl. 22-10887-70-11	9/1/83 1405 E. 62nd Place	\$1,137.71

Name and Address	Date and Location	Amount
9131 W. 151st Street Orland Park, Illinois 60462}		

*Damage to Property.**Department of Water: Account No. 200.9112.934.*

Name and Address	Date and Location	Amount
Peoples Gas Light and Coke Co. File 85-0-24 122 S. Michigan Avenue Chicago, Illinois 60603	1/2/85 4505 S. Albany	\$765.92
Peoples Gas Light and Coke Co. File 84-0-157 122 S. Michigan Avenue Chicago, Illinois 60603	10/26/84 3930 N. Narragansett	605.27
Illinois Bell Telephone ZCD 2542 208 S. LaSalle Street Lower Arcade Chicago, Illinois 60604	11/21/84 913 S. Paulina	205.89

*Damage to Vehicle.**Department of Water: Account No. 200.9112.934*

Name and Address	Date and Location	Amount
James Wheeler P.O. Box 20730 Chicago, Illinois 60620	5/6/85 5958 S. King Drive	\$881.00

*Damage to Vehicle.**Department of Streets and Sanitation: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Michael Libman 16 Hackberry Lane Glenview, Illinois 60025	9/17/81 City Parking Garage 8	\$339.87
Barbara Landa	2/18/84	200.00

Name and Address	Date and Location	Amount
40 E. Delaware Chicago, Illinois 60611}	Parking Facility 5	
Jessie Elizabeth Tatum 3352 W. Fulton Chicago, Illinois 60624	10/16/84	\$187.64
State Farm Ins. Co. and Robert and Judith Metcalf Cl. 13 8514 861 Sub 5676 S. Archer Avenue Chicago, Illinois 60638	5/22/84 39th and Wood Streets	746.33
Allstate Ins. Co. and Alexander Park Cl. 123-124-4060 4301 W. Touhy Chicago, Illinois 60645	11/24/82 4601 N. Harding	393.60
Reliable Ins. and Joseph Taylor c/o Francis J. Valentine, Atty. 221 N. LaSalle Street - Suite 2700 Chicago, Illinois 60601	11/10/83 1707 W. 18th Place	737.50
Anne Cosentino 40 Chatham Lane Oak Brook, Illinois 60521	7/20/84 1260 N. Dearborn Parkway	200.00
William Chlebowski 1912 N. Kildare Chicago, Illinois 60639	11/22/84 Division and Lake Shore Drive	416.28
Rodger Lee Julkes, Jr. 11564 S. State Street Chicago, Illinois 60628	1/18/85 11564 S. State Street	450.00
Christy L. Owens 9830 S. Ingleside Chicago, Illinois 60628	11/28/84 119 E. 20th Street	45.00
Melissa Faulhaber 1832 Musselman Drive Zanesville, Ohio, 43701	1/8/85 173 N. LaSalle	208.60

Name and Address	Date and Location	Amount
Yonan R. Kasir 2468 Brian Drive Northbrook, Illinois 60062	10/8/84 2526 Canon Drive	\$274.66
Edward Walsh 4228 N. Keystone - Apt. 3C Chicago, Illinois 60641	1/5/85 4405 N. Milwaukee	886.24
John Bosh 4056 W. 31st Street Chicago, Illinois 60023	2/12/85 3100 S. Karlov	260.00
Allstate Ins. Co. and Charles Murphy Cl. 252 0215 696 LJB P.O. Box 127 Skokie, Illinois 60076	12/28/84 71st and Yates	321.85
Kirk Moulton 2515 N. Seminary Chicago, Illinois 60614	2/12/85 Wilson Avenue Car. Pound	174.21
David W. McDermott 4417 S. Kedvale Chicago, Illinois 60632	1/21/85 3541 W. 79th Street	138.69
David A. Sari 4732 N. Kasson Chicago, Illinois 60630	1/28/85 Rockwell and Division	70.69
Steven J. Winkler 5151 N. St. Louis Chicago, Illinois 60625	2/9/85 Foster and St. Louis Streets	200.00
Bruce H. Zimmerman 1630 W. Chase Avenue - Apt. 2C Chicago, Illinois 60626	12/12/84 State near Cedar St.	234.83
Martin M. Silvers 421 Barry Chicago, Illinois 60657	1/28/85 2559 W. Devon	105.13
Martin Ortiz 1742 N. Humboldt Boulevard Rm. 105 Chicago, Illinois 60647	2/6/85 California and LeMoyne	200.00

Name and Address	Date and Location	Amount
Veronica Carol Lyons 5926 S. Peoria Chicago, Illinois 60621	2/12/85 5926 S. Peoria	\$485.00
Allstate Ins. Co. and Carl and Marilyn Cepuran Cl. 1371210269FSZ P.O. Box 127 Skokie, Illinois 60077	12/2/84 210 S. Dearborn	213.93
Anna Maria Jakubik 7916 D. West Lawrence Norridge, Illinois 60656	12/29/83 3400 N. Central	198.54
David G. Green 1111 Adobe Drive Aurora, Illinois 60506	12/1/84 5920 S. Kedzie	76.60
Farmers Ins. and Shelvie Scales Cl. 22109571542 9131 W. 151st Street Orland Park, Illinois 60462	1/2/85 8659 S. Ashland Avenue	649.60
Michael A. and Bertha Gillespie 1845 W. Erie Street Chicago, Illinois 60622	1/25/85 21 W. Division	210.87
Wilette Gipson 6232 S. University Chicago, Illinois 60637	2/19/85 6232 S. University	319.70
Sibylle Allendoriff Johnson 5428 S. Kimbark Chicago, Illinois 60615	12/19/84 5428 S. Kimbark	417.22
Mitsugi Kawamoto 118 E. 47th Street Chicago, Illinois 60653	2/14/85 118 E. 47th Street	146.50
Joseph Swiatek 1204 W. Grand Avenue Chicago, Illinois 60622	2/12/85 460 N. Racine	200.00
Underwriters Adj. Co. and Ethan Revsin Cl. 002 7 V8489	10/17/84 Ohio and St. Clair	638.33

Name and Address	Date and Location	Amount
200 S. Wacker - 15th Floor Chicago, Illinois 60606}		
Allstate Ins. Co. and Edwin Ferguson Cl. 252 021971 4 P.O. Box 127 Skokie, Illinois 60077	1/29/85 8227 Stony Island	\$184.56
Charles Brown 9934 S. Luella Chicago, Illinois 60617	2/14/85 9934 S. Luella Avenue	200.00
Chicagoland Carriage Ltd. 550 Bennett Road Elk Grove Village, Illinois 60007	2/21/85 Lower Michigan Avenue Bridge	977.25
Clement Greco 3114 W. 63rd Street Chicago, Illinois 60629	2/25/85 4700 W. Marquette Road	629.79
American Ambassador Cas. Co. and Carlos Laster Cl. IL97805 900 Skokie Blvd. Northbrook, Illinois 60062	11/20/84 Damen and Fullerton Avenues	200.00
Robert C. Nelson 2608 Brookside Avenue Waukegan, Illinois 60085	3/20/85 821 N. Michigan	106.47
Michael Serra 846 W. Montrose - Apt. 104 Chicago, Illinois 60613	2/15/85 12626 S. Manistee	200.00
Susan E. Smith 1001 S. Mayfield Chicago, Illinois 60650	3/4/85 Austin and Fillmore	221.09
State Farm Ins. Co. and Maria Grospe Cl. 13 8551 082 DAJ 5680 S. Archer Avenue Chicago, Illinois 60638	1/10/85 Kedzie and Elston	358.43
Lee D. Tefsky	2/11/85	134.00

Name and Address	Date and Location	Amount
1632 W. 103rd Street Chicago, Illinois 60643}	93rd Street and Ashland Avenue	
Maryland Cas. Co. and Lorretta Wetzel Cl. 562-A-778852 1919 S. Highland Avenue - Suite 200C Lombard, Illinois 60148	8/31/84 8717 S. Normal	\$326.05
JoAnn Alba 20925 Corinth Road - P.O. Box 14 Olympia Fields, Illinois 60461	3/30/85 Division Street	236.69
Bobby Joe Allen 3550 N. Albany Chicago, Illinois 60618	3/17/85 2000 N. Kedzie	128.00
Joyce L. Bessler 422 W. Melrose - 1303 Chicago, Illinois 60657	12/26/84 157 E. Superior	207.50
Peter D. Brown 708 Bittersweet - Apt. 1013 Chicago, Illinois 60613-2306	3/4/85 Auto Pond 10	210.00
Dorothy Chambers 8222 S. Peoria Chicago, Illinois 60620	2/12/85 8222 S. Peoria	613.29
Scott M. Coy 5414 N. Sheridan Road - 2105 Chicago, Illinois 60640	3/30/85 5130 N. Sheridan Road	238.48
Economy Fire & Cas. Co. and Floyd Pippins Cl. FB68-490-7 XL4 500 Economy Court Freeport, Illinois 61032	2/14/85 111th and Marshfield	438.01
Federal Express Corporation Box 727 - Dept. 0212 Memphis, TN 38194	10/1/84 Halsted and Chicago Avenue	205.40
Jerzy Jelen	3/11/85	200.00

Name and Address	Date and Location	Amount
3853 W. Schubert Chicago, Illinois 60647}	Division and State Streets	
William M. Jones 5234 S. Michigan Avenue Chicago, Illinois 60615	2/26/85 5442 S. Michigan Avenue	\$255.00
Janice L. Koehler 7447 S. Shore Drive - Apt 32G Chicago, Illinois 60649	3/12/85 300 E. Randolph	204.69
Richard J. Drieg 655 W. Irving Park Rd. - 4905 Chicago, Illinois 60613	3/6/85 700 W. Irving Park Road	64.40
Allstate Ins. Co. and MB & Rreene Butler Cl. 252-0258-142 9730 S. Western Avenue - Suite 824 Chicago, Illinois 60642	3/16/85 5300 S. Western Avenue	599.17
Allstate Ins. Co. and Andrew and Emma Tolbert Cl. 252-026060 1 FSW P.O. Box 127 Skokie, Illinois 60077	2/22/85 2049 E. 95th Street	568.68
Anthony Steven Flores 2129 N. Narragansett Chicago, Illinois 60639	3/19/85 3600 W. Grand	1,200.70
James S. Lowers 1816 Golf View Drive - Villa Olivia Elgin, Illinois 60120	3/21/85 3739 N. Lake Shore Drive	114.62
Robin W. Packer 5910 N. Sheridan Chicago, Illinois 60660	3/5/85 100 W. Division Street	116.84
Lloyd K. Scheer 4833 Greenleaf Street Skokie, Illinois 60077	3/30/85 1156 N. Clark Street	284.56

Name and Address	Date and Location	Amount
John M. Stevenson 699 N. Wolf Road Hillside, Illinois 60162-1113	3/1/85 Mannheim and Wolf Roads	\$95.00
James L. Thurman 5202 N. Wayne Chicago, Illinois 60640	3/28/85 5201 N. Wayne	189.31
Bundy Trinz 2772 N. Lincoln Avenue Chicago, Illinois 60614	3/14/85 Lincoln Avenue and Seminary	693.60
Laura Robin Gorman 180 Greenbay Road Highland Park, Illinois 60035	1/26/85 City Parking Facility 5	115.14
Chester Kuta 4201 W. Haddon Chicago, Illinois 60651	3/8/85 Tripp Avenue	181.75
Robert Lewis 12223 S. Normal Chicago, Illinois 60628	4/9/85 South Normal Street	199.40
Todd R. Mason 2 South 204 Hawthorne Lane Wheaton, Illinois 60187	4/10/85 Wrightwood and Leclaire	212.30
Elmer A. Nelson 3808 W. 110th Street Chicago, Illinois 60655	3/31/85 2801 W. 111th Street	113.49
Ben Washington 5537 S. May Chicago, Illinois 60621	4/15/85 9th and Dorchester	148.67
James Lee Conway 13731 S. Keeler Robbins, Illinois 60472	3/4/85 600 West 54th Place	200.00
Joseph John Horejs 10633 S. Troy Street Chicago, Illinois 60655	3/13/85 11054 S. Homan	121.37
Ben Jones, Jr. 34 West 110th Place Chicago, Illinois 60628	5/20/85 34 W. 110th Place	200.00

Name and Address	Date and Location	Amount
Steve Paul Nosko 946 N. Pulaski Road Chicago, Illinois 60651	4/28/85 946 N. Pulaski Road	\$100.00
Phyllis L. Parker 7829 S. Clyde Chicago, Illinois 60649	4/8/85 9450 Colfax	9.00
Linda Anderson 11742 S. Vincennes Avenue Chicago, Illinois 60643	5/17/85 6339 Wentworth	138.58

and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

Name and Address	Location	Amount
Ms. Marie Tolbert c/o Mr. Robert B. Simon 188 W. Randolph Street Suite-1500 Chicago, Illinois 60601	11/30/83 - 8/22/84 3738 S. Indiana Avenue	\$400.00
Mary Lou Wojcik 6900 N. Wildwood Avenue Chicago, Illinois 60646	8/14/84 - 10/15/84 6468 N. Lehigh Avenue	138.98
Mr. A. J. Kwiatkowski 2700 N. Ridgeway Avenue Chicago, Illinois 60646	12/11/84 - 2/14/85 2700 N. Ridgeway	101.64
Ms. Sharlene Doyle 3902 N. St. Louis Avenue Chicago, Illinois 60618	12/26/84 - 2/28/85 3733 N. Greenview Avenue	169.22
Ms. Sharlene Doyle 3902 N. St. Louis Avenue Chicago, Illinois 60618	1/11/85 - 3/8/85 2924 S. Keeley Street	184.25

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

Name and Address	Location	Amount
Anna Molda 2517 W. 39th Place Chicago, Illinois 60632	11/10/83 - 9/20/84 2517 W. 39th Place	\$173.28
Ms. Bertha J. Villinese 3629 N. Wilton Avenue Chicago, Illinois 60613	9/28/84 - 11/27/84 3629 N. Wilton Avenue	269.86
Ona L. Wolford 3907 S. Lake Park Avenue Chicago, Illinois 60653	6/14/84 - 10/17/84 3807 S. Giles Avenue	97.44
West Park Place 7366 N. Lincoln Lincolnwood, Illinois 60646	2/21/85 - 5/16/85 1719-1759 N. Larrabee Street	400.00
Johnnie Britton 1436 E. 66th Place Chicago, Illinois 60637	11/21/84 - 1/25/85 6442-6444 S. Maryland Avenue	400.00
Loren Conoy 4100 W. 103rd Street Oak Lawn, Illinois 60453	11/27/84-1/17/85 6155-6159 S. Albany Avenue	180.70
Julio C. Suarez 5040 S. Elizabeth Street Chicago, Illinois 60609	5/9/83 - 9/13/84 5040 S. Elizabeth	400.00
Holmes Auto Rebuilders 3263 W. Fullerton Avenue Chicago, Illinois 60647	6/23/83 - 4/23/84 3255-3257 W. Fullerton Avenue	400.00
Rev. L. Howard 208 S. Third Street Maywood, Illinois 60153	8/15/83 - 10/14/83 3308 W. Ogden Avenue	400.00
P. E. Worthy Realty 6658 S. Wabash Avenue Chicago, Illinois 60637	11/27/84 - 3/27/85 4400-4406 S. Calumet Avenue	400.00
Michael Disalvo 6218 W. Belmont Avenue Chicago, Illinois 60634	10/19/84 - 2/13/85 6218 W. Belmont Avenue	400.00
Earl D. Epstein and Co.	4/25/84 - 6/22/84	202.05

Name and Address	Location	Amount
6611 N. Trumbull Avenue Lincolnwood, Illinois 60645}	6256 W. 64th Place	
Golden Rule Realty 2608 W. Peterson Avenue Chicago, Illinois 60659	7/11/84 - 1/14/85 3806-3808 W. Irving Park Road	\$253.97
NSC Corporation 4300 W. Lake Street Chicago, Illinois 60624	12/21/83 - 3/7/84 4300-4356 W. Lake Street	400.00
Kurt Ohlin 5204 W. Cullom Avenue Chicago, Illinois 60641	5/10/84 - 7/16/84 5204 W. Cullom Avenue	400.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
ON VEHICLES, PROPERTY DAMAGE, PERSONAL
INJURIES, ETC.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, September 11, 1985.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on September 18, 1984 and subsequent sundry claims as follows:

(Nov. 15, 1983)	Sixto Mariscal
(Nov. 1, 1984)	Jamshid McDaniel by Dinkes, Soll and Dinkes
(Oct. 30, 1984)	Elia Sandoval
(Oct. 6, 1984)	Robert Coffey
(Oct. 3, 1984)	Robert J. Neurater
(Dec. 26, 1984)	Yvonne A. Walton
(May 30, 1984)	State Farm Ins. Co. and Sigmund J. Kopera - Cl. No. 13 8532 202 SUB
(Dec. 25, 1984)	Elizabeth Bennett Hodges
(Nov. 16, 1984)	Mrs. Emma J. Hughes
(Nov. 24, 1984)	John J. Reipsa
(Nov. 30, 1984)	Erich Schlesner
(Oct. 15, 1984)	Mrs. Nellie Platell
(Dec. 22, 1983)	State Farm Ins. Co. and Fred Benson - Cl. No. 14 5314 076
(Sept. 12, 1984)	William O'Neil

(Dec. 21, 1984)	Leonard Furca
(Jan. 24, 1985)	Frank J. Karel
(Nov. 15, 1984)	Adele Williams and Regina Williams
(Feb. 13, 1985)	Commercial Light Company
(Jan. 25, 1985)	The Peoples Gas Light and Coke Co. - File No. 85-0-28
(March 15, 1985)	Virginia E. Peters
(Feb. 16, 1985)	Aetna Bank/Allen R. Cichon
(Feb. 8, 1985)	The Peoples Gas Light and Coke Co. - File No. 85-0-40
(April 17, 1985)	Alvin K. Goodman
(May 14, 1984)	Milwaukee Insurance and John Beebe - Cl. No. 6L 33251
(Feb. 11, 1985)	Henry L. Taylor
(Feb. 15, 1985)	William Blair
(Feb. 12, 1985)	Dennis Cliff Denson
(Feb. 12, 1985)	Christine Hoffman
(April 8, 1985)	Jesse D. Jordan
(Feb. 13, 1985)	Nathan Lubin
(April 12, 1985)	Mrs. Mary P. Janka
(April 17, 1985)	Original Providence Baptist Church
(April 11, 1985)	Emanuel Gordon
(March 30, 1985)	Richard W. Endless
(March 8, 1985)	Irene Parker
(Feb. 25, 1985)	Joyce Morgan
(May 8, 1984)	John F. Gronkowski
(May 9, 1985)	Ruth K. Hambrick
(May 1, 1985)	Lynn L. Zboinski
(May 6, 1985)	American Family Ins. Co. and Darryl Balark - Cl. No. 671 065292
(Feb. 20, 1985)	Merit Ins. Co. and Jackson Merrill - Cl. No. 114722
(Nov. 14, 1984)	State Farm Ins. Co. and John Gallagher - Cl. No. 13 8539 768
(March 23, 1985)	Elizabeth Ann Hatcher
(Oct. 6, 1984)	Aetna Life and Cas. Co. and Thomas and Gloria St. John - Cl. No. J 2084476874SP
(April 11, 1985)	Mary F. Reagan
(Dec. 7, 1984)	Recovery Services and Roche Biomedical Lab. - File No. A11A 42 84 07-1
(Oct. 19, 1984)	Transamerica Ins. Co. and Harriet Hamilton - Cl. No. 5 098 247

(Feb. 1, 1984)
(April 16, 1985)
(Jan. 21, 1985)

Joseph Gilliam
Robert Knox
Economy Fire and Cas. Co. and Anthony
Sylvester - Cl. No. FB66 946 -0 AF4

(Feb. 8, 1985)

Farmers Ins. Group and Pamela Bernstein -
Cl. No. 22 11387 0553

(August 31, 1984)
(May 21, 1985)

Lorretta Wetzel
Jeanne Marie Sulik

having had the same under advisement begs leave to report and recommend that your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

AUTHORITY GRANTED FOR SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATE.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, September 10, 1985.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred May 15, 1985 and subsequent sundry claims for Condominium Refuse Rebate, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full, as follows:

[List of claimants are printed on pages 19842 through
19847 of this Journal.]

COMMITTEE ON ECONOMIC DEVELOPMENT.

APPOINTMENT OF MR. WALTER CLARK AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION FOR FIVE-YEAR TERM.

The Committee on Economic Development submitted the following report:

CHICAGO, September 11, 1985.

To the President and Members of the City Council:

(Continued on page 19848)

PAGE 1
TERMINAL--W1
OPERATOR--VLS

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/11/85

REPORT DATE -- 9/09/85
REPORT TIME -- 15:18:51
PROGRAM -- PR3271

CONDOMINIUM/ COOPERATIVE NAME	NO. OF FLIGHTS UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
ADRIAN HERITAGE CONDO ASSN.	9	SEMI-ANNUAL	270.00	THOMAS W. CULLERTON	38
ADRIAN MANOR CONDOMINIUM	12	SEMI-ANNUAL	412.00	THOMAS W. CULLERTON	34
ADRIAN MANOR CONDOMINIUM	112	SEMI-ANNUAL	1,185.00	MARTIN J. JERMAN	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	473.67	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	1,290.00	MARTIN J. JERMAN	43
ADRIAN MANOR CONDOMINIUM	14	SEMI-ANNUAL	510.00	GERALD M. MCLAUGHLIN	45
ADRIAN MANOR CONDOMINIUM	37	SEMI-ANNUAL	270.00	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	672.00	BERNARD L. STOFF	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	540.00	GERALD M. MCLAUGHLIN	45
ADRIAN MANOR CONDOMINIUM	18	SEMI-ANNUAL	349.50	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	18	SEMI-ANNUAL	472.00	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	42	SEMI-ANNUAL	600.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	32	SEMI-ANNUAL	762.00	JOSEPH S. KOTLARZ JR	35
ADRIAN MANOR CONDOMINIUM	32	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	8	SEMI-ANNUAL	300.00	JOSEPH S. KOTLARZ JR	35
ADRIAN MANOR CONDOMINIUM	7	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	566	SEMI-ANNUAL	7,574.30	BURTON F. NATARUS	42
ADRIAN MANOR CONDOMINIUM	617	SEMI-ANNUAL	11,195.50	BURTON F. NATARUS	42
ADRIAN MANOR CONDOMINIUM	567	SEMI-ANNUAL	7,179.75	BURTON F. NATARUS	42
ADRIAN MANOR CONDOMINIUM	5	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
ADRIAN MANOR CONDOMINIUM	33	SEMI-ANNUAL	410.00	GERALD M. MCLAUGHLIN	45
ADRIAN MANOR CONDOMINIUM	27	SEMI-ANNUAL	462.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	552	SEMI-ANNUAL	7,555.83	EUGENE SAWYER	36
ADRIAN MANOR CONDOMINIUM	17	SEMI-ANNUAL	198.00	WILLIAM JP BANKS	35
ADRIAN MANOR CONDOMINIUM	6	SEMI-ANNUAL	225.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	6	SEMI-ANNUAL	225.00	WILLIAM JP BANKS	36
ADRIAN MANOR CONDOMINIUM	18	SEMI-ANNUAL	242.10	JON S. MAORZYK	13
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	540.00	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	4	SEMI-ANNUAL	225.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	11	SEMI-ANNUAL	350.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	152	SEMI-ANNUAL	2,904.70	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	302	SEMI-ANNUAL	4,474.40	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	24	SEMI-ANNUAL	346.50	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	9	SEMI-ANNUAL	119.50	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	12	SEMI-ANNUAL	252.00	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	4	SEMI-ANNUAL	289.50	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	9	SEMI-ANNUAL	300.00	GERALD M. MCLAUGHLIN	45
ADRIAN MANOR CONDOMINIUM	259	SEMI-ANNUAL	999.22	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	31	SEMI-ANNUAL	345.67	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	26	SEMI-ANNUAL	667.70	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	12	SEMI-ANNUAL	450.00	DAVID D. ORR	43
ADRIAN MANOR CONDOMINIUM	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	43
ADRIAN MANOR CONDOMINIUM	39	SEMI-ANNUAL	807.00	ROMAN PUCINSKI	41
ADRIAN MANOR CONDOMINIUM	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41

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TERMINAL--41
OPERATOR--VLS

COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/11/85

REPORT DATE -- 9/06/85
REPORT TIME -- 15:14:53
PROGRAM -- RRQ271

CONDOMINIUM/
COOPERATIVE
NAME

NO. OF
ELIGIBLE
UNITS

TYPE

AMOUNT OF
REBATE

***** SPONSOR *****

EDINBURGH CONDOMINIUM	22	SEMI-ANNUAL	617.77	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #1 CONDO	12	SEMI-ANNUAL	397.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #2 CONDO	14	SEMI-ANNUAL	521.00	ROMAN PUCINSKI	41
FRANKLY VILLAGE #3 CONDO	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	45
FRANKLY VILLAGE #4 CONDO	260	SEMI-ANNUAL	1,637.24	GEROME M. O'BACH	45
FRANKLY VILLAGE #5 CONDO	27	SEMI-ANNUAL	389.53	DAVID D. ORR	42
FRANKLY VILLAGE #6 CONDO	4	SEMI-ANNUAL	225.00	DAVID D. ORR	42
FRANKLY VILLAGE #7 CONDO	254	SEMI-ANNUAL	2,400.00	BERNARD L. STONE	40
FRANKLY VILLAGE #8 CONDO	11	SEMI-ANNUAL	433.50	DAVID D. ORR	42
FRANKLY VILLAGE #9 CONDO	11	SEMI-ANNUAL	519.13	DAVID D. ORR	42
FRANKLY VILLAGE #10 CONDO	24	SEMI-ANNUAL	580.80	DAVID D. ORR	42
FRANKLY VILLAGE #11 CONDO	137	SEMI-ANNUAL	2,086.80	MARTIN J. OBERMAN	43
FRANKLY VILLAGE #12 CONDO	54	SEMI-ANNUAL	1,290.00	LAWRENCE S. PLOJM	45
FRANKLY VILLAGE #13 CONDO	13	SEMI-ANNUAL	1,440.00	MARTIN K. VOLINI	41
FRANKLY VILLAGE #14 CONDO	894	SEMI-ANNUAL	382.35	BERNARD L. STONE	40
FRANKLY VILLAGE #15 CONDO	57	SEMI-ANNUAL	2,946.65	GEROME M. O'BACH	45
FRANKLY VILLAGE #16 CONDO	57	SEMI-ANNUAL	1,498.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #17 CONDO	57	SEMI-ANNUAL	1,429.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #18 CONDO	37	SEMI-ANNUAL	720.00	BERNARD L. STONE	40
FRANKLY VILLAGE #19 CONDO	13	SEMI-ANNUAL	462.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #20 CONDO	21	SEMI-ANNUAL	458.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #21 CONDO	19	SEMI-ANNUAL	489.48	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #22 CONDO	13	SEMI-ANNUAL	530.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #23 CONDO	5	SEMI-ANNUAL	199.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #24 CONDO	42	SEMI-ANNUAL	750.00	JOHN S. MADZYK	41
FRANKLY VILLAGE #25 CONDO	27	SEMI-ANNUAL	910.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #26 CONDO	29	SEMI-ANNUAL	760.98	DAVID D. ORR	42
FRANKLY VILLAGE #27 CONDO	448	SEMI-ANNUAL	5,372.66	GEROME M. O'BACH	45
FRANKLY VILLAGE #28 CONDO	75	SEMI-ANNUAL	1,890.00	BURTON F. NATARUS	42
FRANKLY VILLAGE #29 CONDO	19	SEMI-ANNUAL	415.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #30 CONDO	141	SEMI-ANNUAL	2,557.52	BURTON F. NATARUS	42
FRANKLY VILLAGE #31 CONDO	7	SEMI-ANNUAL	228.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #32 CONDO	27	SEMI-ANNUAL	557.00	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #33 CONDO	11	SEMI-ANNUAL	316.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #34 CONDO	6	SEMI-ANNUAL	225.00	DAVID D. ORR	42
FRANKLY VILLAGE #35 CONDO	349	SEMI-ANNUAL	3,787.00	MARTIN J. OBERMAN	43
FRANKLY VILLAGE #36 CONDO	252	SEMI-ANNUAL	3,179.16	BURTON F. NATARUS	42
FRANKLY VILLAGE #37 CONDO	6	SEMI-ANNUAL	225.00	DAVID D. ORR	42
FRANKLY VILLAGE #38 CONDO	9	SEMI-ANNUAL	264.00	THOMAS W. CULLERTON	39
FRANKLY VILLAGE #39 CONDO	35	SEMI-ANNUAL	968.00	ROMAN PUCINSKI	41
FRANKLY VILLAGE #40 CONDO	19	SEMI-ANNUAL	560.50	GERALD M. MCLAUGHLIN	45
FRANKLY VILLAGE #41 CONDO	24	SEMI-ANNUAL	719.50	ROMAN PUCINSKI	41
FRANKLY VILLAGE #42 CONDO	5	SEMI-ANNUAL	225.00	DAVID D. ORR	42
FRANKLY VILLAGE #43 CONDO	17	SEMI-ANNUAL	292.00	WILLIAM JP BANKS	45
FRANKLY VILLAGE #44 CONDO	524	SEMI-ANNUAL	9,075.92	BURTON F. NATARUS	42

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OPERATOR--VLS

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/11/85

REPORT DATE -- 9/05/85
REPORT TIME -- 15:14:53
PROGRAM -- R3271

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR
NIAGARA NORTH CONDO ASSOC.	20	SEMI-ANNUAL	544.50	ROMAN PUCINSKI
NORMANDY CONDOMINIUM	24	SEMI-ANNUAL	814.50	ROMAN PUCINSKI
NORTHWEST POINT CONDO ASSOC.	10	SEMI-ANNUAL	269.50	ROMAN PUCINSKI
NORTHWEST POINT CONDO ASSOC.	42	SEMI-ANNUAL	482.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL	663.30	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	29	SEMI-ANNUAL	701.10	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	23	SEMI-ANNUAL	701.10	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	21	SEMI-ANNUAL	510.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	3	SEMI-ANNUAL	240.00	WILLIAM JP HANKS
NORTHWEST TERRACE CONDO ASSOC.	32	SEMI-ANNUAL	534.00	WILLIAM JP HANKS
NORTHWEST TERRACE CONDO ASSOC.	5	SEMI-ANNUAL	187.50	JERARD L. STONE
NORTHWEST TERRACE CONDO ASSOC.	15	SEMI-ANNUAL	553.00	MARTIN J. OBERMAN
NORTHWEST TERRACE CONDO ASSOC.	9	SEMI-ANNUAL	204.00	WILLIAM JP HANKS
NORTHWEST TERRACE CONDO ASSOC.	7	SEMI-ANNUAL	299.50	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	240	SEMI-ANNUAL	1,944.00	BURTON F. NATARUS
NORTHWEST TERRACE CONDO ASSOC.	18	SEMI-ANNUAL	252.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	19	SEMI-ANNUAL	552.00	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	30	SEMI-ANNUAL	877.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	50	SEMI-ANNUAL	912.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	89	SEMI-ANNUAL	2,954.15	JEROME M. DRBACH
NORTHWEST TERRACE CONDO ASSOC.	20	SEMI-ANNUAL	388.53	EUGENE C. SCHULTER
NORTHWEST TERRACE CONDO ASSOC.	19	SEMI-ANNUAL	570.00	LAWRENCE S. BLOOM
NORTHWEST TERRACE CONDO ASSOC.	50	SEMI-ANNUAL	1,274.00	ROMAN PUCINSKI
NORTHWEST TERRACE CONDO ASSOC.	11	SEMI-ANNUAL	275.00	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	29	SEMI-ANNUAL	468.00	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	92	SEMI-ANNUAL	1,350.00	BERNARD L. STONE
NORTHWEST TERRACE CONDO ASSOC.	18	SEMI-ANNUAL	611.76	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	28	SEMI-ANNUAL	708.00	THOMAS M. CULLERTON
NORTHWEST TERRACE CONDO ASSOC.	36	SEMI-ANNUAL	1,146.00	GERALD M. MCLAUGHLIN
NORTHWEST TERRACE CONDO ASSOC.	25	SEMI-ANNUAL	654.27	EUGENE C. SCHULTER
NORTHWEST TERRACE CONDO ASSOC.	89	SEMI-ANNUAL	1,320.00	MARTIN K. VOLINI
NORTHWEST TERRACE CONDO ASSOC.	377	SEMI-ANNUAL	5,100.00	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	8	SEMI-ANNUAL	288.00	LAWRENCE S. BLOOM
NORTHWEST TERRACE CONDO ASSOC.	10	SEMI-ANNUAL	354.00	BERNARD L. STONE
NORTHWEST TERRACE CONDO ASSOC.	40	SEMI-ANNUAL	1,094.00	DAVID D. ORR
NORTHWEST TERRACE CONDO ASSOC.	151	SEMI-ANNUAL	1,311.46	BURTON F. NATARUS
NORTHWEST TERRACE CONDO ASSOC.	9	SEMI-ANNUAL	309.00	JOSEPH S. KOTLARZ JR
NORTHWEST TERRACE CONDO ASSOC.	75	SEMI-ANNUAL	1,800.00	MARTIN J. OBERMAN
NORTHWEST TERRACE CONDO ASSOC.	128	SEMI-ANNUAL	2,759.00	BURTON F. NATARUS
NORTHWEST TERRACE CONDO ASSOC.	58	SEMI-ANNUAL	1,986.00	BURTON F. NATARUS
NORTHWEST TERRACE CONDO ASSOC.	356	SEMI-ANNUAL	7,048.15	MARTIN K. VOLINI
NORTHWEST TERRACE CONDO ASSOC.	30	SEMI-ANNUAL	840.00	MARTIN J. OBERMAN
NORTHWEST TERRACE CONDO ASSOC.	45	SEMI-ANNUAL	987.00	GERALD M. MCLAUGHLIN
NORTHWEST TERRACE CONDO ASSOC.	19	SEMI-ANNUAL	516.00	LAWRENCE S. BLOOM
NORTHWEST TERRACE CONDO ASSOC.	402	SEMI-ANNUAL	6,435.00	BURTON F. NATARUS

REPORT DATE -- 07/05/85
 REPORT TIME -- 15:13:53
 PROGRAM -- PR0271

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

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 TERMINAL--41
 OPERATION--VLS

MEETING DATE 7/11/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	MARTIN J. OBERMAN
3300-3301 N. 72ND PLACE CONDO	19	SEMI-ANNUAL	319.00	LAWRENCE S. PLOOM
2900 VINCENNE CONDOMINIUM	12	SEMI-ANNUAL	290.17	EUGENE C. SCHULTER
3100-12 WESTVIEW CONDO ASSOC.	151	SEMI-ANNUAL	1,920.00	BURTON F. NATARUS
3110-12 WESTVIEW CONDO ASSOC.	5	SEMI-ANNUAL	225.00	MARTIN J. OBERMAN
3120-12 WESTVIEW CONDO ASSOC.	21	SEMI-ANNUAL	1,405.10	MARTIN J. OBERMAN
2272-317 EAST DELAWARE BL. CORP	44	SEMI-ANNUAL	1,650.00	BURTON F. NATARUS
2330 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	MARTIN J. OBERMAN
2530 EAST DELAWARE CONDO ASSOC	154	SEMI-ANNUAL	2,400.00	BURTON F. NATARUS
2620 LAKESHORE CONDO ASSOC	492	SEMI-ANNUAL	395.00	MARTIN J. OBERMAN
2620 LAKESHORE CONDO ASSOC	27	SEMI-ANNUAL	215.00	MARTIN J. OBERMAN
2800 LAKE SHORE DR. CONDO	557	SEMI-ANNUAL	4,600.78	MARTIN J. OBERMAN
3150 N. WELLS CONDO ASSOC.	9	SEMI-ANNUAL	213.50	WILLIAM JP HANKS
317 N. WELLS CONDOMINIUM	19	SEMI-ANNUAL	495.00	MARTIN J. OBERMAN
3500 N. LAKE SHORE DRIVE	55	SEMI-ANNUAL	2,710.00	JEROME M. ORBACH
3600 CONDOMINIUM ASSOCIATION	440	SEMI-ANNUAL	2,028.00	JEROME M. ORBACH
3700-20 N. LAKE SHORE DRIVE	52	SEMI-ANNUAL	792.00	JEROME M. ORBACH
3730-40 LAKE SHORE DR. CONDO	51	SEMI-ANNUAL	1,431.00	JEROME M. ORBACH
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,060.00	JEROME M. ORBACH
3825 CONDOMINIUM ASSOCIATION	24	SEMI-ANNUAL	900.00	JEROME M. ORBACH
392 CORPORATION	32	SEMI-ANNUAL	903.00	MARTIN J. OBERMAN
4000 EAST CEDAR CONDO ASSOC.	75	SEMI-ANNUAL	1,640.00	BURTON F. NATARUS
4036 W. 37TH ST. CONDO. ASSOC	5	SEMI-ANNUAL	144.00	ROBERT T. KELLAM
4055 W. 37TH ST. CONDO. ASSOC.	5	SEMI-ANNUAL	144.00	ROBERT T. KELLAM
4247-49 N. KEYSTONE CONDO INC	3	SEMI-ANNUAL	337.50	GERALD M. McLAUGHLIN
4343 CLARENDON CONDO ASSOC	450	SEMI-ANNUAL	4,480.00	JEROME M. ORBACH
4414-15 N. ASHLAND CONDO.	16	SEMI-ANNUAL	450.00	EUGENE C. SCHULTER
4635-37 N. PAULINA CONDO.	5	SEMI-ANNUAL	225.00	EUGENE C. SCHULTER
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL	2,100.00	MARTIN J. OBERMAN
515 BRIGHTWOOD CONDO ASSOC.	79	SEMI-ANNUAL	829.70	MARTIN J. OBERMAN
5241 N. EAST RIVER ST CONDO ASSC	7	SEMI-ANNUAL	243.00	ROMAN PUCINSKI
525 N. MICHIGAN AVE CONDO ASSO	464	SEMI-ANNUAL	10,821.67	BURTON F. NATARUS
5445 EDGEWATER PLAZA CONDO.	465	SEMI-ANNUAL	5,084.02	MARTIN K. VOLINI
5445 N. KENMORE HOMEOWNERS ASSC	5	SEMI-ANNUAL	225.00	MARTIN K. VOLINI
5455 EDGEWATER PLAZA CONDO	464	SEMI-ANNUAL	1,238.64	MARTIN K. VOLINI
5757 N. SHERIDAN RD. CONDO.	171	SEMI-ANNUAL	825.00	MARTIN K. VOLINI
5940 BUILDING ASSOCIATION	13	SEMI-ANNUAL	448.50	ROMAN PUCINSKI
5110 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	1,580.00	MARTIN K. VOLINI
6248-50 N. WASHINGTON CONDO.	6	SEMI-ANNUAL	225.00	BERNARD L. STONE
6251-53 N. GLENHOLM CONDO	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	1,551.00	DAVID D. ORR
6410-12 CONDOMINIUM ASSOC.	6	SEMI-ANNUAL	225.00	DAVID D. ORR
663 WEST GRACE CONDO. ASSOC.	90	SEMI-ANNUAL	900.00	JEROME M. ORBACH
6724 W. 64TH PLACE CORP	6	SEMI-ANNUAL	135.00	WILLIAM F. KRYSZYNSKI
6820 W. RAVEN CONDO. ASSOC.	12	SEMI-ANNUAL	222.00	ROMAN PUCINSKI

REPORT DATE -- 9/04/85
 REPORT TIME -- 16:18:53
 PROGRAM -- RMR271

COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/11/85

CONDOMINIUM/ CO-OPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR
70 EAST CEDAR STREET CONDO.	30	SEMI-ANNUAL	958.00	HURTON F. NATARUS
2241 W. RIVER CONDO ASSOC.	9	SEMI-ANNUAL	225.00	DAVID D. JRR
731 1ST AVE CONDO ASSOC.	14	SEMI-ANNUAL	723.33	CURTIS G. NATARUS
740-42 LITTLE STREET CONDOMINIUM	9	SEMI-ANNUAL	225.00	JEROME M. JERACH
7401 WARDMAN CONDO ASSOC.	1	SEMI-ANNUAL	300.00	DAVID D. JRR
1518 RIDGE BLVD. CO-OP.	5	SEMI-ANNUAL	225.00	BERNARD L. STONE
4418-17 W. 129TH AVE CONDO	12	SEMI-ANNUAL	237.00	ROMAN PUCINSKI
930 W. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL	1,950.00	FRED H. ROTT
303-13 LAKE SHORE DRIVE CONDO	524	SEMI-ANNUAL	7,410.00	BURTON F. NATARUS
312-14 MARQUETTE TERR. CONDO.	5	SEMI-ANNUAL	225.00	MARTIN K. VALINT
312 WARELAND CONDO. ASSOC.	15	SEMI-ANNUAL	532.42	JEROME M. JERACH
316-16 W. CHURCH STREET CONDO ASSOC	29	SEMI-ANNUAL	360.00	MARTIN J. JERACH
316-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	265.00	MARTIN J. JERACH
320-19 MARQUETTE TERRACE CONDO.	7	SEMI-ANNUAL	263.50	MARTIN K. VALINT
300 W. LAKE SHORE DR. WILMINGTON	145	SEMI-ANNUAL	3,883.29	BURTON F. NATARUS

***** SPONSOR *****

HURTON F. NATARUS 42
 DAVID D. JRR 43
 CURTIS G. NATARUS 43
 JEROME M. JERACH 45
 DAVID D. JRR 49
 BERNARD L. STONE 50
 ROMAN PUCINSKI 41
 FRED H. ROTT 31
 BURTON F. NATARUS 42
 MARTIN K. VALINT 44
 JEROME M. JERACH 49
 MARTIN J. JERACH 43
 MARTIN J. JERACH 43
 MARTIN K. VALINT 49
 BURTON F. NATARUS 42

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 OPERATOR--VLS

(Continued from page 19841)

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated May 15, 1985, appointing Walter Clark as a member of the Commercial District Development Commission for a five-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Walter Clark as a member of the Commercial District Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND
AUTHORIZED FOR PROJECT BY FARLEY
CANDY COMPANY.

The Committee on Economic Development submitted the following report:

CHICAGO, September 11, 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 under date of August 15, 1985, providing for the conditional approval of an industrial revenue bond in the amount of \$4,000,000 to be issued to the Farley Candy Company for the financing of a project in the City, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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:

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 \$4,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Farley Candy Company, a Delaware corporation (the "Company"), to be used by the Company as a candy manufacturing, warehousing and distributing 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 amount not to exceed \$4,000,000 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:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Farley Candy Company, a Delaware corporation (the "Company").

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 municipality and 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 "Enabling Ordinance"), authorizing and empowering the City to issue its 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 Enabling 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 Company proposes to acquire certain land and an existing building located at 2945 West 31st Street in Chicago, Illinois and to make improvements thereto and to be owned and used by the Company as a candy manufacturing, warehousing and distributing facility (the "Project") and to be located in the City of Chicago, Illinois. The Company

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 Department is authorized pursuant to the Enabling 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 its revenue bonds.

(d) 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 Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$4,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling 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 Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1985.

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 Enabling Ordinance as then in force.

(b) That it will cooperate with the Company 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 Company.

(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 Company 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 Company. Subject to the conditions above stated, the Company 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 Company will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company 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 and 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 Company.

(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 acquisition, construction and equipping of the Project or after payment of all costs of the acquisition, construction and equipping of the Project, whichever is later, the Company (1) will furnish upon the 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 the acquisition, construction and equipping of the Project, and (2) will 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 Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) 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 Company 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 Company), the Department, the City and the Company 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 the acquisition, construction and equipping of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, 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 Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company 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 will pay upon demand the preliminary fees of bond counsel, 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 13th day of August, 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 \$4,000,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Farley Candy Company, a Delaware corporation (the "Company"), to acquire certain land and an existing building located at 2945 West 31st Street in Chicago, Illinois, and to make improvements thereto, said facilities to be owned and used by the Company as a candy manufacturing, warehousing and distributing facility.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under 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 Company (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 holder 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 on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. 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,

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.

/s/ _____

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

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND
AUTHORIZED FOR PROJECT BY 5547 NORTH
RAVENSWOOD LIMITED PARTNERSHIP.

The Committee on Economic Development submitted the following report:

CHICAGO, September 11, 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 under date of August 15, 1985, providing for the conditional approval of an industrial revenue bond in the amount of \$2,000,000 to be issued to the 5547 North Ravenswood Limited Partnership for the financing of a project in the City, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 Development 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 \$2,000,000 of Industrial Revenue Bonds to finance the acquisition and renovation of an industrial development project in the City of Chicago, Illinois, title to which will be held by an Illinois land trust (the "Land Trust"), the sole beneficiary of which is 5547 North Ravenswood Limited Partnership, an Illinois limited partnership, whose general partner is Charles Benton, and leased by the Land Trust to Public Media, Inc., a Delaware Corporation (the "Lessee"), to be used by the Lessee as a facility for the warehousing and distribution of films and activities related thereto, 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 Development Revenue Bonds in an aggregate principal amount not to exceed \$2,000,000 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:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and among the Department of Economic Development of the City of Chicago (the "Department"), 5547 North Ravenswood Limited Partnership, an Illinois limited partnership (the "Company"), whose general partner is Charles Benton, and Public Media, Inc., a Delaware Corporation (the "Lessee").

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 Company proposes to acquire and renovate a facility located in the City of Chicago, to be leased to the Lessee and used in the warehousing and distribution of films and activities related thereto (the "Project"). Title to the Project will be held by an Illinois land trust, of which the Company is the sole beneficiary (the "Land Trust"). The Company 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 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 its revenue bonds.

(d) 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 \$2,000,000 (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 Company 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 Company.

(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 Company of the Land Trust from funds provided by the Company 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 Company. Subject to the conditions above stated, the Company 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 Company or the Land Trust will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Company or the Land Trust from funds provided by the Company 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 and 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 Company.

(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 acquisition and renovation of the Project or after payment of all costs of acquisition and renovation of the Project, whichever is later, the Company and the Lessee (1) will 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 the acquisition and renovation of the Project, and (2) will 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 or offices of the Company and the Lessee located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company and the Lessee relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) 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 Company 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 Company), the Department, the City and the Company 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 the acquisition, and renovation of the Project, including the fees and expenses of counsel to the City and the Department, as bond counsel, and the agent or underwriter for the sale of the Bonds, if any, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company 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 will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

(c) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1985.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 1st day of August, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A.

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 \$2,000,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"). The proceeds of the Bonds will be used to finance the acquisition and renovation of a facility located at 5547 North Ravenswood Avenue, Chicago, Illinois (the "Project"). Title to the Project will be held by an Illinois land trust (the "Land Trust"). The sole beneficiary of the Land Trust is 5547 North Ravenswood Limited Partnership, an Illinois limited partnership, whose general partner is Charles Benton. The Project will be leased to Public Media, Inc., a Delaware corporation (the "Lessee"), for use by the Lessee as a facility for the warehousing and distribution of films and activities related thereto.

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 and interest on the Bonds will be payable solely from revenues and receipts derived by the City from the repayment of a loan of the proceeds of the Bonds, such repayment to be made by the Company or by the Land Trust from funds provided by the Company (except to the extent payable from Bond proceeds or the income from the temporary investment thereof). 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 holder 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 Bonds, the interest or premium, if any, thereon.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may 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.

Notice dated _____, 1985.

/s/

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

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND
AUTHORIZED FOR PROJECT BY STEVEN ROSENMUTTER.

The Committee on Economic Development submitted the following report:

CHICAGO, September 11, 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 under date of August 15, 1985, providing for the conditional approval of an industrial revenue bond in the amount of \$925,000 to be issued to Steven Rosenmutter for the financing of a project in the City, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 \$925,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Steven Rosenmutter, or a trust of which he is a beneficiary, and leased to Fullerton Automotive Parts, Inc., an Illinois corporation (the "Company"), and used by the Company in its business of selling automotive parts to manufacturers for rebuilding, 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 \$925,000 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:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago, Illinois (the "Department") and Steven Rosenmutter (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, 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 Chicago, as supplemented and amended (the "Enabling 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 any "project" (as defined in the Enabling Ordinance), in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and attraction of new businesses to the City.

(b) The Borrower proposes to acquire, rehabilitate and equip, or to cause a trust of which he is a beneficiary to acquire, rehabilitate and equip, certain warehouse and office facilities to be located within the City (the "Project") for lease to and use by Fullerton Automotive Parts, Inc., an Illinois corporation. 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 Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take, and recommend that the City take, such action as may be necessary to cause to be prepared such agreements, mortgages, indentures or other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$925,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as a 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 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 of the cost of the Project by the City will promote and further the purposes of the Enabling Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the Department's authority, 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 Enabling Ordinance as then in force.

(b) That upon receiving adequate assurance and evidence as to the existence of satisfactory arrangements for the purchase of the Bonds, 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 (i.e., the amounts to be paid by the Borrower and used by the City to pay the principal of and 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 and 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 he 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 and/or the trustee of a trust of which the Borrower is a beneficiary will enter into a "revenue agreement" (as defined in the Enabling Ordinance) with the City under the terms of which the Borrower and/or such trustee will obligate himself or itself to pay to the City sums sufficient in the aggregate to pay the principal of and redemption premium, if any, and interest on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the Department and the Borrower.

(c) That during the period beginning on the date of delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition of the Project or after payment of all costs of acquisition 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 the acquisition 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 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.

(d) 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 December 31, 1985 (or such other date as shall be mutually satisfactory to the Department and the Borrower), the City, the Department 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, instruments and proceedings referred to in paragraphs 2 and 3 hereof.

(b) All commitments of the Department under paragraph 2 hereof are further subject to the provisions of Section 103(n) of the Internal Revenue Code of 1954, as amended (the "Code"), which Section limits the aggregate principal amount of "private activity bonds" (as defined in the Code) which the City can issue in the calendar year 1985 and in each year thereafter. The Borrower acknowledges and agrees that the City may be required or, in its sole discretion, may choose to give priority in the calendar year 1985 to the issuance of bonds other than the Bonds to be issued on behalf of the Borrower in which event some or all of the Bonds may not be issued.

(c) All costs and expenses in connection with the financing, acquisition, improving and equipping of the Project, including the fees and expenses of counsel to the City and the Department, of bond counsel, and of any 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 or any extension thereof and the Bonds are not sold within such time, the Borrower agrees that he 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 them of their obligations hereunder, and will pay upon demand the fees and expense of bond counsel, 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 17th day of July, 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 \$925,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Steven Rosenmutter, or a trust of which he is the beneficiary (the "Borrower"), for the purpose of (i) acquiring a parcel of land approximately 100,889 square feet in size and the existing building located thereon containing approximately 113,306 square feet, said land and building being located at 1931 West 17th Street, Chicago, Illinois; (ii) rehabilitating said building and constructing additions thereto; and (iii) acquiring and installing certain equipment, furniture and furnishings in said building. All said facilities will be used by Fullerton Automotive Parts, Inc., an Illinois corporation, for use in its business of selling automotive parts to manufacturers for rebuilding.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under 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 holder 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 on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. 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, Chicago, Illinois 60602, until _____, 1985. Subsequent to the public hearing, the City Council and the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1985.

/s/

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

COMMITTEE ON EDUCATION.

APPOINTMENT OF MR. MICHAEL PENN AS MEMBER OF CHICAGO BOARD OF EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, August 27, 1985.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of July 9, 1985 (which was referred on July 9, 1985) appointing Mr. Michael Penn as a member of the Board of Education, for a term expiring April 30, 1989, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

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

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Mr. Michael Penn as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

APPOINTMENT OF MS. MATTIE HOPKINS AS MEMBER OF CHICAGO BOARD OF EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, August 27, 1985.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of July 9, 1985 (which was referred on July 9, 1985) appointing Ms. Mattie Hopkins as a member of the Board of Education, for a term expiring April 30, 1990, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

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

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Ms. Mattie Hopkins as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

APPROVAL GIVEN FOR ACQUISITION AND RECONVEYANCE OF PROPERTIES FOR URBAN HOMESTEADING PROGRAM.

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

CHICAGO, August 28, 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 August 7, 1985) to authorize the acquisition and reconveyance of H.U.D.-owned property for the Urban Homesteading Program identified by address in the Roseland area (see attached list made a part hereof). 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 said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 in 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.

List attached to this ordinance reads as follows:

ROSELAND

Address	Name	Ward
7203 South Winchester	Mary Ann Washington King	15

APPROVAL GIVEN FOR SALE OF PROPERTY LOCATED AT
1416-1434 AND 1441-1445 NORTH FAIRFIELD AVENUE,
TO BICKERDIKE REDEVELOPMENT CORPORATION.

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

CHICAGO, August 28, 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 April 18, 1985) to approve the sale of property located at Nos. 1416-1434 and 1441-1445 North Fairfield Avenue, to Bickerdike Redevelopment Corporation, a not-for-profit Illinois Corporation, for the price of \$25,000.00, 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 said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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, Department of Housing, pursuant to its purpose of encouraging housing in City neighborhoods has negotiated with Bickerdike Redevelopment Corporation for the sale of certain parcels of land located at 1416-1434 and 1441-1445 North Fairfield Avenue; and

WHEREAS, Bickerdike Redevelopment Corporation is an Illinois not-for-profit corporation and has obtained a preliminary commitment from the U.S. Department of Housing and Urban Development for housing assistance payments and mortgage insurance to build 140 units of housing for low and moderate income families; and

WHEREAS, Said certain parcels of land located at 1416-1434 and 1441-1445 North Fairfield Avenue which the City of Chicago, Department of Housing, is acquiring, are necessary for construction of 13 of the proposed 140 unit residential development; and

WHEREAS, Bickerdike Redevelopment Corporation has agreed to pay the sum of Twenty-five Thousand (\$25,000.00) Dollars for said parcels, which is the acquisition cost to be incurred by the Department of Housing; now, therefore,

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

SECTION 1. That the following described property to-wit: Lots 11 to 18 in Block 5 of H.M. Thompson's subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, Cook County Illinois, commonly known as 1416-1434 North Fairfield Avenue and Lots 41 and 42 in Block 6 of H.M. Thompson's subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, Cook County, Illinois, commonly known as 1441-1445 North Fairfield Avenue; and which property is vacant and is to be conveyed by deed to Bickerdike Redevelopment Corporation for a consideration of Twenty-Five Thousand (\$25,000.00) Dollars for the redevelopment of 13 residential units.

SECTION 2. That the Mayor is authorized to execute said deed of conveyance and the City Clerk to attest the same.

SECTION 3. That this ordinance be in full force and effect from and after the date of its passage.

AUTHORITY GRANTED TO APPROVE AMENDMENT NUMBER 12
TO LINCOLN PARK PROJECT I URBAN RENEWAL PLAN.

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

CHICAGO, August 28, 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 April 18, 1985) to approve Amendment No. 12 to the Lincoln Park Project I Urban Renewal Plan, approved by the Department of Urban Renewal by Resolution No. 85-DUR-18, adopted by the Department on March 26, 1985, 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 said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Lincoln Park Project I Urban Renewal Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted on March 26, 1985, approved Plan Amendment No. 12 to said Plan which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 12 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 12 to the Lincoln Park Project I Urban Renewal Plan, as amended, dated March 1985, incorporated herein by reference, having been duly considered is hereby approved.

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

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

APPROVAL GIVEN TO CONVEY CITY-OWNED PROPERTY AT WEST TOUHY AVENUE AND MOUNT PROSPECT ROAD TO COUNTY OF COOK.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Pursuant to a plan to widen Old Mount Prospect Road at the northeast corner of Touhy Avenue and Mount Prospect Road, the Department of Aviation has submitted a Deed of conveyance of a narrow strip of land consisting of 960 square feet from the City of Chicago to the County of Cook, and whereas the Department of Aviation considers said widening to be of benefit to the City of Chicago, Department of Aviation; now, therefore,

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

SECTION 1. A warranty deed, substantially in the form attached hereto and made a part hereof by reference, conveying a strip of land to the County of Cook is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute said deed and the City Clerk to attest the same.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED FOR ACQUISITION OF PROPERTY
FOR HOWARD-DAN RYAN TRANSIT IMPROVEMENT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council has by ordinance adopted April 13, 1984, authorized the Commissioner of Public Works to negotiate for the acquisition of property necessary for improving the Howard-Dan Ryan Rapid Transit Rail System; and

WHEREAS, Pursuant thereto the Commissioner has negotiated the purchase of the property described below; and

WHEREAS, The Commissioner of Public Works has submitted the terms of said negotiation together with an appraisal of the fair compensation for said property to this Body for its approval; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use the property commonly identified as 7500 North Ashland Avenue and legally described below.

SECTION 2. It is further determined that the negotiated price of \$10,835.00 is being approved and the Corporation Counsel is authorized to consummate the purchase of said property.

Legal Description

Parcel 5

The Southwesterly 8 feet of Lot 14 in Knap's Birchwood Addition to Roger's Park, being a Subdivision of the East 4 acres of that part of the Southeast fractional quarter (except railroad right-of-way) of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying North of the Indian Boundary Line, except streets heretofore dedicated, in Cook County,

Parcel 5 Temporary Easement

Lot 14 (except the Southwesterly 8 feet thereof) and that part of Lot 13 lying Southwesterly of a line 38 feet Northeasterly of and parallel to the Southwesterly line of Lot 14 in Knap's Birchwood Addition to Roger's Park, being a Subdivision of the East 4 acres of that part of the Southeast fractional quarter (except railroad right-of-way) of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying North of the Indian Boundary Line. Except streets heretofore dedicated, in Cook County, Illinois.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED FOR CITY TO EXERCISE HOME RULE
POWERS IN SALE OF CITY-OWNED PROPERTIES TO
PUBLIC BUILDING COMMISSION OF CHICAGO.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That pursuant to the power and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of the

vacant parcels of real properties described herein, which is owned by the City of Chicago, to the Public Building Commission of Chicago a Municipal Corporation, Richard J. Daley Center, Room 705, Chicago, Illinois 60602.

R.E.: SCCC No. 17 and SCCC No. 20 Amount: \$10,500.00
ADDRESS: 9225-9227 South Houston Avenue Permanent Tax Nos. 26-06-411-010 and 011

Legal Description

Lots 42 and 43 in Block 85 in South Chicago, a Subdivision by the Calumet and Chicago Canal and Dock Co. of the East 1/2 of the West 1/2 and parts of the East Fractional 1/2 of Fractional Section 6, North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern R.R., and Fractional Section 5, North of the Indian Boundary Line, all in Township-37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

R.E.: SCCC Nos. 18 and 19 Amount: \$10,400.00
ADDRESS: 3061-3063 East 92nd Street Permanent Tax Nos. 26-06-411-005 and 006

Legal Description

Lots 2 and 3 (except the West 6 inches of Lot 3) in Block 85 in South Chicago a Subdivision by the Calumet and Chicago Canal and Dock Company of the East 1/2 of the West 1/2 and parts of the East Fractional 1/2 of Fraction Section 6, North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern R.E., and Fractional Section 5, North of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois

R.E.: SCCC No. 21 Amount: \$5,250.00
ADDRESS: 3067 East 92nd Street Permanent Tax No. 26-06-411-007

Legal Description

Lots 1 in Block 85 in South Chicago, a Subdivision by the Calumet and Chicago Canal and Dock Co. of the East 1/2 of the West 1/2 and parts of the East Fractional 1/2 of Fractional Section 6, North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern R.R., and Fractional Section 5, North of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcels of real properties to the Public Building Commission of Chicago a Municipal Corporation, Richard

J. Daley Center, Room 705, Chicago, Illinois 60602, with the City Clerk attesting to said conveyances.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AMENDMENT OF ORDINANCE RELATING TO RANDOLPH
STREET PEDESTRIANWAY PROJECT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago by Ordinance ("Ordinance") passed May 15, 1985 authorized the Commissioner of Public Works to enter into and execute an Agreement relating to the Pedway project; and

WHEREAS, The Ordinance requires amendment in order to reflect all of the parties to the aforesaid authorized Agreement; now, therefore,

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

SECTION 1. The Ordinance passed by City Council on May 15, 1985 (and appearing in C.J. pp. 16168-16177), is hereby amended as follows:

SECTION 2. Section 1 of the Ordinance is amended by deleting "Commercial Retail Specialists, Inc. substantially in the form and attached hereto", and substituting in its place "American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 21, 1985 and known as Trust Number 63352, the sole beneficiary of which is the 139-41 N. Wabash Limited Partnership, and its agent, Commercial Retail Specialists, Inc., substantially in the form attached thereto."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

BID REJECTED AND CITY COMPTROLLER AUTHORIZED TO
RE-ADVERTISE FOR SALE PARCEL OF CITY-OWNED
PROPERTY AT 9330 SOUTH COTTAGE
GROVE AVENUE.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City of Chicago hereby rejects the bid of Melvin L. Jenkins, 9348 South Cottage Grove Avenue, Chicago, Illinois to purchase for the sum of \$5,050.00, the City-owned vacant property, previously advertised pursuant to Council Authority passed November 23, 1983, page 3591.

SECTION 2. This parcel was forfeited due to Mr. Jenkins' failure to close within the time called for in the bid materials.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 in Block 1 in Burnside, a Subdivision of the South East Quarter of the South East Quarter of Section 3; and part of the South West Quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass five proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations:

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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):

2439 West Arthington Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Maximiano Brambila and Francisca Brambila, his wife, as joint tenants with right to survivorship, 2441 West Arthington Street, Chicago, Illinois to purchase for the sum of \$2,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 6, 1984, pages 8574-8575 described as follows:

Lot 22 in Block 1 in S. W. Rawson's Subdivision of the East half of the Southeast quarter of the Southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2439 West Arthington Street, Permanent Tax No. 16-13-420-009).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$260.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3151 South Canal Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Salvatore Salvato, 3628 South Union Avenue, Chicago, Illinois 60609 to purchase for the sum of \$18,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, pages 5065-5066 described as follows:

Lot 26 in Block 1 in Albert Crane's Subdivision of the North 1/2 of Block 5 in Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3151 South Canal Street, Permanent Tax No. 17-33-107-019).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,810.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3517 West Cortland Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Miguel A. Garay and Blanca A. Garay, his wife, as joint tenants with right to survivorship, 3515 West Cortland Street, Chicago, Illinois, 60647 to purchase for the sum of \$3,700.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, page 11220 described as follows:

Lot 7 and East 1/2 of Lot 8 in Block 8 Subdivision of Blocks 4 through 9 Edward Simon's Subdivision Southeast 1/4 in Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3517 West Cortland Street, Permanent Tax No. 13-35- 407-006).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$370.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2974 North Milwaukee Avenue/3616 West Oakdale Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Park National Bank of Chicago, 2958 North Milwaukee Avenue, Chicago, Illinois 60618 to purchase for the sum of \$60,000.00, the City-owned Parking Site No. 68, previously advertised, pursuant to Council authority passed April 18, 1985, pages 15156-15157 described as follows:

Lot 1, Lot 4 except the West 16 feet thereof and Lots 5 to 9, both inclusive in Dawson's Subdivision of Lot 9 in the Subdivision by John Davlin and others of the N.W. 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian,

excepting that part of said Lot 2 described as follows-to wit; beginning at the S.E. corner of said Lot 2; thence North along East line of said Lot, 4.53 chains, thence S. 1 degree .50W. 4.54 chains to the South line of said Lot; thence East 15.06 links, to the place of beginning, also that part of Lot 1, in Dawson's Subdivision of Lot 9 aforesaid described as follows, to wit' beginning at a point in the West line of said Lot 1, 4.53 chains North of the S.W. corner thereof; thence North along the said West line 4.03 chains more or less to the N.W. Corner of said Lot; thence S. Easterly along the Northerly line of said Lot, (being the southerly line of Milwaukee Ave.) 15.06 links; thence South 1 degree .50 West to the place of beginning; together with the southerly half of the Easterly-Westerly vacated 16-foot alley lying Southerly of Lots 1, 2 and 3; lying northerly of the northerly line of Lots 4 to 9, both inclusive; lying westerly of a line drawn from the Southeast corner of Lot 1 to the Northeast corner of Lot 9 and lying easterly of the northwesterly line of Lot 3 extended south-westerly and the east line of the West 16 feet of Lot 4 extended north; together with the northerly half of the easterly westerly vacated 16-foot alley lying southerly of Lot 1; lying northerly of Lots 6 to 9 both inclusive; lying westerly of line drawn from the Southeast corner of Lot 1 to the southeasterly corner of Lot 9; and lying easterly of the Southerly extension of the westerly line of Lot 1 to the center line of said vacated alley all in Dawson's Subdivision of Lot 9 as aforesaid in Cook County, Illinois (commonly known as 2974 North Milwaukee Avenue/3616 West Oakdale Avenue, Parking Site No. 68).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2661 West Wilcox Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Landmark Mission Baptist Church, an Illinois not-for-profit corporation, 2700 West Wilcox Street, Chicago, Illinois 60612 to purchase for the sum of \$2,400.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, pages 3614-3615 described as follows:

Lot 1 in the Subdivision by George W. Rust of Lots 12, 13, 16, 17 and Lot 20 (except the East 67 feet) in Block 2 in Rockwell's Addition to Chicago in the Northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2661 West Wilcox Street, Permanent Tax No. 16-13-209-001).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$240.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR
SALE BOARD OF EDUCATION PROPERTY
AT 4500 NORTH BEACON STREET/1338
WEST SUNNYSIDE AVENUE.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 12, 1985, by a vote of not less than two-thirds the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 12, 1985, by a vote of not less than two-thirds of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

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

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

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

Lot 252 in Sheridan Drive Subdivision in the Northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

also

The South 10 feet of Lot 251 in the resubdivision of Lots 249, 250, and 251 in Sheridan Drive Subdivision, aforesaid

which property is vacant with 55.0 feet on North Beacon Avenue and 150.0 feet on West Sunnyside Avenue and has an area of approximately 8,250 square feet/0.189 acres of vacant land not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

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

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

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR SALE
PARCELS OF CITY-OWNED PROPERTY AT SUNDRY
LOCATIONS.

The Committee on Land Acquisition and Disposition submitted eight proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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):

2296 North Clybourn Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lot 11 in Sub Block 3 North Branch Distilling Co.'s Subdivision of the West 1/2 of Block 15 with Sub Block 5 of the East 1/2 of Block 15 in Sheffield's Add'n. to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2296 North Clybourn Avenue, Permanent Tax No. 14-32-107-088).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

5208-5210 South Dr. Martin Luther King, Jr. Drive.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 40 feet 6 inches of Lot 2 and the North 20 feet of Lot 3 in Block 1 in Jennings' Subdivision of part of Jennings & Moffat's Subdivision of the South 60 Acres of that East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 5208-5210 South King Drive., Permanent Tax No. 20-10-306-036).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

526 North Laramie Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lots 34 and 35 in Block 2 in Steven's Addition to Chicago, a Subdivision of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 39 North, Range

13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 526 North Laramie Avenue, Permanent Tax Nos. 16-09-120-033 and 034).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

550 West 44th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 26 in Block 5 in Heintz Subdivision being 24 acres East and adjoining the West 10 acres of the North half of the North half of the Southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 550 West 44th Street, Permanent Tax No. 20-04-307-025).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

2744 West Harrison Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Subdivision of Lots 2, 3, and 6 in Block 4 in Rockwell's Add'n. to Chicago in the South 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2744 West Harrison Street, Permanent Tax No. 16-13-235-028).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

5403 South Marshfield Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 45 in Block 1 in Elizabeth Galvin's Subdivision of Southeast 1/4 of Southeast 1/4 of Southeast 1/4 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5403 South Marshfield Avenue, Permanent Tax No. 20-07-431-002).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

2936 West Roosevelt Road.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 and Lot 2 (except the West 10 1/2 inches of Lot 2) in J. E. Henneberry's Subdivision of Block 28 in Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2936 West Roosevelt Road, Permanent Tax No. 16-13-328-036).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

1314-1316 West 79th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21 and 22 in William Esch & Calus F. P. Korsell's Resubdivision, being a Subdivision of E. P. Griswold's Subdivision of Block 36 in the Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known 1314-1316 West 79th Street, Permanent Tax No. 20-29-321-039).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

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

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

COMMITTEE ON LOCAL TRANSPORTATION.

AUTHORITY GRANTED FOR ESTABLISHMENT OF TAXICAB STAND 560 ON NORTH BROADWAY.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 9, 1985.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 26, 1985) for the establishment of Taxicab Stand No. 560 on North Broadway, along the east curb, from a point 20 feet north of the lot line of W. Lawrence Avenue to a point 20 feet north thereof--1 vehicle, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by the majority members of the committee.

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

On motion of Alderman Marzullo, the said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 560

On North Broadway, along the east curb from a point 20 feet north of the lot line of West Lawrence Avenue to a point 20 feet north thereof, 1 cab.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after it's passage.

AUTHORITY GRANTED FOR ESTABLISHMENT OF TAXICAB STAND
561 ON NORTH MILWAUKEE AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 9, 1985.

To the President and Members of the City Council:

Your Committee on Local Transportation to which was referred a proposed ordinance for the establishment of Taxicab Stand No. 561 along the east curb of N. Milwaukee Avenue at 4855 (CTA terminal) starting at a point 20 feet south of the north driveway to a point 70 feet south thereof -- 3 vehicles, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

On motion of Alderman Marzullo, the said 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 561

Along the east curb of Milwaukee Avenue at 4855 North Milwaukee Avenue (CTA terminal) starting at a point 20 feet south of north driveway to a point 70 feet thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred March 20, June 26, and July 9, 1985, seven proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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):

Grant to Avis Commercial Anodizing.

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

SECTION 1. Permission and authority are hereby given and granted to Avis Commercial Anodizing upon the terms and subject to the conditions of this ordinance to maintain and use a sample basin, with steel locking ring as specified by City Code, thirty-six (36) inches in diameter, eight (8) feet in depth, with top being flush with surface of public sidewalk located one (1) foot from building line of premises 522 N. Western Avenue. Purpose of same is to allow the inspection of the discharge into the public sewer system from the above mentioned company on a 24 hour basis. Authority herein granted for a period of five (5) years from and after July 8, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage

shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Commonwealth Edison Company.

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

SECTION 1. Permission and authority are hereby given and granted to Commonwealth Edison Company, upon the terms and subject to the conditions of this ordinance to maintain and use two (2) retaining walls to retain above mentioned Companys' property at its present grade elevation, varying in height from one foot four inches (1'4") to one foot six inches (1'6") and varying in width from two feet eight inches (2'8") to three feet one inch (3'1") with the base of said walls located two (2) feet below grade at this location. Retaining wall No. 1 runs on and along the sidewalk south of W. Congress Parkway between S. Maplewood Avenue and the Chicago and Northwestern Railroad tracks a distance of ninety-seven (97) feet. Retaining wall No. 2 runs on and along sidewalk on north side of W. Harrison Street, also between W. Maplewood Avenue and the right-of-way of the Chicago and Northwestern Railroad Company at a distance of ninety-seven (97) feet. The authority herein granted is for a period of five (5) years from and after July 7, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an

amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Eastgate International, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Eastgate International, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use a freight elevator approximately five (5) feet in length, four (4) feet in width and will be lowered to a depth of eleven (11) feet, on the west line of N. St. Clair St. approximately forty (40) feet north of north line of E. Ontario St., adjoining premises 162 E. Ontario St.; for a period of five (5) years from and after September 24, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an

amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Metropolitan Fair and Exposition Authority.

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Fair and Exposition Authority to construct, maintain and use a pedestrian walkway over and under the public-way on South Lake Shore Drive along the North edge and parallel to the 23rd Street bridge. Said pedestrian walkway shall connect McCormick Place with the proposed expansion facility west of South bound Lake Shore Drive. Partial tunnelling shall be required below the Lake Shore Drive median ramps. Said walkway shall start at the proposed expansion facility and extend easterly along E. 23rd Street for a distance of

one hundred and thirty-one (131) feet. At this point the walkway shall extend under the median ramp for a distance of one hundred fifty-five (155) feet, and then proceed above grade for an additional distance of one hundred and twelve (112) feet connecting with McCormick Place. The height of said walkway shall be approximately thirteen (13) feet in height with a width of twenty-three (23) feet above grade and approximately twenty-five (25) feet below grade; from and after date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Six Hundred Thirty-nine and no/100 Dollars (\$3,639.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration.

The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Michael Kranicke.

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

SECTION 1. Permission and authority are hereby given and granted to Michael Kranicke upon the terms and subject to the conditions of this ordinance to occupy a portion of the sub-surface space under the public-way at the southeast corner of East Randolph Street and North Michigan Avenue. Said sub-surface space shall be approximately twenty-three (23) feet in length extending in a northerly direction from the south line of E. Randolph Street and twenty-seven (27) feet in width extending in westerly direction from the west line of N. Michigan Avenue, approximately six hundred twenty-one (621) square feet, depth from street grade to lowest portion for sub-surface space is approximately fourteen (14) feet. Authority herein granted for a period of (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Forty-two and no/100 Dollars (\$1,242.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any

public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to 3611 Building Account.

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

SECTION 1. Permission and authority are hereby given and granted to 3611 Building Account upon the terms and subject to the conditions of this ordinance to maintain and use as now installed two (2) tile conduits encased in concrete one (1) foot eight (8) inches in width and two (2) feet two (2) inches in height under and across the e/w alley, used for the transmission of steam and electricity from the premises 2216 S. Central to 3611 W. Cermak; for a period of five (5) years from and after May 15, 1985.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or

maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Northwest Hospital, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Northwest Hospital, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use two (2) conduits under and across W. Addison Street at a point 151 feet west of west line of N. Central Ave. Also under and across a sixteen (16) foot public alley at a point eighty (80) feet north of north line of W. Addison St. Said conduits placed at a depth of not less than three (3) feet below street and alley grade, connecting main hospital bldg at 5645 W. Addison to bldg at 5644 W. Addison St.; for a period of five (5) years from and after June 17, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Thirty- two and no/100 Dollars (\$232.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys to which had been referred on March 20, 27, May 15, June 26 and July 9, 1985, twenty-one proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

Grant to Robert T. Baker: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Robert T. Baker to maintain and use 2 existing canopies over the public right of way in W. Belmont Avenue attached to the building or structure located at 6259 W. Belmont Avenue for a period of three (3) years from and after March 1, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 73 and 25 feet respectively in length, nor 3 and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Forty-eight and no/100 Dollars (\$148.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Central Steel and Wire Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Central Steel and Wire Co., to maintain and use an existing canopy over the public right of way in

W. 51st Street attached to the building or structure located at 2944 W. 51st Street for a period of three (3) years from and after September 19, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 29 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-four and no/100 Dollars (\$54.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Chicago Market Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Market Company to maintain and use an existing canopy over the public right of way in W. Fulton Market attached to the building or structure located at 1101 W. Fulton Market for a period of three (3) years from and after July 5, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 122 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Forty-seven and no/100 Dollars (\$147.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Citicorp Savings of Illinois: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Citicorp Savings of Illinois to maintain and use an existing canopy over the public right of way in W. 47th Street attached to the building or structure located at 1751 W. 47th Street for a period of three (3) years from and after December 10, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to City Properties Corporation: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to City Properties Corporation to construct, maintain and use six (6) canopies over the public right-of-way in W. Ontario Street attached to the building or structure located at 222 W. Ontario Street for a period of three (3) years from and after September 14, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred and no/100 Dollars (\$300.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Commonwealth Edison Company: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Commonwealth Edison Company to maintain and use existing canopies over the public right-of-way in West Adams Street attached to the building or structure located at 72 West Adams Street for a period of three (3) years from and after July 5, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 185 feet, 196 feet and 6 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Four Hundred Eighty-one and no/100 Dollars (\$481.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Cosmopolitan National Bank, U/T 18135: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to the Cosmopolitan National Bank, U/T 18135 to construct, maintain and use five (5) canopies over the public right-of-way in N. Wells Street and Chicago Avenue attached to the building or structure located at 800 N. Wells Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 1 @ 11 feet, 1 @ 22 feet, 1 @ 9 feet and 2 @ 14 feet respectively in length, nor all @ 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or

deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Sal Gadd., Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sal Gadd, Inc., to maintain and use a canopy over the public right-of-way in N. Wells Street attached to the building or structure located at 541 N. Wells Street for a period of three (3) years from and after August 2, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 22 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Henrotin Hospital: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Henrotin Hospital to maintain and use a canopy over the public right-of-way in N. Clark Street attached to the building or structure located at 920 N. Clark Street for a period of three (3) years from and after August 10, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Herman's Sporting Goods, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Herman's Sporting Goods, Inc. to maintain and use an existing canopy over the public right of way in E. Chicago Avenue attached to the building or structure located at 111 E. Chicago Avenue for a period of three (3) years from and after August 1, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per

annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Inland Property Management: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Inland Property Management to maintain and use two (2) existing canopies over the public right of way in W. Wrightwood Avenue attached to the building or structure located at 451 W. Wrightwood Avenue for a period of three (3) years from and after June 22, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 8 and 8 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to La Salle National Bank, U/T No. 34100: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to La Salle National Bank, U/T No. 34100 to maintain and use an existing canopy over the public right of way in W. Montrose Avenue attached to the building or structure located at 846 W. Montrose Avenue for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to La Salle National Bank, U/T No. 40940: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to La Salle National Bank, U/T 40940 to maintain and use three (3) canopies over the public right of way in Pearson and Chestnut Streets attached to the building or structure located at 835-

845 N. Michigan Avenue for a period of three (3) years from and after November 13, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 93, feet 94 feet and 63 feet respectively in length, nor 13 feet and 14 feet respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred Twenty- five and no/100 Dollars (\$325.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Les Parfums Shoppe: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Les Parfums Shoppe to maintain and use an existing canopy over the public right of way in N. Broadway attached to the building or structure located at 3017 N. Broadway for a period of three (3) years from and after June 22, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Nyberg, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nyberg, Inc. to maintain and use an existing canopy over the public right of way in W. Chicago Avenue attached to the building or structure located at 4820 W. Chicago Avenue for a period of three (3) years from and after June 21, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Raul Pinon: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Raul Pinon to maintain and use a canopy over the public right of way in E. Ontario Street attached to the building or structure located at 146 E. Ontario Street for a period of three (3) years from and after March 14, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Jerry Porter: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jerry Porter to maintain and use an existing canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at 1939 N. Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Viceroy Hotel Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Viceroy Hotel Corporation to maintain and use an existing canopy over the public right of way in W. Warren Avenue attached to the building or structure located at 1519 W. Warren Avenue for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Water Tower Enterprises: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Water Tower Enterprises to maintain and use a canopy over the public right of way in E. Chicago Avenue attached to the building or structure located at 115 E. Chicago Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 23 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to F. W. Woolworth Company: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to F. W. Woolworth Co., to maintain and use (2) existing canopies over the public right of way in S. Commercial Avenue attached to the building or structure located at 9046-9058 S. Commercial Avenue for a period of three (3) years from and after June 11, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 20 feet and 5 feet respectively in length, nor 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Younger Gallery, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Younger Gallery, Inc., d/b/a The Great Frame Up to construct, maintain and use a canopy over the public right of way in E. 53rd Street attached to the building or structure located at 1428 E. 53rd Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by

the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 79 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Four and no/100 Dollars (\$104.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

AUTHORITY GRANTED FOR VACATION OF PUBLIC ALLEY IN
AREA BOUNDED BY WEST 15th PLACE, WEST
16th STREET, SOUTH WASHTENAW AVENUE
AND SOUTH ROCKWELL STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley dedicated by plat recorded May 14, 1959, as Document No. 17536792 and described as follows:

The east 16 feet of the west 17 feet of Lot 43 in Pope's Subdivision of Lots 1, 2, 3, 4, 10, 11, 12 and 13, all in Block 8 in Cook and Anderson's Subdivision of the west 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

also

that part of the east-west 16-foot public alley lying south of the south line of Lots 24 and 33, both inclusive; lying north of the north line of Lots 34 and 43, both inclusive; lying east of a line drawn from the southwest corner of Lot 33 to the northwest corner of Lot 34; and lying west of a line drawn from the northwest corner of Lot 44 to the southwest corner of Lot 23, all in Pope's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as all of the north-south 16-foot public alley and all of the remaining east-west 16-foot public alley in the block bounded by W. 15th Place, W. 16th Street, S. Washtenaw Avenue, and S. Rockwell Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Joseph T. Ryerson and Son, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley and part of the public alley hereby vacated, the sum of Thirteen Thousand Seven Hundred and no/100 Dollars (\$13,700.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alley and part of public alley hereby vacated, similar to the sidewalk and curb in S. Washtenaw Avenue and W. 16th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Joseph T. Ryerson and Son, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED TO VACATE PUBLIC ALLEYS IN AREA
BOUNDED BY WEST ONTARIO STREET, NORTH CLARK
STREET, WEST OHIO STREET, AND NORTH
LA SALLE DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of public alley and part of public alleys described in the following ordinance; now therefore,

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

SECTION 1. That all that part of the north-south 10 foot public alley lying east of the east line of Lots 18, 19, and 20; lying west of the west line of Lot 21; lying south of a line drawn from the northeast corner of Lot 20 to the northwest corner of Lot 21; and lying north of the eastwardly extension of the south line of Lot 18 all in

Subdivision of Block 19 in Wolcott's Addition to Chicago in the E. 1/2 of the N.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

also

all that part of the north-south 10 foot public alley lying west of the west line of Lots 1 to 5, both inclusive, in Subdivision of Block 19 aforementioned; lying west of the west line of Lots 1 to 4, both inclusive, in

Subdivision of Lots 6, 7, and 8 and the South 1 foot of Lot 5 in subdivision of Block 19 aforementioned;

lying east of the east line of Lots 9 and 24 and east of a line drawn from the northeast corner of Lot 9 to the southeast corner of Lot 24 in Subdivision of Block 19 aforementioned; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 24 in Subdivision of Block 19 aforementioned; and lying north of a line drawn from the southeast corner of Lot 9 in Subdivision of Block 19 aforementioned, to the southwest corner of Lot 1 in Subdivision of Lots 6, 7, and 8 and the south 1 foot of Lot 5 aforementioned;

also

all that part of the east-west public alley lying north of the north line of Lots 9 and 10; lying south of the south line of Lots 23 and 24; lying west of a line drawn from the northeast corner of Lot 9 to the southeast corner of Lot 24; and lying east of a line drawn from the northwest corner of Lot 10 to the southwest corner of Lot 23 all in Subdivision of Block 19 aforementioned; said public alley and part of public alleys herein vacated being further described as all of the first north-south 10 foot public alley west of N. Clark Street; the north 81 feet, more or less, of the first north-south 10 foot public alley east of N. La Salle Drive; and the east 49.85 feet, more or less, of the east-west public alley in the block bounded by W. Ontario Street, W. Ohio Street, N. La Salle Drive, and N. Clark Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City hereby reserves an easement for ingress and egress over and across all of the north 81 feet of the first north-south 10 foot public alley east of N. La Salle Drive and herein vacated.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, McDonald's Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley and part of public alleys hereby vacated, the sum of Three Hundred Thousand and no/100 dollars (\$300,000.00), which such in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing, paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in W. Ontario Street and W. Ohio Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED TO VACATE PUBLIC ALLEY BOUNDED BY
WEST 18TH STREET, WEST 19TH STREET, WEST PEORIA
STREET AND SOUTH HALSTED STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 14 foot public alley lying east of the east line of Lots 33 to 40, both inclusive; lying west of the west line of Lot 41; lying south of the north line of said Lot 33 produced east to the west line of said Lot 41; and lying north of a line drawn from the southeast corner of said Lot 40 to the southwest corner of said Lot 41 all in

Walsh's Subdivision of Block 4, Walsh and McMullen's Subdivision of the S. 3/4 of the S.E. 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the south 200.00 feet, more or less, of the first north-south 14 foot public alley east of S. Peoria Street in the block bounded by W. 18th Street, W. 19th Street, S. Peoria Street, and S. Halsted Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Walter H. Gerk, Thomasina C. Lake and John and Annelies Podmajersky, his wife, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of Five Thousand Four Hundred Thirteen and no/100 Dollars (\$5,413.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in W. 19th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Walter H. Gerk, Thomasina C. Lake and John Podmajersky and Annelies Podmerjersky, his wife, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

TIME EXTENSION ORDINANCE AMENDED FOR VACATION OF
NORTH WEST WATER STREET BETWEEN WEST
RANDOLPH STREET AND WEST
WASHINGTON STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The Time Extension Ordinance passed by the City Council December 28, 1983 (C.J. pp. 4418 and 4419), providing for the vacation of that part of N. West Water Street between W. Randolph Street and W. Washington Street was not recorded within the required time period; and

WHEREAS, The City of Chicago, the Metropolitan Sanitary District and Riverside Park Ltd. require an additional three (3) months in order to complete the negotiations for the transfer of deeds for the property to be used for a City riverfront park and for the property needed for the Metropolitan Sanitary District Instream Aeration Facility Site; now, therefore,

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

SECTION 1. That the ordinance as passed on December 28, 1983, as printed in the Journal of Proceedings on said date, pages 4418 and 4419, providing for "Vacation of Portion of N. West Water Street between W. Randolph Street and W. Washington Street" and amended by ordinance passed June 12, 1985, to extend the time period to twenty-one (21) months be and the same is hereby further amended by striking "six (6) months" appearing in Sections 3 and 4 of said ordinance of December 28, 1983, and substituting in lieu thereof "twenty-four (24) months." Said ordinance is further amended by striking "easement for ingress and egress" appearing in Section 2 line four (4) and inserting in lieu thereof "easement for public ingress and egress."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

[Drawings omitted for printing purposes.]

PEDDLING PROHIBITED IN AREA BOUNDED BY SOUTH
STATE STREET, EAST 103RD STREET, SOUTH
MARYLAND AVENUE, AND EAST
111TH STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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

SECTION 1. That pursuant to Section 160-13 of the Municipal Code of Chicago, peddling is hereby prohibited in the area bounded by S. State Street, E. 103rd Street, S. Maryland Avenue, and E. 111th Street.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED TO RENAME PORTION OF DEARBORN STREET
TO "DEARBORN PARKWAY".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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

SECTION 1. That Dearborn Street from Nos. 1200 North to Nos. 1600 North be renamed Dearborn Parkway.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO GRANT
PERMISSION FOR INSTALLATION OF PLANTERS ON
PORTIONS OF RACINE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to granting permission to Jerry Lasky/The Hunt Club, 1983 N. Clybourn Avenue, for the maintenance and installation of eight planters in the 1900 block of N. Racine Avenue (adjacent to The Hunt Club), subject to specified provisions and conditions.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED FOR CONSTRUCTION OF CURB-
ATTACHED SIDEWALKS AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the construction of curb-attached sidewalks at the following locations:

S. Nashville Avenue (east side) south of W. 59th Street and north of the Indiana Harbor Belt Railroad right of way;

S. Neenah Avenue (both sides) south of W. 59th Street and north of the Indiana Harbor Belt Railroad right of way;

S. Natchez Avenue (both sides) south of W. 59th Street and north of the Indiana Harbor Belt Railroad right of way;

S. Nagle Avenue (both sides) south of W. 59th Street and north of the Indiana Harbor Belt Railroad right of way;

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO GRANT
PERMISSION FOR INSTALLATION OF PLANTERS AT
2325 EAST 71ST STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Urban Services Realty and Management Group, Inc. for the installation of five concrete planters in the public way of the premises located at No. 2325 E. 71st Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED FOR INSTALLATION OF "BRICK" PARKWAYS
AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the replacement of the parkway grass with a permanent installation of "Brick" at 2935 to 2951 N. Sheffield Avenue and 946 to 948 W. Oakdale Avenue, cost to be assumed by the Heather Oaks Condominium Association (Susan Dowd).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

AUTHORITY GRANTED FOR INSTALLATION OF IDENTIFICATION
PYLON AT 333 EAST ONTARIO STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to McClurg Court Center, 333 E. Ontario Street, Chicago, Illinois 60611, to erect and install an identification pylon at the entrance to the building located at 333 E. Ontario Street, subject to the approval of plans upon the payment of fees, without compensation, and on the condition that the adjoining property owner shall assume full responsibility for the maintenance and repair, and shall indemnify, ensure and hold harmless the City of Chicago from all liability.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, August 28, 1985.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on May 15, June 26, July 9, and August 7, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6, Commercial Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

a line 237.78 feet south of West Harrison Street; the alley next east of and parallel to South Wells Street; a line 357.42 feet south of West Harrison Street; and South Wells Street,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential Planned Development printed on pages 19927
through 19930 of this Journal]

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

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

NET SITE SQ. FEET	AREA ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERED
12,210	0.28	84 Residential dwellings and related uses	7.21	100%

GROSS SITE AREA = NET SITE AREA + AREA REMAINING IN PUBLIC RIGHT OF WAY
20,244.69 square feet (0.46 acres) = 12,210 square feet (0.28 acres)
+ 8,034.69 square feet (0.18)

OFF STREET PARKING
0 Parking Spaces
0 Loading Docks

MAXIMUM HEIGHT:
102.9 feet

MAXIMUM FLOOR AREA RATIO:
7.21

SET BACKS AND SITE COVERAGE
0 set backs
100% site coverage

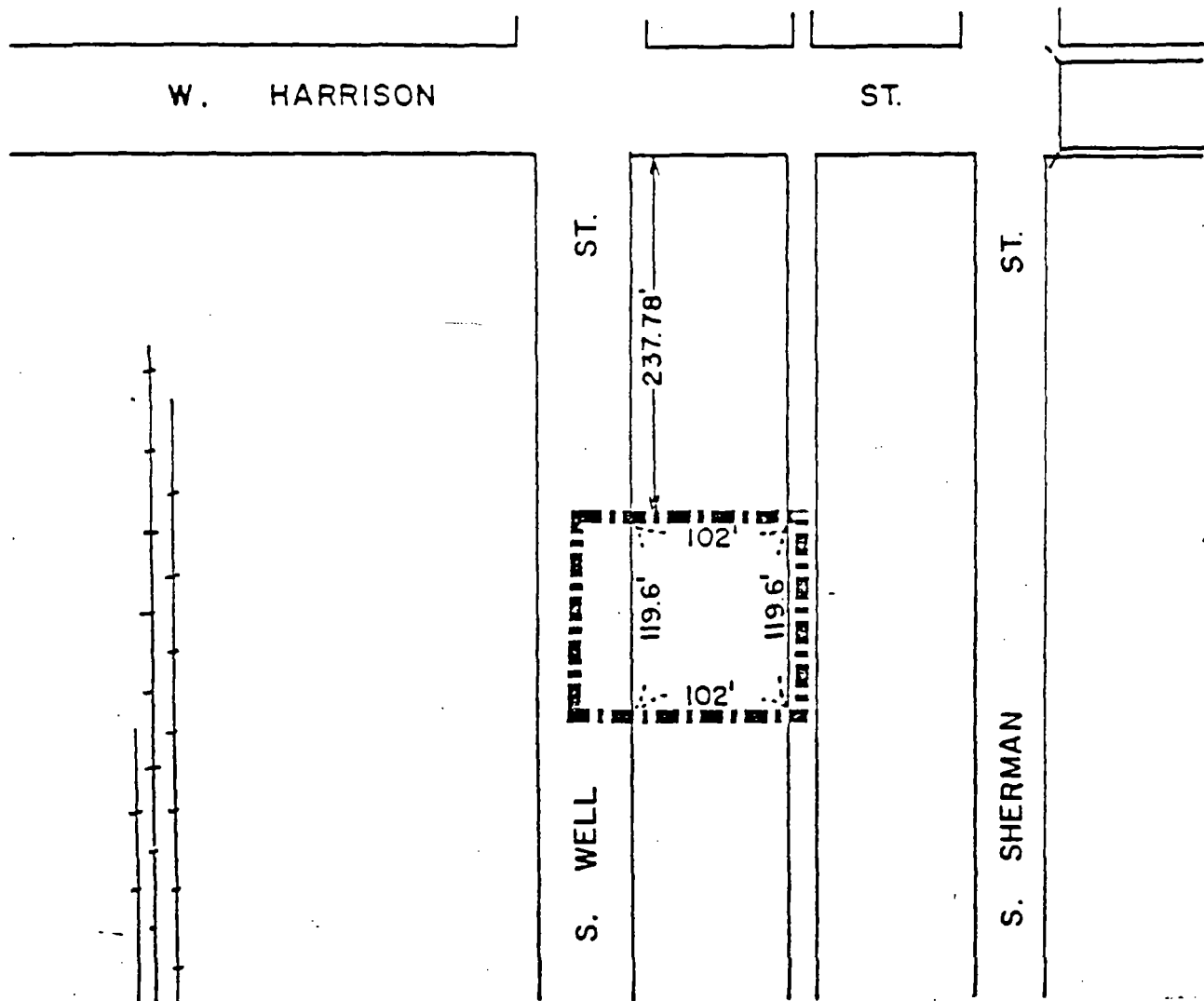
TYPE OF RESIDENTIAL UNITS:
Dwelling units: 84

APPLICANT: Wells Historic Associates , a Pennsylvania Limited Partnership

ADDRESS: 30 South Front Street
Philadelphia, PA 19106

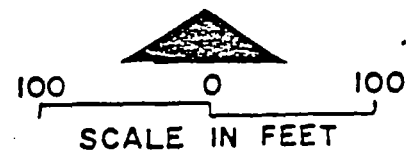
DATE: June 25, 1985

RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



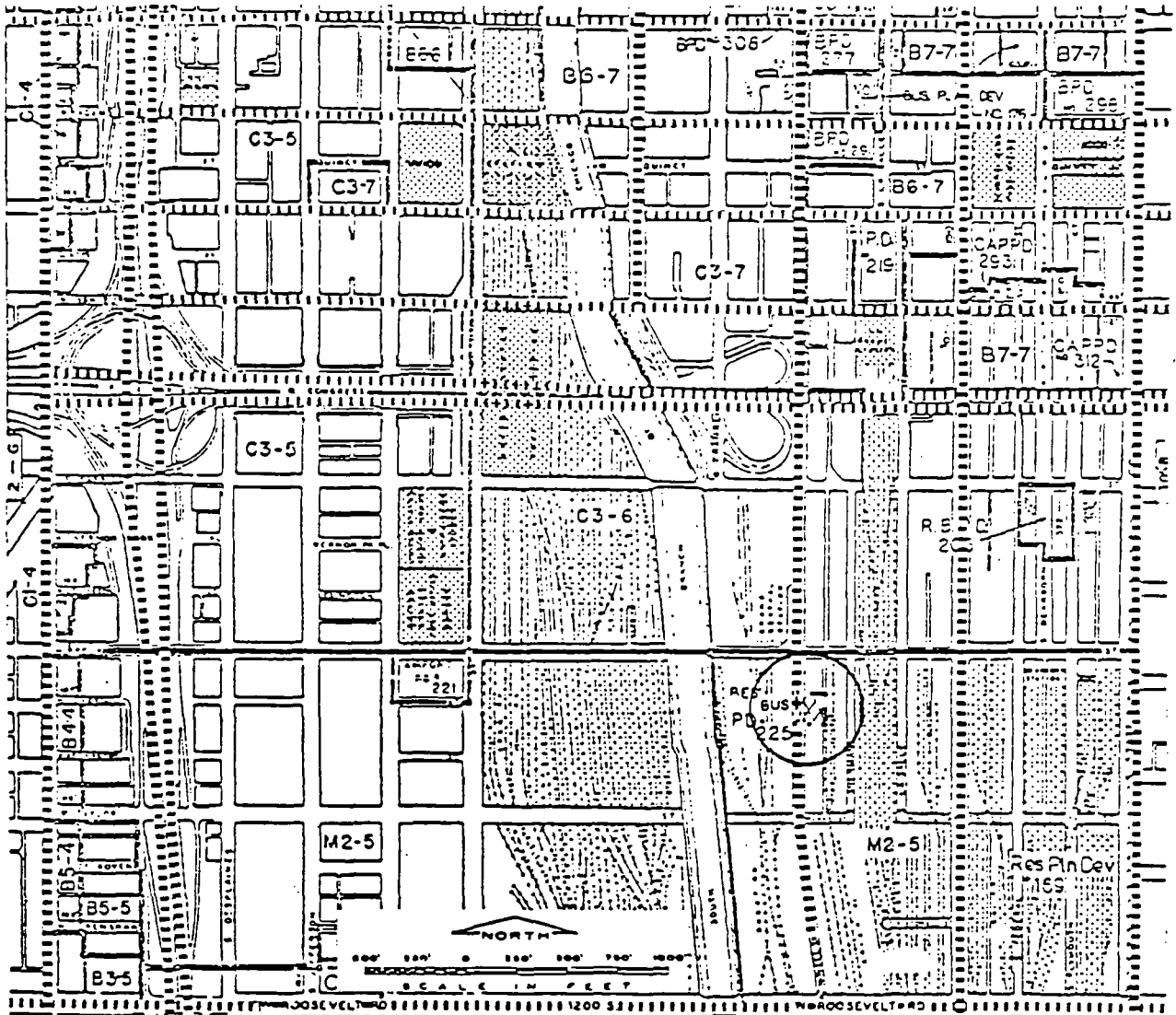
LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

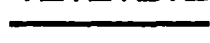


APPLICANT: WELLS HISTORIC ASSOCIATES
DATE: JUNE 25, 1985

RESIDENTIAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



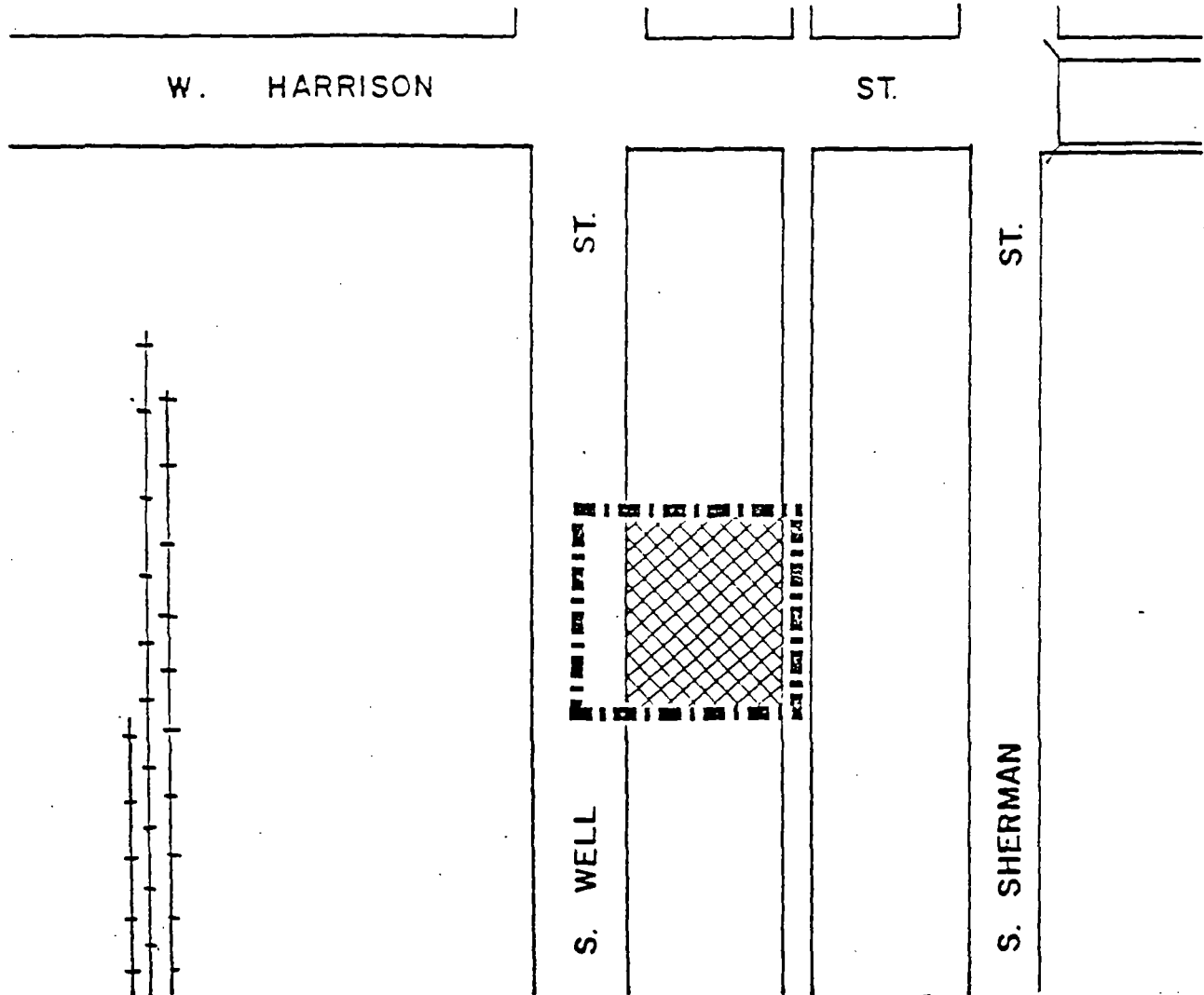
LEGEND

-  RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PUBLIC & QUASI-PUBLIC FACILITIES

APPLICANT: WELLS HISTORIC ASSOCIATES

DATE: JUNE 25, 1985

RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



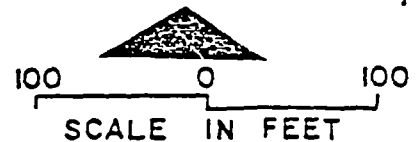
LEGEND



PLANNED DEVELOPMENT BOUNDARY



RESIDENTIAL DWELLING UNITS
AND RELATED USES.



APPLICANT: WELLS HISTORIC ASSOCIATES
DATE: JUNE 25, 1985

Reclassification of Area Shown on Map No. 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence and B2-2 General Retail District symbols and indications as shown on Map No. 3-H in the area bounded by

West Division Street; North Ashland Avenue; a line 122.36 feet south of West Division Street; the alley next west of North Ashland Avenue; a line 264.07 feet south of West Division Street; and North Marshfield Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 128 feet north of and parallel to the alley next north of and parallel to West Altgeld Street; the alley next east of North Sheffield Avenue; the C.T.A. right of way; the alley next north of and parallel to West Altgeld Street; and North Sheffield Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 72.3 feet north of and parallel to West Barry Avenue; North Sheffield Avenue; West Barry Avenue; and the alley next west of the parallel to North Sheffield Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map Nos. 10-J and 12-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 10-J and all the M2-2 General Manufacturing District symbols and indications shown on Map No. 12-J in the area bounded by

Parcel 1: the alley next north of and parallel to West 47th Street; South Homan Avenue; West 47th Street; South Trumbull Avenue; Parcel 2: West 47th Street; a line 1,160 feet west of and parallel to South Kedzie Avenue; West 47th Place; and a line 1,466 feet west of and parallel to South Kedzie Avenue,

to those of a Commercial Planned Development District, and a corresponding use district is hereby established in the area above described.

[Commerical Planned Development printed on pages
19933 through 19937 of this Journal.]

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

Reclassification of Area Shown on Map No. 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-H in area bounded by

a line 249.0 feet, south of and parallel to West Lawrence Avenue; a line 162.6 feet east

(Continued on page 19938)

COMMERCIAL PLANNED DEVELOPMENT

PLAN OF DEVELOPMENT

STATEMENTS

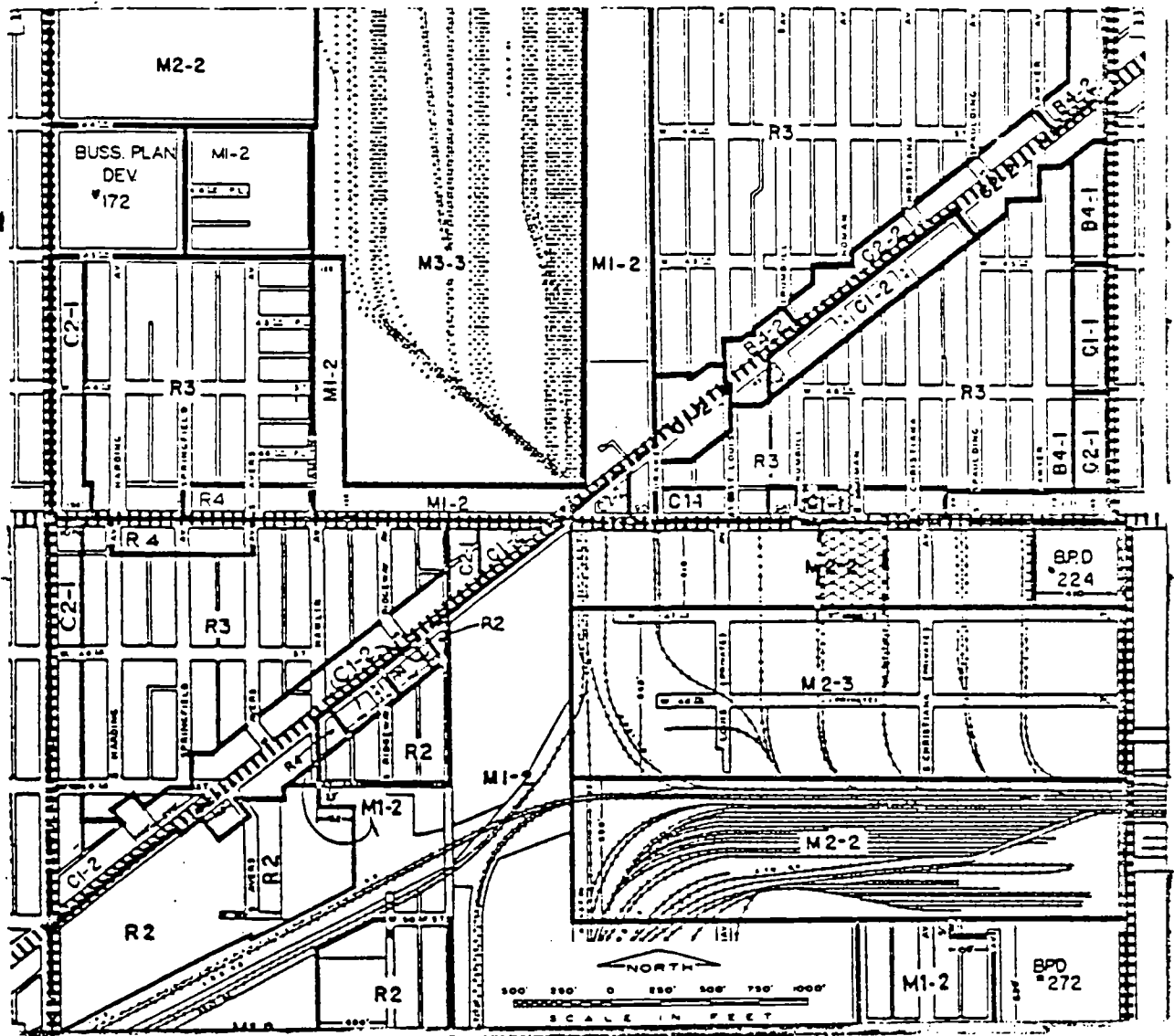
1. The area delineated hereon as a "Commercial Planned Development" is owned or controlled by the Englander Co., Inc.
2. Off-Street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
3. No dedication of streets or alleys or adjustment of the rights of way or consolidation or resubdivision of parcels shall be required.
4. All applicable official reviews, approvals or permits are required to be obtained by the Englander Co., Inc. or its successors, assignees or grantees.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. The following uses shall be permitted within this Commercial Planned Development. All uses permitted in the C2-1 General Commercial District and M2-2 General Manufacturing District and off-street parking as authorized by this Plan of Development.
7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan), illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs will be permitted in compliance with Section 9.9-3 of Chapter 194B of the Municipal Code of Chicago.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of Planning.

APPLICANT: Harold Aronson

DATE: 6-26-85

COMMERCIAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



COMMERCIAL PLANNED DEVELOPMENT BOUNDARY



ZONING DISTRICT BOUNDARIES

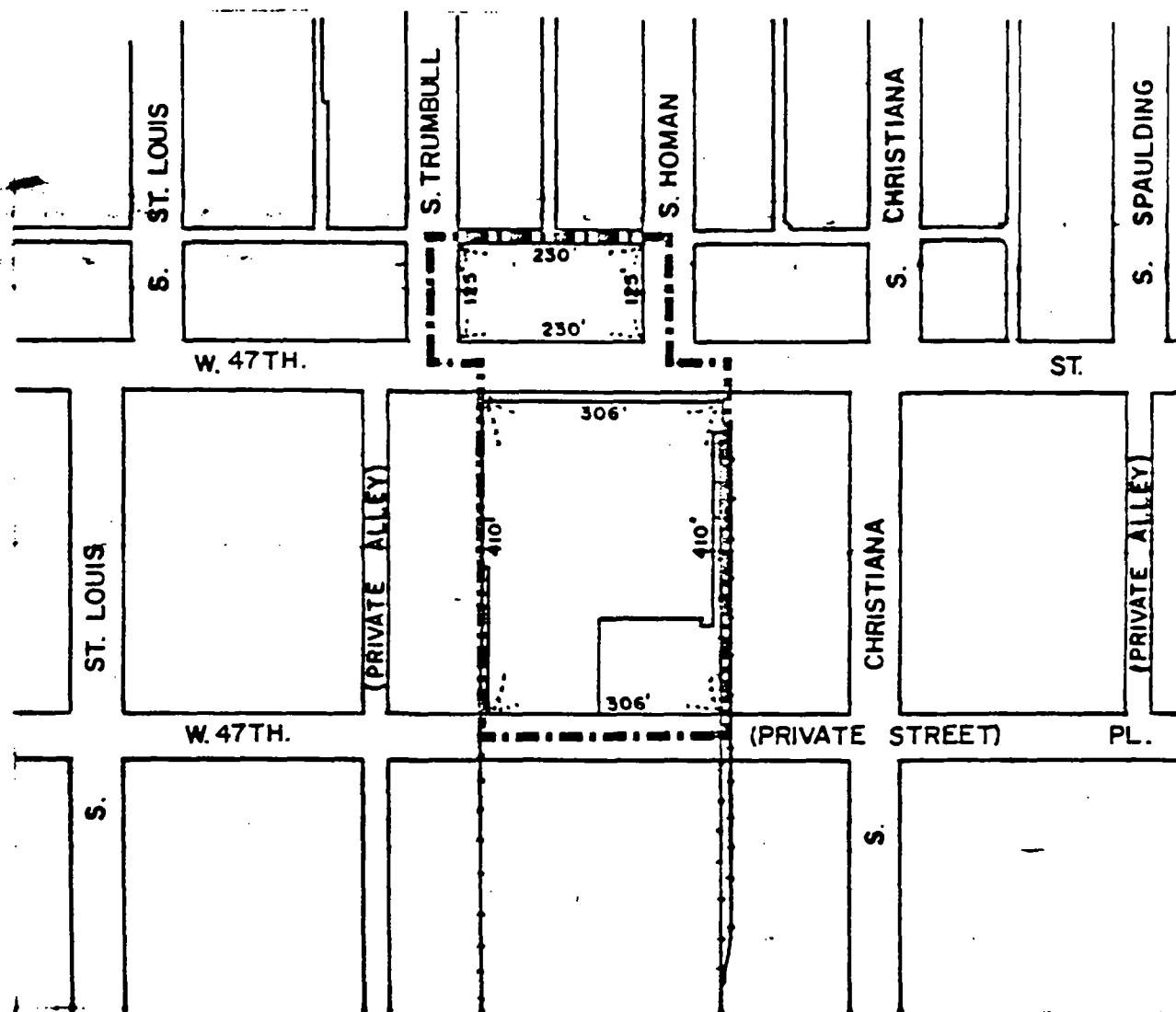


PREFERENTIAL STREET SYSTEM

APPLICANT: HAROLD ARONSON

DATE: JUNE 26, 1985

COMMERCIAL PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



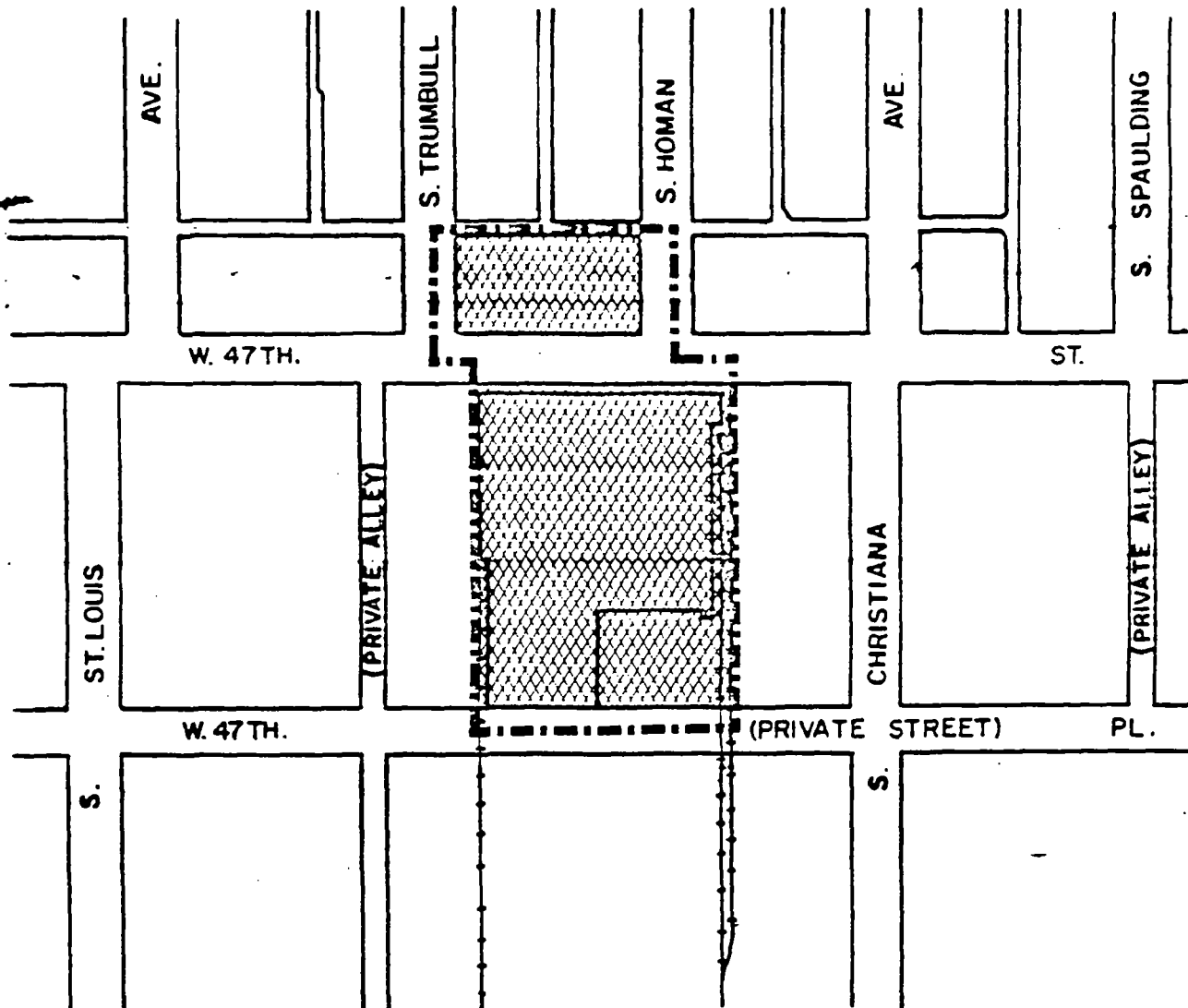
LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT: HAROLD ARONSON
DATE: JUNE 26, 1985

COMMERCIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
-  RETAIL, COMMERCIAL-MANUFACTURING
USES, WITH RELATED OFF-STREET
PARKING AND LOADING



APPLICANT: HAROLD ARONSON
DATE: JUNE 26, 1985

COMMERCIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS & DATA

<u>NET SITE AREA</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>MAXIMUM F.A.R.</u>	<u>MAXIMUM % OF LAND COVERED</u>
154,710 Sq. Ft. 3.55 Acres	Retail, Commercial, Warehousing & Manufacturing Uses, Off-Street Parking & Loading	1.64	82%

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = 1.64

MINIMUM NUMBER OF PARKING SPACES = 92

MINIMUM NUMBER OF OFF-STREET LOADING SPACES REQUIRED = 3

MINIMUM PERIPHERY SETBACKS - NORTH PROPERTY LINE = 0'
SOUTH " " = 0'
WEST " " = 0'
EAST " " = 0'

MAXIMUM PERCENTAGE OF LAND COVERED = 82%

APPLICANT: Harold Aronson
DATE: June 26, 1985

(Continued from page 19932)

of and parallel to North Wolcott Avenue; a line 330.22 feet south of and parallel to West Lawrence Avenue; and North Wolcott Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4-1 Restricted Service District symbols and indications as shown on Map No. 11-K in area bounded by

West Montrose Avenue; a line 163.25 feet east of and parallel to North Kostner Avenue; a line 146.76 feet south of a parallel to West Montrose Avenue; and North Kostner Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 16-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 16-C in area bounded by

a line 130 feet south of East 67th Street; to a line 197 feet south of East 67th Street,

to those of a B1-1 General Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-I in area bounded by

West 27th Street; the alley next east of South Kedzie Avenue; a line 171 feet south of West 27th Street; and South Kedzie Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 18-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 18-C in area bounded by

a line 495.93 feet north of East 72nd Street (as measured along the alley next west of and parallel to South Yates Boulevard); East 71st Street running in a southeasterly direction; South Yates Boulevard; a line 422.73 feet north of and parallel to East 72nd Street; and the alley next west of and parallel to South Yates Boulevard,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

CHAPTER 194A OF MUNICIPAL CODE AMENDED BY DELETING
AND ADDING CERTAIN LANGUAGE IN SECTIONS 10.3-1
AND 10.4-1 CONCERNING PUBLIC UTILITY AND
PUBLIC SERVICE USES.

The Committee on Zoning submitted the following report:

CHICAGO, August 28, 1985.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to your committee on August 7, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

Proposed Ordinance -- (T-67) -- To amend Chapter 194A, Chicago Zoning Ordinance by deleting Section 10.3-1 and substituting it as part of a new paragraph 15 in Section 10.4-1 relative to Public Utility and Public Service Uses. (Int. August 7, 1985, Alderman Terry M. Gabinski, 32nd Ward).

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman,

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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:

WHEREAS, Public Utility and Public Service Uses are of importance to a well balanced urban system; and

WHEREAS, The City Council recognizes the need to provide areas to locate these Public Utility and Public Service Uses, while also recognizing the need to protect those residential and business areas in the vicinity of these facilities from the problems created by Public Utility and Public Service Uses; and

WHEREAS, Among the many problems created by Public Utility and Public Service Uses is a transient population that attracts an undesirable element attempting to prey on

them, which element also invades local residential and business areas; noise and air pollution created by increased vehicular traffic of all types; traffic congestion caused by the increased traffic which poses a grave danger to all pedestrians, but especially children located in residential areas in the vicinity; and

WHEREAS, These problems pose a potential for substantial harm to the residents of the areas surrounding any Public Utility or Public Service Use and could prevent them from enjoying the quiet and peaceful use of their homes and property; and

WHEREAS, The City Council has recognized that Public Utility and Public Service Uses are potentially not compatible with surrounding uses all ready present and which because of their unique characteristics, cannot be properly classified in any particular district or districts, without consideration in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location, by requiring that Public Utility and Public Service Uses be allowed in Residential, Business and Commercial districts only with approval by the Chicago Zoning Board of Appeals as a special use; and

WHEREAS, It has come to the attention of the City Council that due to changing neighborhoods, use of property, and residential housing patterns in the City of Chicago, that continuation of the status of Public Utility and Public Service Uses as permitted uses in Manufacturing districts could greatly disrupt and harm the lives and businesses of the people living and working in the vicinity of a proposed Public Utility or Public Service Use unless regulated as in all other zoning district; and

WHEREAS, The City Council recognizes its duty to protect the health, safety and welfare of the people of Chicago; now, therefore,

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by deleting paragraph (13) of Section 10.3- 1 in its entirety.

SECTION 2. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding a new paragraph in italics to Section 10.4-1, to be placed in its proper numerical sequence, as follows:

(15) *Public Utility and Public Service Uses, including:*

- a. *bus terminals, bus garages, bus lots, street railway terminals, or street car houses*
- b. *electric sub-stations*
- c. *fire stations*
- d. *gas utility service sub-stations*
- e. *police stations*
- f. *railroad passenger stations*
- g. *railroad rights-of-way*
- h. *telephone exchanges, microwave relay towers, and telephone transmission equipment buildings*

- i. *water filtration plants*
- j. *water pumping stations*
- k. *water reservoirs*

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

MUNICIPAL CODE CHAPTER 194A, SECTION 8.4-2(5)
AMENDED CONCERNING PET SHOPS.

The Committee on Zoning submitted the following report:

CHICAGO, August 28, 1985.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to your committee on June 12, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

Proposed Ordinance -- (T-66) -- To amend Chapter 194A, Chicago Zoning Ordinance, Section 8.4-2(5) relative to Pet Shops. (Int. June 12, 1985, Alderman Martin J. Oberman, 43rd Ward).

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 the Municipal Code of Chicago, Chapter 194A, in the Chicago Zoning Ordinance, is hereby amended by adding the language in italics below:

8.4-2(5). Pet Shops.

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

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

ROTI (1st Ward)

South LaSalle Street (east side) from a point 37 feet south of West Van Buren Street to a point 63 feet south thereof;

Alderman	Location
MADRZYK (13th Ward)	West 63rd Street (north side) from a point 145 feet west of South Kedzie Avenue to a point 25 feet thereof -- 4:00 P.M. to midnight -- Mondays through Sundays;
O'CONNOR (40th Ward)	North Clark Street at 5406 -- 9:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
NATARUS (42nd Ward)	West Chicago Avenue at 225 (at all times); West Kinzie Street (north side) at 120 -- 7:00 A.M. to 7:00 P.M. -- Mondays thru Saturdays;
OBERMAN (43rd Ward)	North Bissell Street (west side) from a point 20 feet south of West Armitage Avenue to a point 50 feet south thereof -- 9:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
SCHULTER (47th Ward)	West Irving Park Road at 2431-50 feet -- 7:00 A.M. to 7:00 P.M. -- Mondays through Saturdays.

***Referred* -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.**

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, in specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
SHEAHAN (19th Ward)	South Artesian Avenue from West 103rd Street to West 104th Street -- southerly;
BANKS (36th Ward)	First east-west alley north of West Belmont Avenue from North Oconto Avenue to the "T" alley -- easterly.

Referred -- AMEND DIRECTION ON RESTRICTION OF
MOVEMENT OF VEHICULAR TRAFFIC ON
PORTION OF SOUTH WINCHESTER
AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on South Winchester Avenue from West 94th Street to a point 90 feet north of West 95th Street -- southerly (instead of from West 94th Street to West 95th Street -- southerly), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMEND DIRECTION ON RESTRICTION OF
MOVEMENT OF VEHICULAR TRAFFIC ON
PORTION OF NORTH MOBILE
AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on North Mobile Avenue from West Berteau Avenue to the first alley south of West Montrose Avenue -- northerly (instead of from West Berteau Avenue to West Montrose Avenue -- northerly), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF NORTH DEARBORN STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of parking meters 233/1106 - 1107 - 1054 and 1056 from in front of 632 North Dearborn Street (Limelight), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMIT PARKING OF VEHICLES AT ALL TIMES
AT SPECIFIED LOCATIONS.

Alderman Sheahan (19th Ward) presented two proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Location
South Pleasant Avenue (east side)	From West 95th Street to the first alley north thereof -- one hour;
West 111th Street	At 3344.

*Referred -- TO LIMIT PARKING OF VEHICLES DURING
SPECIFIED HOURS AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to limit the parking of vehicles to one hour periods during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
BURKE (14th Ward)	West 58th Street (both sides) from South Western Avenue to the first alley west thereof (one hour) -- 8:00 A.M. to 8:00 P.M. -- Mondays thru Saturdays;
KRYSTYNIAK (23rd Ward)	South Lawndale Avenue (west side) from a point 20 feet south of South Archer Avenue to the first alley south thereof (one hour) -- 7:00 A.M. to 10:00 P.M. -- Mondays thru Sundays.

*Referred -- AMEND PARKING LIMITATION DURING SPECIFIED
HOURS ON PORTION OF WEST ARMITAGE AVENUE.*

Alderman Hagopian (30th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on West Armitage Avenue (north side) from North Lavergne Avenue to North Leclaire Avenue -- 9:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays (instead of Fridays), which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- DISCONTINUE PARKING LIMITATION AT
SPECIFIED LOCATIONS.*

Alderman O'Connor (40th Ward) presented proposed ordinances to discontinue the limitation against the parking of vehicles at the locations specified, for the distances designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Location and Distance
West Edgewater Avenue (south side)	From a point 185 feet west of North Ashland Avenue to a point 170 feet west thereof -- 2 hours -- 6:00 A.M. to 7:00 P.M.;

Public Way

Location and Distance

West Hollywood Avenue
(north side)

From a point 20 feet west of North
Ashland Avenue to a point 190 feet west
thereof -- 2 hours -- 6:00 A.M. to 7:00 P.M.

Referred -- PARKING OF VEHICLES PROHIBITED AT ALL
TIMES AT SPECIFIED LOCATION.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the location designated, for the distances specified, which were Referred to the Committee on Traffic Control and Safety, as follows:

Alderman

Location and Distance

ROTI (1st Ward)

East 24th Street (south side) from a point
76 feet east of South Indiana Avenue to a
point east thereof;

TILLMAN (3rd Ward)

South Normal Avenue at 5676 (alongside
at either side of the garage on West 57th
Street);

BEAVERS (7th Ward)

South Muskegon Avenue at 9017 (except
for handicapped);

HUTCHINSON (9th Ward)

South Forest Avenue (west side) at 10446
(except for handicapped);

HUELS (11th Ward)

South Aberdeen Avenue at 3152 (except
for handicapped);

South Princeton Avenue (both sides)
West 43rd to West 45th Streets (trucks
only);

MAJERCZYK (12th Ward)

South Spaulding Avenue (west side) at
4328 (except for handicapped);

South Winchester Avenue at 3811
(except for handicapped);

MADRZYK (13th Ward)

West 64th Street (both sides) from South
Cicero Avenue to the first alley east
thereof;

Alderman	Location and Distance
<i>BRADY</i> (15th Ward)	South Maplewood Avenue at 6339 (except for handicapped);
<i>LANGFORD</i> (16th Ward)	South Bishop Street at 5928 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Wentworth Avenue (east side) at 8223 (except for handicapped); West 71st Place at 1259 (except for handicapped);
<i>KELLAM</i> (18th Ward)	West 85th Street at 3446 (except for handicapped);
<i>STEMBERK</i> (22nd Ward)	South Hamlin Avenue (west side) at 2236 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Kilbourn Avenue at 5137 (except for handicapped);
<i>MELL</i> (33rd Ward)	West Belden Avenue at 2412 (except for handicapped); West McLean Avenue (north side) at 2838 (across driveway);
<i>FROST</i> (34th Ward)	South Peoria Street at 10442 (except for handicapped);
<i>BANKS</i> (36th Ward)	West Nelson Street at 5312 (except for handicapped);
<i>DAMATO</i> (37th Ward)	West Wabansia Avenue at 5008 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Bernard Street at 5048 (except for handicapped); North Harding Avenue at 6114 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	North Dearborn Street (west side) at 632 (except for handicapped) 4 car spaces;
<i>MCLAUGHLIN</i> (45th Ward)	West Gunnison Street at 5654 (except for handicapped);

Alderman

Location and Distance

West Winona Avenue at 5314 (except for
handicapped);*SCHULTER* (47th Ward)North Hamlin Avenue at 3415 (except for
handicapped).

Referred -- PARKING OF VEHICLES PROHIBITED AT
SPECIFIED HOURS ON PORTION OF
WEST BARRY AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to prohibit the parking of vehicles on West Barry Avenue at 656 from 10:00 A.M. to 2:00 P.M. on Sundays only; which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUE PROHIBITION AGAINST PARKING
OF VEHICLES AT ALL TIMES AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at all times, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

FROST (34th Ward)South Wallace Avenue (east side) from
West 112th Street to West 113th Street;*OBERMAN* (43rd Ward)West Lill Avenue (north side) from a
point 20 feet west of North Seminary
Avenue to a point 25 feet west thereof --
Saturdays and Sundays.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT PARKING
ZONES" FOR VEHICLES AT ALL TIMES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish "Resident Permit Parking" zones for vehicles at all times 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

SAWYER (6th Ward)

South Calumet Avenue (both sides)
between East 95th Street and East 99th
Place -- Sundays through Saturdays;

South Forest Avenue (both sides)
between East 95th Street and East 99th
Place -- Sundays through Saturdays;

South Indiana Avenue (both sides)
between East 95th Street and East 99th
Place -- Sundays through Saturdays;

South Prairie Avenue (both sides)
between East 95th Street and East 99th
Place -- Sundays through Saturdays;

HUELS (11th Ward)

West 37th Street (south side) from West
Wood Street to South Paulina Street;

West 38th Street (both sides) from South
Wood Street to South Paulina Street;

South Wood Street (east side) from West
37th Street to West 38th Street;

South Hermitage Avenue (both sides)
from West 37th Street to West 38th
Street;

South Paulina Street (both sides) from
West 37th Street to West 38th Street;

BRADY (15th Ward)

South Washtenaw Avenue (east side)
from West 68th Street to West 69th
Street;

STREETER (17th Ward)

South May Street at 8300 (both sides);

CULLERTON (38th Ward)

West Newport Avenue at 4800 (both
sides) -- Sundays through Saturdays.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT PARKING"
ZONES DURING SPECIFIED HOURS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish "Resident Permit Parking" zones for vehicles during specified hours, at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>MADRZYK</i> (13th Ward)	South Keating Avenue (west side) from 7800 to 7842 -- 8:00 A.M. to 8:00 P.M. -- Sundays through Saturdays;
	South Keating Avenue (east side) from 7805 to 7827 -- 8:00 A.M. to 8:00 P.M. -- Sundays through Saturdays;
<i>SHEAHAN</i> (19th Ward)	South Spaulding Avenue (both sides) from West 110th Street to West 111th Street -- 9:00 P.M. to 6:00 A.M. --Sundays through Saturdays;
<i>KRYSTYNIAK</i> (23rd Ward)	South Keating Avenue (both sides) at 5000 -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
	South Narragansett Avenue (east side) from West 63rd Place to the first alley south thereof -- 8:00 A.M. to 4:00 P.M. -- Mondays through Fridays.

Referred -- AMEND "RESIDENTIAL PERMIT PARKING ZONE 56"
ON PORTIONS OF SUNDRY STREETS.

Alderman Orr (49th Ward) presented a proposed ordinance to amend "Residential Permit Parking Zone 56" on portions of sundry streets, be and the same is hereby amended by striking therefrom the language listed below, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Location and Distance
West Arthur Avenue (north side)	Between North Lakewood Avenue and North Magnolia -- establishment of Zone 56 -- 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays;

Public Way	Location and Distance
West Arthur Avenue (south side)	Between North Lakewood Avenue and the first alley west of North Sheridan Road -- establishment of Zone 56 -- 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays;
North Lakewood Avenue (both sides)	Between West Arthur Avenue and the first alley north of West Devon Avenue -- establishment of Zone 56 - - 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays;
North Magnolia Avenue (both sides)	Between West Arthur Avenue and the first alley north of West Devon Avenue -- establishment of Zone 56 - - 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays;

and inserting in lieu thereof:

West Arthur Avenue (north side)	Between North Glenwood Avenue and North Magnolia -- establishment of Zone 56 -- 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays, excluding holidays;
West Arthur Avenue (south side)	Between North Glenwood Avenue and the first alley west of North Sheridan Road -- establishment of Zone 56 -- 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays, excluding holidays;
North Lakewood Avenue (both sides)	Between West Arthur Avenue and the first alley north of West Devon Avenue -- establishment of Zone 56 - - 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays, excluding holidays;
North Magnolia Avenue (both sides)	Between West Arthur Avenue and the first alley north of West Devon Avenue -- establishment of Zone 56 - - 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays, excluding holidays;
North Wayne Avenue (both sides)	Between West Arthur Avenue and the first alley north of West Devon Avenue -- establishment of Zone 56 - - 8:00 A.M. to 9:00 P.M. -- Mondays through Fridays, excluding holidays.

*Referred -- DISCONTINUE "RESIDENTIAL PERMIT PARKING
ZONE 43" ON PORTIONS OF SUNDRY STREETS.*

Alderman O'Connor (40th Ward) presented a proposed ordinance to discontinue "Residential Permit Parking Zone 43" on portions of sundry streets, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW AWAY ZONES.

The aldermen named below presented proposed ordinances to establish tow-away zones, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>MELL</i> (33rd Ward)	North California Avenue (both sides), from West Addison Street to a point 200 feet south thereof; North California Avenue (west side), from the first alley north of West Addison Street to a point 40 feet north thereof;
<i>OBERMAN</i> (43rd Ward)	North Astor Street at 1555 (either side of driveway).

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic-control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Signal
<i>ROTI</i> (1st Ward) and <i>HUELS</i> (11th Ward)	West 31st Street and South Princeton Avenue (intersection) -- "Automatic Traffic Control";
<i>HUELS</i> (11th Ward)	West 35th Street and South Ashland Avenue (intersection) -- "Left Turn";
<i>HAGOPIAN</i> (30th Ward)	North Cicero Avenue and West Roscoe Street (intersection) -- "Automatic Traffic Control";

Alderman	Location and Signal
<i>LAURINO</i> (39th Ward)	West Devon Avenue and North Lemont Avenue (intersection) -- "Automatic Traffic Control";
<i>HANSEN</i> (44th Ward)	East and westbound traffic on West Belmont Avenue at intersection of North Orchard Street -- "Flashing Yellow Light".

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

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
<i>ROTI</i> (1st Ward)	West 31st Street and South Wentworth Avenue -- "No Turn on Red";
<i>RUSH</i> (2nd Ward)	South Lake Shore Drive, southbound, before East 31st Street -- directional; South Lake Shore Drive, northbound, before East 31st Street exit -- directional; East 31st Street and South Michigan Avenue intersection, eastbound -- directional; East 31st Street and South Michigan Avenue intersection, westbound -- directional;
<i>TILLMAN</i> (3rd Ward)	6200 South Stewart Avenue -- "Slow"; West 62nd Street and South Stewart Avenue -- "4-Way Stop";
<i>SAWYER</i> (6th Ward)	East 89th Street and South Calumet Avenue -- "Stop"; South Calumet Avenue between East 87th Street and East 89th Street -- "Slow";

Alderman

Location and Type of Sign

South Calumet Avenue at intersection of East 88th Street -- "Stop";

East 76th Street and South Dante Avenue, (stopping east and westbound traffic) -- "Stop";

HUMES (8th Ward)

9100 South Harper Avenue -- "Stop";

HUTCHINSON (9th Ward)

East 114th Place and South Edbrooke Avenue -- "3-Way Stop";

West 120th Street and South Lafayette Avenue (stopping west and eastbound traffic on West 120th Street) -- "Stop";

West 120th Street and South Stewart Avenue (stopping east and westbound traffic on West 120th Street) -- "Stop";

East 121st Place and South Indiana Avenue (stopping east and westbound traffic on 121st Place) -- "Stop";

HUELS (11th Ward)

South Emerald Avenue at West 38th Street -- "Stop";

South Union Avenue at intersection of West 38th Street -- "Stop";

West 31st Street and South Princeton Avenue (stopping east and westbound traffic on 31st Street) -- "2-Way Stop";

MAJERCZYK (12th Ward)

West 27th Street and South Troy Street -- "4-Way Stop";

MADRZYK (13th Ward)

North and southbound traffic on South Ridgeway Avenue at intersection of West 77th Place -- "Stop";

Redfield Drive and South Kedzie Avenue (Marquette Park) -- 6:00 P.M. to 11:00 P.M. -- "Right Turn Only";

Alderman	Location and Type of Sign
<i>BURKE</i> (14th Ward)	Westbound traffic on West 57th Street at intersection of South Maplewood Avenue -- "Stop";
<i>KELLAM</i> (18th Ward)	South Elizabeth Street at intersection of West 85th Street -- "Stop";
<i>SHEAHAN</i> (19th Ward)	West 100th Street and South Campbell Avenue -- "3-Way Stop"; West 105th Street and South Whipple Street -- "4-Way Stop"; West 103rd Street at intersection of South Charles Street -- "Stop"; West 103rd Street and South Charles Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 54th Street at intersection of South Melvina Avenue (east and westbound traffic) -- "Stop"; West 55th Street and South Austin Avenue (7:00 A.M. to 7:00 P.M.) -- "No Turn On Red"; 5500 block bounded by South Monitor Avenue and South Menard Avenue (alley entrances to "T" alley) -- "Stop";
<i>MARZULLO</i> (25th Ward)	South Washtenaw Avenue and West Flournoy Street -- "All-Way Stop";
<i>NARDULLI</i> (26th Ward)	West Erie Street and North Armour Street -- "All-Way Stop"; West Potomac Avenue and North Rockwell Street -- "Stop";
<i>SANTIAGO</i> (31st Ward)	North Spaulding Avenue and West Cortland Street -- "Stop";
<i>MELL</i> (33rd Ward)	North and southbound traffic on South Sacramento Avenue at intersection of West Waveland Avenue -- "Stop";

Alderman

Location and Type of Sign

BANKS (36th Ward)

West side of North Pittsburgh Avenue from West Irving Park Road to first alley south thereof -- "Diagonal Parking";

Westbound on West Belden Avenue at intersection of North Meade Avenue -- "Stop";

West Belden Avenue and North McVicker Avenue -- "4-Way Stop";

West Cornelia Avenue and Ozark Avenue -- "3-Way Stop";

CULLERTON (38th Ward)

West School Street at intersection of North Major Avenue -- "Stop";

North Olcott Avenue and West Waveland Avenue (stopping southbound traffic on North Olcott Avenue) -- "Stop";

PUCINSKI (41st Ward)

North Northwest Highway and North Ozark Avenue -- "No Turn On Red";

OBERMAN (43rd Ward)

North Hudson Street and West Wisconsin Avenue (stopping north and southbound traffic on North Hudson Street and east and westbound traffic on West Wisconsin Avenue) -- "4-Way Stop";

North Astor Street and West Schiller Street (stopping westbound traffic on West Schiller Street) -- "2-Way Stop";

East Banks Street and North Astor Street (stopping east and westbound traffic on East Banks Street) -- "2-Way Stop";

MC LAUGHLIN (45th Ward)

Northeast corner of West Gunnison Street and North Nagel Avenue -- "No Right Turn On Red";

ORBACH (46th Ward)

North and southbound traffic on North Pine Grove Avenue at intersection of West Cornelia Avenue -- "Stop";

Alderman

Location and Type of Sign

VOLINI (48th Ward)

North and southbound traffic on North Glenwood Avenue at intersection of North Norwood Street -- "Stop";

Northbound on North Kenmore Avenue at intersection of West Ardmore Avenue -- "Stop";

North Winthrop Avenue at intersection of West Ardmore Avenue -- "Stop";

STONE (50th Ward)

North-south alley bounded by West Granville Avenue, West Rosemont Avenue, North Bell Avenue and North Oakley Avenue -- "Thru Traffic Prohibited";

North and southbound traffic on North Hamilton Avenue at intersection of West Farwell Avenue -- "Stop";

North Talman Avenue and West Arthur Avenue (stopping North Talman Avenue) -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented seven 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 BLOOM (5th Ward):

To classify as an R5 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 16-C bounded by

E. 67th Street; the alley next east of S. Jeffery Avenue; a line 197 feet south of E. 67th Street; and S. Jeffery Avenue.

To classify as an R2 Single Family Residence District instead of an R4 General Residence District the area shown on Map No. 18-C bounded by

the northeast line of the right-of-way of the Baltimore and Ohio Railroad; S. Crandon Avenue; the southwest line of the right-of-way of the Baltimore and Ohio Railroad; S. Paxton Avenue.

To classify as an R2 Single Family Residence District instead of an R3 General Residence District the area shown on Map No. 18-C bounded by

the northeast line of the right-of-way of the Baltimore and Ohio Railroad; the alley next west of S. Paxton Avenue; the southwest line of the right-of-way of the Baltimore and Ohio Railroad; and the alley next west of S. Chappel Avenue.

BY ALDERMAN HENRY (24th Ward):

To classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 4-J bounded by

a line 65.5 feet north of S. Central Park Avenue; S. Central Park Avenue; W. 15th Street; and the alley next west of S. Central Park Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as an R4 General Residence District instead of an R7 General Residence District the area shown on Map No. 5-N bounded by

a line 87.5 feet north of W. Belden Avenue; the alley next east of N. Harlem Avenue; W. Belden Avenue; and N. Harlem Avenue.

BY ALDERMAN CULLERTON (38th Ward):

To classify as an R3 General Residence District instead of a B1-1 Restricted Commercial District the area shown on Map No. 9-L bounded by

the alley north of W. Roscoe Avenue; N. Laramie Avenue; the alley south of W. Roscoe Avenue; and a line 40 feet west of N. Laramie Avenue.

BY ALDERMAN MC LAUGHLIN (45th Ward):

To classify as a C1-1 Restricted Commercial District instead of a B4-2 Restricted Retail District the area shown on Map No. 11-L bounded by

N. Milwaukee Avenue; a line 220 feet northwest of W. Giddings Street; the alley next southwest of N. Milwaukee Avenue; and a line 170 feet northwest of W. Giddings Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 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****ROTI (1st Ward)**

The 400 Condominium Association;
Mergenthaler Building Condominium
Association;

BLOOM (5th Ward)

Alma Buckner-Chandler;
Hyde Park Condominium;
Chappel Court Condominium
Association;
Winston South Condominium;

Parton Condominium;
Blackstone Avenue Co-op;
Poinsetta East Condominium
Association, Inc.;
East View Park Condominium
Association;

Mia Casa Apartment Building
Corporation;
Dorchester Condominium
Association;
Lake Terrace Condominium;

SAWYER (6th Ward)

Della Blackledge;
South King Drive Condominium
Association;

HUMES (8th Ward)

Ellis Condominium Association;

HUELS (11th Ward)

William Barbaro;

BURKE (14th Ward)

H. Heritch;
John Facenko;

BRADY (15th Ward)

Mark J. Laz;

KELLAM (18th Ward)

87th Street Condominium
Association;
Kedzie Condominium Association;

SHEAHAN (19th Ward)

Camden Court Condominium
Association;

Alderman

Claimant

SHEAHAN (19th Ward)Francis H. Warren;
Labella Casa Condominium
Association;*KELLEY* (20th Ward)6201 Indiana Corporation;
6125 S. Wabash Building, Inc.;*KRYSTYNIAK* (23rd Ward)Wimbledon Courts Number 3;
6612 West 64th Place Corporation;
6714 West 64th Place Corporation;
Wally Piatek;
John Brezak;Tom Lavery;
Edward C. Hajer;
Ronald A. Bidockka;
Lottie Klonowski;
Steve Gass;
Souto Sante;*NARDULLI* (26th Ward)Jack Levine;
Wasył Dmytrasz;*ROTI* for *GABINSKI* (32nd Ward)

Kenneth Norbert Jaszczor;

MELL (33rd Ward)James R. Adams;
Frank J. Knapp;
2840-2842 N. Francisco Corporation;*KOTLARZ* (35th Ward)

Keystone Towers Condominium;

BANKS (36th Ward)Palmer Courts Association;
2155 N. Harlem Avenue Building
Association;
2159 N. Harlem Building Association;
2151 N. Harlem Building Association;*DAMATO* (37th Ward)

Gregorio Osorio;

CULLERTON (38th Ward)Washington House Condominium
Association;*LAURINO* (39th Ward)

Peterson Park Condominium 3;

O'CONNOR (40th Ward)

Robert Adams;

Alderman

Claimant

PUCINSKI (41st Ward)

Friendly Village II Condominium
Association;
Bridgeview Gerders Condominium
Association;
6490 Regency Condominium
Association;
Northwest Point South Condominium
Association;
8734 Summerdale Condominium
Association;
Glenmont Court Condominium
Association;
Norwood Court Condominium
Association;
Cassiel Condominium Association;
Birch Tree Manor Condominium;
Shenandoah Condominium
Association;
5223 Condominium Association;
5139-5143 North East River Road
Association;

NATARUS (42nd Ward)

Fountain-View Condominium;
Lawrence Place Condominium
Association;
Chevalier Condominium Association;
Kathleen Condominium;
The Scott Condominium Association;
1516 North State Parkway
Condominium Association;
777 Condominium Association;
76-82 East Elm Condominium
Association;
Newberry Mansion, Incorporated;

247 East Chestnut Condominium
Association;
1300 N. LaSalle Association;
209 Lake Shore Drive Building
Corporation;
30 East Division Condo Association;
Marina Towers Condominium
Association;
30 East Elm Association;

Alderman

Claimant

OBERMAN (43rd Ward)

2650 N. Lakeview Association;
2500 N. Lakeview Association;
Parkside Manor Condominium
Association;
714-716 Webster Condominiums;
Parkview Tower Condominium
Association;

1 East Schiller Condominium
Association;
1660 Condominium Association;
512 W. Belden Condominium
Association;
1400 State Parkway Condominium;
Kennelly Square Condominium
Association;

Sheffield Lofts Condominium
Association;
1340 N. Dearborn Condominiums;
Dayton Diversey Condominium
Association;

HANSEN (44th Ward)

2909 N. Sheridan Road Condominium
Homes Association;
Commonwealth Plaza Condominium
Association;
415 Aldine Condominium Association;
3300 N. Lake Shore Drive
Condominium Association;
Barry Avenue Townhouses;

3440 Lake Shore Drive Condominium
Association;
560 Roscoe Building Condominium
Association;
Sheffield Manor Condominium
Association;
625-633 West Barry Condominium
Association;
659 West Aldine Condominium
Association;

Alderman

HANSEN (44th Ward)

Claimant

3150 Condominium Association;
420 Aldine Condominium Association;
460 W. Barry Condominium
Association;

511 Melrose Condominium
Association;
3150 N. Sheridan Road Condominium
Association;

3110 N. Sheridan Road Condominium
Association;
Bel-Harbour Condominiums;
442 Wellington Cooperative;

MC LAUGHLIN (45th Ward)

Gunnison Point Condominium
Association;
Jeffersonian Condominium
Association;
Windsor Courts Condominium No. 2;
Windsor Courts Condominium No. 1;
4850-52-54 N. Linder Building;

5312-14 Windsor Condominium
Association;
Keystone Courts Condominium
Association No. 2;
4248 N. Keystone Condominium
Association;
Windsor House Condominium
Association;
Milwaukee Courts Condominium
Association;

4105-4103 W. Collum Condominium
Association;
5555 W. Sunnyside Condominium
Homeowners Association;
Byron Courts Condominiums;
Keystone Gardens Condominium No.
2;
Keeler Court Condominium
Association;
4128 W. Collum Condominium
Association;

Alderman

Claimant

SCHULTER (47th Ward)Argyle Estates Condominium
Association;
Leland Court Condominium
Association;*VOLINI* (48th Ward)5040-60 N. Marine Drive
Condominium Association;
1531-33 West Thorndale Corporation;
939-41 West Winona Condominium
Association;
Granville Beach Condominium
Association;
The Renaissance;6247-49 N. Glenwood Condominium
Association;
Princeton House Condominium
Association;
Park Edgewater Condominium
Association;
Rosedale Condominium Association;
Margate Terrace Condominium
Association;Hollywood Terrace Condominium
Association;
Park Place Condominium
Association;
Horizon House Condominium
Association;
Granville Towers Condominium
Association;
1407-09 W. Elmsdale Condominium
Association;Margate Green Condominium
Association;
Park Tower Condominium
Association;
Pyramid Condominium Association;*ORR* (49th Ward)6625-6627 N. Glenwood Condominium
Association;
1441-1443 Rosemont Condominium
Association;

Alderman

ORR (49th Ward)

Claimant

Chase-Asland Condominium
Association;
1330 Fargo Condominium
Association;
Farwell Courts Condominium;

Estes Court Condominium;
Cape Hayes Condominium
Association;
6635-6637 N. Glenwood Condominium
Association;
1526-1528 W. Chase Av.
Condominium;
1613-1615 Farwall Condominium
Association 1;

North Shore Av. Condominium
Association;
Kenmore Condominium Association,
Inc.;
East Lake Terrace Condominium
Association;
Jarvice Court Condominium
Association;
6217-6219 Magnolia Association;

1324 W. Touhy Condominium
Association;
Seeley North Condominium
Association;
1629-1631 W. Fargo Condominium
Association;

STONE (50th Ward)

Winnefred Thivel;
Mozart Court Condominium
Association;
Emerson Park Condominium
Incorporated;
2041 W. Farwell Condominium
Association;
2637 West Estes Condominium
Association;

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 -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

The Commonwealth Edison Company -- to install six informational banners in the public way adjacent to the building at the northwest corner of North Michigan Avenue and East Randolph Street ;

The Flower Shop, Ltd. -- to construct, maintain and use a flower box to be located adjacent to 337 South Franklin Street;

LaSalle National Bank, under trust 1940 -- to maintain and use as now constructed a loading platform on the west side of South Morgan Street adjoining the northwest corner of West 15th Street and South Morgan Street (known as 2 West South Water Market).

Referred -- APPROVAL OF PLAT OF DEDICATION FOR PORTION
OF WEST 14TH STREET.

Also, a proposed ordinance directing the superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication for West 14th Street between the west line of South Morgan Street and a line approximately 750 feet west thereof (plat 20-1-85-1001), which was *Referred to the Committee on Streets and Alleys*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST FLOURNOY STREET.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Notre Dame de Chicago Academy to close to traffic West Flourney Street between South

Loomis and South Ada Streets and also the first east-west alley north of West Flourney Street between the same streets listed previously, on all school days during the 1985-1986 school year, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SUNDRY LOCATIONS.

Also, five proposed orders to issue permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Amoco Properties, Incorporated -- canopy located at 200 East Randolph Drive;

James Gallios -- canopy located at 134 South Wabash Avenue;

Pets Calvert Company -- canopy located at 2 South Water Market;

So-Har, Incorporated, doing business as Cantonese Chef -- canopy located at 2342-2344 South Wentworth Avenue;

W-H Building Corporation -- canopy located at 51-67 East Harrison Street.

Presented by

**ALDERMAN ROTI (1st Ward), ALDERMAN NATARUS
(42nd Ward) and ALDERMAN STONE (50th Ward):**

**PEOPLE OF JEWISH FAITH SECURED FREE DAYS ON
"ROSH HASHANAH" AND "YOM KIPPUR".**

A proposed resolution reading as follows:

Be It Resolved, By the Mayor and the members of the City Council that the days of the year which constitute the Jewish New Year known as Rosh Hashanah and the day of Atonement known as Yom Kippur shall constitute free days to adherents of the Jewish faith.

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 yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
SAINT ELIZABETH CHURCH IN COMPLIANCE WITH
CHICAGO MUNICIPAL CODE.

A proposed ordinance requiring Saint Elizabeth Church to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Chicago Title and Trust, under trust 1082784 to construct, maintain and use three (3) canopies attached to the building or structure located at 1600-1610 East 53rd Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION FOR
PORTION OF SOUTH MERRILL AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed plat of dedication for South Merrill Avenue lying within certain right of way lines of the Baltimore, Pittsburgh and Chicago Railroad Company

between East 77th and East 78th Streets for R. B. Development, Incorporated (plat 15-5-85-1005), which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Chicago Theological Seminary to maintain and use as now constructed a conduit containing a steam pipe with a return under and across the north-south public alley between South Woodlawn Avenue and South Kimbark Avenue at a point near East 58th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO GRANT
PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF 79TH
STREET AND SOUTH COTTAGE GROVE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to the 79th Street and Cottage Grove Business Association, c/o Jean Yong, to hold a sidewalk sale on both sides of East 79th Street between South St. Lawrence and South Ellis Avenues, and on both sides of South Cottage Grove Avenue between East 78th and East 80th Streets during the period from September 13 through September 14, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
CHATHAM PARK VILLAGE COOPERATIVE IN COMPLIANCE
WITH CHICAGO MUNICIPAL CODE.

Also, a proposed ordinance requiring Chatham Park Village Cooperative to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of sign permits to Outdoor Media, Incorporated for the erection of signs/ signboards at the locations listed below for general advertisers/various copy, which were *Referred to the Committee on Zoning*, as follows:

7127-7129 South State Street;

7921 South State Street.

Presented by

**ALDERMAN SAWYER (6th Ward) and
ALDERMAN KELLEY (20th Ward):**

**SEPTEMBER 22, 1985 PROCLAIMED AS "ROBERT ERNEST WILLIAMSON
DAY IN THE CITY OF CHICAGO" IN HONOR OF HIS
91ST BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, Robert Ernest Williamson, a dedicated father and business leader has reached his 91st birthday; and

WHEREAS, During his 91 years, he has performed outstanding, capable and loyal service to his family and community; and

WHEREAS, The City of Chicago preserves in permanent proceedings a record of his eminent and valuable services to his community and family as hereinafter detailed; and

WHEREAS, Robert Ernest Williamson was born in Fayette County, Tennessee September 22, 1894. He received his elementary schooling in Fayette County Public School and was graduated from Brewer High School in Fayette County; and

WHEREAS, His early affiliation with the Lowenstein Corporation of Memphis, Tennessee gave him the inspiration to go into the field of business in Chicago which gave him the opportunity to provide jobs and part time work for a host of young boys in the community that were inspired to reach the top by the guidance provided by Robert Williamson; and

WHEREAS, Contributions to the community included a successful grocery, meat market and delicatessen business which survived the depression of 1929 and 1930 that was converted into an automated laundromat that exists in operation today; and

WHEREAS, Robert Williamson has contributed to every charitable organization in Chicago and after the age of 61 undertook a new business venture in a virgin area in 1956, the Shamrock Lounge on East 67th street which attracted numerous friends and associates for more than 25 years while in operation; and

WHEREAS, Mr. Williamson, the father of six children, the oldest, Joseph is the owner and manager of a Sun-Times distributorship, daughter Queenetta Williamson Miller is the mother of three children, son Theodore, is a real estate broker, and is employed with the Metropolitan Sanitary District as the Assistant Real Estate Administrator and the father of four, son Clarence is a former member of the 1980-81 Illinois House of Representatives

and is currently a supervisor in the Adult Probation Office in the Cook County Circuit Court System, and is a registered insurance broker, daughter Patricia Williamson Comeaux is a real estate broker and is employed with Arther Anderson Accounting firm as a supervisor and is the mother of six children. Surely, the accomplishments of these six children and their children demonstrate an honorable feat in the midst of the black community where turmoil and depression hinders the progress and success of many; and

WHEREAS, Last but not least, his loving wife Annie Virginia Williamson, now deceased was along his side to witness the accomplishments of their children and has departed this life leaving him with memories of dedication and success that will live long after he himself has departed this life; and

WHEREAS, By his outstanding record as a member of the southside community he has demonstrated a sturdy character in industry, has shown integrity, friendship, ability and high moral standards, Mr. Williamson has endeared himself to all of his business associates, community neighbors and friends; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, Honorable Harold Washington, proclaim the 22nd day of September, 1985 as Robert Ernest Williamson Day in the City of Chicago in honor of his 91st birthday; and

Be It Further Resolved, That this Honorable Body wish Robert Williamson God's blessings for continued good health and successes and many, many more birthdays.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

ALDERMAN BEAVERS (7th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to South Chicago Community Hospital to maintain and use four (4) electrical conduits for the purpose of carrying electrical service under and across East 92nd Place to a transformer on the north side of same, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- AMENDMENT OF CHAPTER 29.1, SECTION 6.1 OF
CHICAGO MUNICIPAL CODE PROHIBITING BICYCLES
FROM PUBLIC WALKWAYS.

A proposed ordinance to amend Chapter 29.1 of the Chicago Municipal Code by inserting therein a new section to be known as Section 29.1-6.1 prohibiting bicycles from public walkways in the City, which was *Referred to the Committee on Municipal Code Revision*.

Referred -- INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

Also, two proposed orders for the installation of alley lights at the locations listed below, which were *Referred to the Committee on Finance* as follows:

At the rear of 11044-11046 South Michigan Avenue;

At the rear of 36 East 111th Street.

Referred -- PAVING OF CERTAIN ALLEY AT
SPECIFIED LOCATION.

Also, a proposed order requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete of the north-south alley bounded by East 103rd Street, East 104th Street, South Eberhart Avenue, and South Rhodes Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- REQUEST FOR STUDY CONCERNING NINTH
WARD STREET IMPROVEMENTS.

Also, a proposed resolution petitioning the Department of Public Works to undertake a thorough and comprehensive study of certain streets in the Ninth Ward, with a view toward applying Community Development Block Grant Year X funds under the Model Blocks

Program, leading to Ninth Ward street improvements, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AMENDMENT OF ARTICLE 11.11-1(k) OF
CHICAGO ZONING ORDINANCE.

A proposed ordinance to amend the Chicago Zoning Ordinance, also known as Chapter 194A of the Chicago Municipal Code, Article 11.11-1(k) by reducing the number of acreage from four to two, which was *Referred to the Committee on Zoning*.

Referred -- DISCONTINUANCE OF OFFICE OF CORPORATION
COUNSEL, PURSUANT TO CHAPTER 24, SECTION
3-7-1 OF ILLINOIS REVISED STATUTES.

Also, a proposed resolution to discontinue the Office of the Corporation Counsel, pursuant to Illinois Revised Statutes, Chapter 24, Section 3-7-1.

Alderman Vrdolyak moved to refer said proposed resolution to the Committee on Finance. Alderman Frost moved to refer same to the Committee on Committees and Rules. Two committees having been called, said proposed resolution was *Referred to the Committee on Committees and Rules*.

Referred -- CITY OF CHICAGO URGED TO NOT PURSUE
CREATION OF "PEOPLE MOVER" TRANSPORTATION
SYSTEM AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

Also, a proposed resolution urging the City of Chicago to not pursue the creation of a "People Mover" transportation system at the Chicago O'Hare International Airport.

Alderman Vrdolyak moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

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

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

Thereupon, Alderman Vrdolyak moved to refer said proposed resolution to the Committee on Finance. Alderman Frost moved to refer same to the Committee on Committees and Rules. Two committees having been called, said proposed resolution was *Referred to the Committee on Committees and Rules.*

Referred -- DIRECTION GIVEN TO CERTAIN CITY COUNCIL
COMMITTEES TO HOLD COMMITTEE HEARINGS
REGARDING "CAPPING" OF RESIDENTIAL
ELECTRIC RATES WITHIN CHICAGO.

Also, a proposed resolution directing the Committee on Public Utilities and the Committee on Neighborhood and Community Affairs to hold joint hearings on the method by which the City of Chicago shall "cap" residential electric rates imposed within same, which was *Referred to a Joint Committee composed of the members of the Committee on Public Utilities and the Committee on Neighborhood and Community Affairs.*

Presented by

ALDERMAN HUELS (11th Ward):

HONOR EXTENDED TO PATROL OFFICER DAVID ALLEN,
PATROL OFFICER BRIAN OAKS, AND FIRE
LIEUTENANT RONALD BOEHM FOR THEIR
EXEMPLARY BEHAVIOR IN SAVING
EDWIN PAHOLSKI.

A proposed resolution reading as follows:

WHEREAS, On August 26, 1985, two police officers and an off-duty fire lieutenant had joined together to save the life of a 73 year old heart attack victim; and

WHEREAS, Patrol Officers David Allen and Brian Oaks of the Deering Station- 9th District, and Fourth District Fire Lieutenant Ronald Boehm had taken turns in applying mouth-to-mouth resuscitation to Edwin Paholski, a resident of the great 11th Ward of the City of Chicago, after he had collapsed in an automobile near 35th Street and Damen Avenue; and

WHEREAS, According to the Fire Department paramedic, John Pluta, these three gentlemen had kept Mr. Paholski alive until emergency aid was administered; and

WHEREAS, Patrol Officers David Allen and Brian Oaks, and Fire Lieutenant Ronald Boehm demonstrated their total commitment to the people of Chicago by their actions in an effort to save the life of Edwin Paholski; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby honor Patrol Officer David Allen, Patrol Officer Brian Oaks, and Fire Lieutenant Ronald Boehm for their courageous work in saving the life of 11th Ward resident Edwin Paholski, and commend them for a job well done; and

Be It Further Resolved, That a suitable copy of this resolution be made for Patrol Officers David Allen and Brian Oaks, and Fire Lieutenant Ronald Boehm.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

CONGRATULATIONS EXTENDED TO PAULINE AND CASIMER
SKRYNECKI ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Pauline and Casimer Skrynecki will celebrate fifty years of wedded bliss on October 5, 1985; and

WHEREAS, Pauline and Casimer Skrynecki are outstanding citizens of the City of Chicago and the great 11th Ward; and

WHEREAS, Pauline and Casimer Skrynecki exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are the key factors in an enviable fifty years of marriage; and

WHEREAS, Joining them in this celebration will be their family and many friends on this most joyous occasion; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our heartiest congratulations to Mr. and Mrs. Casimer Skrynecki on their golden anniversary, and that we also extend our best wishes to them for the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Casimer Skrynecki.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

**ALDERMAN HUELS (11th Ward),
ALDERMAN MAJERCZYK (12th Ward),
and ALDERMAN BURKE (14th Ward):**

**GRATITUDE EXTENDED TO POLICE OFFICER VINCENT P. BLAKE
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.**

A proposed resolution reading as follows:

WHEREAS, Vincent P. Blake had joined the Chicago Police Department on July 16, 1957 as a police officer; and

WHEREAS, During the career of Police Officer Vincent P. Blake he had received 3 Honorable Mentions and 5 Complimentary Letters; and

WHEREAS, The assignments of Police Officer Vincent P. Blake were to the 9th District Deering Station; and

WHEREAS, After 28 years, Police Officer Vincent P. Blake is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Vincent P. Blake has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend out sincerest gratitude to Police Officer Vincent P. Blake for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer Vincent P. Blake.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO POLICE OFFICER JOHN M. BURICA
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, John M. Burica had joined the Chicago Police Department on February 16, 1958 as a police officer; and

WHEREAS, During the career of Police Officer John M. Burica he had received 9 Honorable Mentions and 1 Complimentary Letter; and

WHEREAS, The assignments of Police Officer John M. Burica were to the 9th District Deering Station; and

WHEREAS, After 27 years, Police Officer John M. Burica is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, John M. Burica has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Police Officer John M. Burica for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer John M. Burica.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO POLICE OFFICER FRED J.
FLAXMAYER FOR HIS MANY YEARS OF
SERVICE AND DEDICATION TO
CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Fred J. Flaxmayer had joined the Chicago Police Department on May 3, 1954 as a police officer; and

WHEREAS, During the career of Police Officer Fred J. Flaxmayer he had received 7 Honorable Mentions and 2 Complimentary Letters; and

WHEREAS, The assignments of Police Officer Fred J. Flaxmayer were to the 9th District Deering Station, as well as other locations; and

WHEREAS, After 31 years, Police Officer Fred J. Flaxmayer is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Police Officer Fred J. Flaxmayer has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Police Officer Fred J. Flaxmayer for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer Fred J. Flaxmayer.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO POLICE OFFICER CHESTER A. JATCZAK
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Chester A. Jatczak had joined the Chicago Police Department on July 16, 1957 as a police officer; and

WHEREAS, During the career of Police Officer Chester A. Jatczak he had received 5 Honorable Mentions and 3 Complimentary Letters; and

WHEREAS, The assignments of Police Officer Chester A. Jatzak were as follows: the 9th District Deering Station; and

WHEREAS, After 28 years, Police Officer Chester A. Jatzak is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Chester Jatzak has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Police Officer Chester A. Jatzak for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer Chester A. Jatzak.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO POLICE OFFICER HARRY
PETERSON FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Harry W. Peterson had joined the Chicago Police Department on October 1, 1954 as a police officer; and

WHEREAS, During the career of Police Officer Harry W. Peterson, he had received an Honorable Mention and 3 Complimentary Letters; and

WHEREAS, The assignments of Police Officer Harry W. Peterson were to the 9th District Deering Station; and

WHEREAS, After 31 years, Police Officer Harry Peterson is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Police Officer Harry W. Peterson has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Police Officer Harry Peterson for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer Harry W. Peterson.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO POLICE OFFICER RAYMOND
SOUKUP FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Raymond C. Soukup had joined the Chicago Police Department on October 10, 1953 as a police officer; and

WHEREAS, During the career of Police Officer Raymond Soukup he had received 12 Honorable Mentions and 8 Complimentary Letters; and

WHEREAS, The assignments of Police Officer Raymond Soukup were to the 9th District Deering Station as well as other locations; and

WHEREAS, After 31 years, Police Officer Raymond Soukup is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Police Officer Raymond Soukup has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Police Officer Raymond Soukup for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Police Officer Raymond Soukup.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO SERGEANT PATRICK F. SULLIVAN
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Patrick F. Sullivan had joined the Chicago Police Department on December 18, 1947 as a police officer; and

WHEREAS, During the career of Sergeant Patrick F. Sullivan he had received 1 Departmental Commendation, 19 Honorable Mentions, and 1 Complimentary Letter; and

WHEREAS, The assignments of Sergeant Patrick F. Sullivan were to the 9th District Deering Station, as well as to other locations; and

WHEREAS, After 38 years, Sergeant Patrick F. Sullivan is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Sergeant Patrick F. Sullivan has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Sergeant Patrick F. Sullivan for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Sergeant Patrick F. Sullivan.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

GRATITUDE EXTENDED TO SERGEANT EDWARD J. WAGNER
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Edward J. Wagner had joined the Chicago Police Department on August 22, 1955 as a police officer; and

WHEREAS, During the career of Sergeant Edward J. Wagner, he had received one Departmental Commendation and one Honorable Mention; and

WHEREAS, The assignments of Sergeant Edward J. Wagner were to the 9th District Deering Station as well as other locations; and

WHEREAS, After 30 years, Sergeant Edward J. Wagner is now about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Sergeant Edward J. Wagner has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of September in 1985, do hereby extend our sincerest gratitude to Sergeant Edward J. Wagner for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party that will be held on October 17, 1985 for Sergeant Edward J. Wagner.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN HUELS (11th Ward) and OTHERS:

Referred -- REQUIREMENT IMPOSED UPON VARIOUS UTILITY
COMPANIES REGARDING CONFORMITY TO CITY'S
SCHEDULE FOR STREET AND ALLEY
REPAIR WORK.

A proposed resolution, presented by Aldermen Huels, Sheahan, Madrzyk and Burke, requiring the various utility companies to conform their repair work (other than emergencies) to the City of Chicago's schedule for improvements for preservation of streets and alleys for a longer period of time, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PETITIONING OF CERTAIN CITY COUNCIL
COMMITTEES TO HOLD HEARINGS IN REFERENCE
TO POLICE SERGEANTS' EXAMINATION.

Also, a proposed resolution, presented by Aldermen Huels, Sheahan and Madrzyk, to urge a special joint committee composed of the members of the Committee on Police and Fire and the members of the Committee on Administration, Reorganization and Personnel in reference to the police sergeants' examination.

Two committees having been called, a special Joint Committee composed of the members of the Committee on Police and Fire and the members of the Committee on Administration, Reorganization and Personnel, and the Committee on Committee and Rules, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO REVEREND
RAYMOND BARLOG ON OCCASION OF HIS
THIRTIETH ANNIVERSARY AS PRIEST.

A proposed resolution reading as follows:

WHEREAS, Reverend Raymond Barlog of Saint Joseph's Parish will celebrate his 30th anniversary of his ordination to the priesthood on Sunday, October 6, 1985; and

WHEREAS, Father Barlog born November 29, 1928, attended Assumption B.V.M. grammar school and then entered Quigley Preparatory North Seminary in 1943; and

WHEREAS, Father Barlog earned a bachelor of arts degree in 1951, a master of arts degree in 1954 from St. Mary of the Lake Seminary; and

WHEREAS, Father Barlog's assignments included Saint Casimir Church, his first assignment (1955-1960), Saint Bruno Church (1960-1966), followed by Saint Constance

Church (1966-1972), Five Holy Martyrs (1972-1977), and Saint Blase Church (1977-1980); and

WHEREAS, In July, 1980, Father Raymond Barlog became Pastor of Saint Joseph Church, where he still serves today; and

WHEREAS, Father Barlog was recently elected as Vice President of Churches for the Back of the Yards Council and presently is Deanery Moderator for the Archdiocese Council of Catholic Women; and

WHEREAS, Family, friends and parishioners will be celebrating Father Raymond Barlog's 30th anniversary of his ordination to the priesthood on Sunday, October 6, 1985 with a Mass at Saint Joseph's Church followed by a dinner and reception in the school hall; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council gathered here on this eleventh day of September, 1985 do hereby congratulate Reverend Raymond Barlog on the celebration of his 30th anniversary of his ordination to the priesthood; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Raymond Barlog of Saint Joseph's Parish.

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* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

CONGRATULATIONS EXTENDED TO POLICE OFFICER GERALD MURRAY
ON HIS OUTSTANDING POLICE PERFORMANCE.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Gerald Murray is to be honored as officer of the month for the months of May and July, 1985; and

WHEREAS, Police Officer Gerald Murray became a member of the Chicago Police Department in October of 1971, and was issued Star Number 7643; and

WHEREAS, Officer Gerald Murray was assigned to the 009th District on August 18, 1981; and

WHEREAS, Police Officer Gerald Murray, along with his partner Al Thome, is being cited for his outstanding police work on April 5, 1985, that resulted in the arrest of a burglar; and

WHEREAS, On June 22, 1985, Police Officer Gerald Murray again is cited for his police work while on a routine patrol, observed and arrested another burglar; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, in meeting assembled this 11th day of September, 1985, do hereby congratulate Police Officer Gerald Murray on his outstanding performance, and hope he continues to display this same dedication and perserverance throughout his career as a Chicago Police Officer, and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Gerald Murray.

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* by yeas and nays as follows:

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

CONGRATULATIONS EXTENDED TO POLICE OFFICER
AL THOME ON HIS OUTSTANDING
POLICE PERFORMANCE.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Al Thome is to be honored as officer of the month for the months of May and July, 1985; and

WHEREAS, Police Officer Al Thome became a member of the Chicago Police Department on February 22, 1971, and was issued Star Number 15587, and

WHEREAS, Officer Al Thome was assigned to the 009th District on August 18, 1981; and

WHEREAS, Police Officer Al Thome, along with his partner Gerald Murray is being cited for his outstanding police work on April 5, 1985, that resulted in the arrest of a burglar; and

WHEREAS, On June 22, 1985 Police Officer Al Thome again is cited for his police work while on a routine patrol, observed and arrested another burglar; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, in meeting assembled this 11th day of September, 1985 do hereby congratulate Police Officer Al Thome on his outstanding police performance, and hope he continues to display this same dedication and perserverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Al Thome.

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 Aldeman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

ALDERMAN LANGFORD (16th Ward):

Referred -- CONDEMNATION OF CERTAIN CARTOON
PUBLICATION IN "CHICAGO SUN-TIMES".

A proposed resolution condemning a certain cartoon publication in the "Chicago Sun-Times" newspaper.

Alderman Langford moved to suspend the rules temporarily to permit the immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Stemberk, Henry, Smith, D. Davis, Mell, Frost, Kotlarz, Damato, O'Connor, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr -- 27.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Marzullo, Nardulli, Hagopian, Banks, Cullerton, Laurino, Pucinski, McLaughlin, Stone -- 17.

Thereupon, two committees having been called, the Committee on Finance and the Committee on Committees and Rules, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN KELLAM (18th Ward):

**CONGRATULATIONS EXTENDED TO JAMES AND ANN NOVAK
ON THEIR SIXTIETH WEDDING ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. James Novak celebrate sixty years of wedded bliss on August 20, 1985; and

WHEREAS, James and Ann Novak are outstanding citizens of the City of Chicago and the great 18th Ward; and

WHEREAS, James and Ann exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are the key factors in an enviable sixty years of marriage; and

WHEREAS, Joining them in this celebration are their family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of Chicago, gathered on this 11th day of September in 1985, do hereby extend our most sincere congratulations and best wishes to Mr. and Mrs. James Novak on their sixtieth wedding anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. James Novak.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 -- AMENDMENT OF CHAPTER 147, SECTION 147-6.1 OF
CHICAGO MUNICIPAL CODE CONCERNING NOTIFICATION OF
LIQUOR LICENSE ISSUANCE TO ALDERMAN OF WARD.

Also, a proposed ordinance to amend Chapter 147 of the Chicago Municipal Code by inserting a new section therein, to be known as Section 147-6.1, to require the Local Liquor Control Commissioner to notify the alderman of the ward in which a licensed premises is located of the issuance of a City retailer's license for the sale of alcoholic liquor, or of a Special Liquor License, which was *Referred to the Committee on License*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

**TRIBUTE TO LATE CHICAGO POLICE COMMANDER
WILLIAM P. HENNESSY.**

A proposed resolution reading as follows:

WHEREAS, Former Chicago Police Officer Commander William Hennessy, was born on January 1, 1895, in the county of Kilkenny, Ireland, came to the United States in 1912 as a young man of seventeen. He served with distinction and honor in World War I, worked for the B and O Railroad, joined the Chicago Police Department in the early 1920's, expired at the age of ninety, on August 27, 1985; and

WHEREAS, Commander William Hennessy, worked his way up through the ranks of the Chicago Police force, serving at the Woodlawn and finally Gresham Police District, (better known as "Hennessy's Parish"), retired in 1958; and

WHEREAS, Commander William Hennessy, was instrumental in forming the first Saint Patrick's Day Parade in Chicago at a meeting of the Ancient Order of Hiberians along with twenty-five others in 1953; and

WHEREAS, The Saint Patrick's Day Parade, which began at West 79th Street and South Ashland Avenue, was moved downtown by the late Mayor Richard J. Daley, is still in existence today and highly successful; and

WHEREAS, Commander William Hennessy, was a much sought after speaker, who had an illustrious gift as an orator; and

WHEREAS, Commander William Hennessy symbolized the essence of the American dream, served his family, community and City unselfishly and provided an invaluable service to his fellowman; and

WHEREAS, The name of Commander William Hennessy will be memorialized eternally by those whose lives he touched by his inspirational presence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of September in 1985, do hereby officially and personally mourn the loss of Commander William P. Hennessy and extend our deepest sympathy to his family and innumerable friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to William P. Hennessy's family.

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* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

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 the first east-west 16-foot public alley north of West 99th Street and providing for an east-west 16-foot public alley running west to South Western Avenue, located 533.05 feet north of West 99th Street in the block bounded by West 97th Street, West 99th Street, South Western Avenue, and South Claremont Avenue for Evergreen Plaza Associates (No. 7-19-85-1000); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Sheahan, the foregoing proposed order was *Passed*.

BEST WISHES EXTENDED TO POLICE OFFICER EDWARD
J. HOSTY ON OCCASION OF HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, On June 16, 1985, Patrolman Edward J. Hosty of the Chicago Police Department retired after 28 years of service; and

WHEREAS, Patrolman Hosty represented the best in service and has adhered to the Chicago Police Department motto, "We Serve and Protect", throughout his career in law enforcement which commenced on July 1, 1957 and during which time he served in the Gresham District, O.P.I.F. and most recently the Housing Department in the Corporation Counsel; and

WHEREAS, Edward Hosty is an outstanding Chicago citizen and family man, with a wife Mildred and six children; and

WHEREAS, Edward Hosty is a lifelong resident of our great City, having been born here September 25, 1926, and attended Mt. Carmel High School; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of September, 1985 join with the fellow officers and the communities in paying tribute to a police officer who has given dedicated service to his Department and his City and offer to him and his fine family our best wishes for a happy successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patrolman Edward J. Hosty.

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* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

**ALDERMAN SHEAHAN (19th Ward),
ALDERMAN MADRZYK (13th Ward), and
ALDERMAN HUELS (11th Ward):**

Referred -- COMMITTEE ON POLICE AND FIRE REQUESTED
TO HOLD HEARINGS CONCERNING RECENT
CHICAGO POLICE DEPARTMENT
EXAMINATION FOR
OFFICERS.

A proposed resolution petitioning that hearings be held concerning the recent Chicago Police Department examinations for police officers, which was *Referred to the Committee on Police and Fire*.

Presented for

ALDERMAN SHERMAN (21st Ward):

Referred -- AMENDMENT OF CHAPTER 104 OF CHICAGO
MUNICIPAL CODE CONCERNING PROPOSED
BINGO GAMES.

A proposed ordinance, presented by Alderman Humes, to amend Chapter 104 of the Chicago Municipal Code by inserting therein new sections, to be known as Sections 5 through 5.3, giving the Chicago City Council the right of approval for proposed bingo games, which was *Referred to the Committee on License*.

Presented by

ALDERMAN MARZULLO (25th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege, which were *Referred to the Committee on Streets and Alleys*, as follows:

Kerr Glass Manufacturing Corporation -- to maintain and use a metal chute to transport tin plate scrap into trucks;

Joseph T. Ryerson & Sons, Incorporated -- to maintain and use an eighteen- inch tile conduit under and across portion of South Rockwell Street.

*Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO HOLD GRAFFITI ART
FAIR ON PORTION OF SOUTH WOOD STREET.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Jesse Gutierrez to hold a graffiti art fair on South Wood Street between West 18th Street and West 18th Place on Saturday, August 31, 1985, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO HOLD FIESTAS DE MEXICO
FESTIVAL ON PORTION OF SUNDRY STREETS.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Association de Charros 'Nortenos de Joliet' to hold a "Fiestas de Mexico" festival on South Rockwell Street between West 26th and West 31st Streets and on West 26th Place between South California and South Western Avenues during the period of September 13 through September 15, 1985, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 1333-1345 SOUTH ROCKWELL STREET.*

Also, a proposed order for the issuance of a permit to Apex Paper Box Corporation to maintain and use an existing canopy attached to the building or structure located at 1333-1345 South Rockwell Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN MARZULLO (25th Ward) and
ALDERMAN ROTI (1st Ward):**

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO HOLD "VIVA AZTLAN"
FUND-RAISING EVENT ON PORTIONS OF
SUNDRY STREETS.

A proposed order requesting the Commissioner of Public Works to grant permission to the director of Casa Aztlan to hold a "Viva Aztlan" fund-raising event on South Racine Avenue between West 18th and West 19th Streets and on West 19th Street between South Racine Avenue and South May Street during the period from September 6 through September 8, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN NARDULLI (26th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO GRANT
PERMISSION TO NORTH AVENUE BOUTIQUE TO HOLD
SIDEWALK SALES.

A proposed order requesting the Commissioner of Public Works to grant permission to the North Avenue Boutique, c/o Delfin Delgado, to hold sidewalk sales during the periods from September 13 through September 15, September 20 through September 22, and September 27 through September 29, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- ISSUANCE OF PERMITS TO OPERATE NEWSPAPER
STANDS AT SUNDRY LOCATIONS.

Two proposed orders for the issuance of permits to the individuals listed below to operate newspaper stands at sundry locations, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alex Lowe -- newspaper stand located on the southeast corner of West Chicago Avenue and North Pulaski Road, operated Monday through Saturday;

Maurice Woods -- newspaper stand located on the southeast corner of West Congress Parkway and South Kostner Avenue, operated Sunday through Saturday.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMITS TO CONDUCT FESTIVAL AND
SIDEWALK SALE AT SPECIFIED LOCATION.

A proposed order to issue permits to Larry Shepherd to conduct a festival and sidewalk sale on North Monitor Avenue from West Division Street to West Potomac Avenue on Saturday, October 5, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO GRANT
PERMISSION TO HOLD SIDEWALK SALE AT
SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Larry Shepherd to hold a sidewalk sale in the 1200 block of North Monitor Avenue between West Division Street and West Potomac Avenue on Saturday, October 5, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN SANTIAGO (31st Ward) and
ALDERMAN MELL (33rd Ward):**

Referred -- SUPERINTENDENT OF POLICE URGED TO REASSIGN DUTIES
FOR SPECIFIED TACTICAL UNIT POLICE OFFICERS STATIONED
AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

A proposed resolution urging the Superintendent of Police to reassign the tactical unit police officers, who were initially reassigned to traffic control duties at Chicago-O'Hare International Airport, to their original duties in the police districts of the 31st and 33rd Wards, et cetera, which was *Referred to the Committee on Police and Fire*.

Presented for

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

A proposed order, presented by Alderman Roti, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the easterly-westerly public alley north of West Division Street lying between a line 230 feet east of the east line of North Paulina Street and a line 341 feet east of the east line of North Paulina Street in the block bounded by North Paulina Street, North Ashland Avenue, North Milwaukee Avenue, and West Division Street for the La Salle National Bank, as Trustee, (No. 6-32-85-998); 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*.

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF SIGN/SIGNBOARD
AT 2960 NORTH ASHLAND AVENUE.

Also, a proposed order for the issuance of a sign permit to Jas. D. Ahern Company to erect a sign/signboard at 2960 North Ashland Avenue for Highland Superstore, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO HOLD SIDEWALK SALES.

Also, two proposed orders requesting the Commissioner of Public Works to grant permission to various organizations to hold specified sidewalk sales, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Armitage Boutique -- sidewalk sale for the periods during September 20 through September 22, and September 27 through September 29, 1985;

F. W. Woolworth Store 2675 -- sidewalk sales for the period during August 23 through August 25, 1985.

Referred -- CERTAIN CITY ALDERMAN PETITIONED TO NEGOTIATE
WITH GREAT LAKES NAVAL AND MARITIME MUSEUM TO
RETAIN U.S.S. SILVERSIDES AT NAVY PIER.

Also, a proposed resolution urging the City of Chicago to negotiate with the Great Lakes Naval and Maritime Museum to retain the historic U.S.S. Silversides at its Navy Pier moorings and to appoint Alderman Evans and Alderman Stone to the negotiating team, which was *Referred to the Joint Committee comprised of the members of the Committee on Special Events and World's Fair and the members of the Committee on Ports, Wharves and Bridges.*

Presented by

ALDERMAN BANKS (36th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley, together with the west 269.31 feet of the east-west 16-foot public alley in the block bounded by West Wabansia Avenue, West North Avenue, North Neva Avenue, and North Nordica Avenue for Sears, Roebuck and Co. (No. 31-36-85- 998); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Banks, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN DAMATO (37th Ward) and OTHERS:

**CONGRATULATIONS EXTENDED HONORABLE JOHN A. D'ARCO
ON RECEIVING "1985 MAN OF THE YEAR" AWARD.**

A proposed resolution, presented by Alderman Damato, Roti and Banks, reading as follows:

WHEREAS, The Honorable John A. D'Arco, Jr., a lifelong resident of the First Ward in the City of Chicago; father of John III, Mia and Robert; partner in the Law Firm of Kugler, De Leo and D'Arco, Ltd.; and

WHEREAS, The Honorable John A. D'Arco, Jr., born on October 19, 1944, in Chicago, Illinois; attended Our Lady of Pompeii Grammar School; St. Ignatius High School; the University of Miami; graduate of Loyola University with Bachelor of Arts Degree in Political Science and Philosophy; Juris Doctor Degree from De Paul University Law School; and

WHEREAS, The Honorable John A. D'Arco, Jr. was appointed to serve the remainder of the term of the late Victor A. Arrigo in the House of Representatives and elected to the 79th General Assembly in 1974; appointed to replace the late Sam Romano in the State Senate in 1976 and elected to the 81st General Assembly in 1978; and

WHEREAS, The Honorable John A. D'Arco, Jr. has established a distinguished record as Member of numerous House and Senate Committees; Chairman of the Senate Insurance, Pensions and Licensed Activities from 1978 to 1984; Chairman of the Joint Legislative Condominium Study Committee from 1981 to 1984; appointed Senate Majority Whip in 1985; and

WHEREAS, The Honorable John A. D'Arco, Jr., working selflessly and tirelessly with many church, civic, social and governmental organizations, has been the recipient of fifteen awards for outstanding service and leadership; two Citizens Awards from the Chicago Police Department; two Legislative Awards; and Legislator of the Year Award by the Illinois Association of Homes for the Aging; and

WHEREAS, The Honorable John A. D'Arco, Jr., in establishing a reputation as a fair, resolute and steadfast public servant, has sponsored innumerable major legislation for the benefit, health and safety of youths, senior citizens and all individuals in the City of Chicago and the State of Illinois; now, therefore,

Be It Resolved, That the Mayor and the City Council, assembled this 11th day of September, 1985, do hereby express our deep appreciation to the Honorable John A. D'Arco, Jr. for his many noteworthy contributions in public services; and extend our heartiest congratulations to him on the receipt of award as 1985 Man of the Year by the Justinian Society of Lawyers on Wednesday, September 18, 1985, at the Palmer House in Chicago, Illinois; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Honorable John A. D'Arco, Jr.

Alderman Damato, 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 Damato, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred -- AMENDMENT OF CHAPTER 86.1 OF CHICAGO
MUNICIPAL CODE CONCERNING HEIGHT LIMITATIONS
FOR SIGNS.

A proposed ordinance to amend Chapter 86.1 of the Chicago Municipal Code by adding new language therein to Section 86.1-(b) and adding a new section to be known as Section 86.1-14(e) setting maximum vertical dimensions for sign or displays, which was *Referred to the Committee on Buildings*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Northwest Hospital to construct, maintain and use three sample basins in the public way adjacent to the building at 5645 West Addison Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF WEST LAWRENCE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to Albany Park Chamber of Commerce to hold a sidewalk sale on both sides of West Lawrence Avenue between North Kedzie Avenue and North St. Louis Avenue for the period of September 12 to September 15, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR OF
5873 NORTH KILBOURN AVENUE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to consider the installation of an alley light in the rear of the premises at 5873 North Kilbourn Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- APPROVAL OF PLAT OF GESSNER'S ADDITION
TO CHICAGO FOR NORTHWEST CORNER OF NORTH
OKETO AVENUE AND WEST BRYN MAWR
AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Gessner's Addition to Chicago located at the northwest corner of North Oketo Avenue and West Bryn Mawr Avenue, and further providing for the dedication of portions of public ways (plat 1-41-85-1004), which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN NATARUS (42nd Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 1301 North Wells 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 1301 North Wells 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 Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF EXISTING PUBLIC ALLEY, ET CETERA.

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 the existing north-south 18-foot public alley and providing for the dedication of a new north-south 18-foot public alley running north to East Erie Street and located 212 feet east of the east line of North St. Clair Street in the block bounded by East Erie Street, East Ontario Street, North St. Clair Street, and North Fairbanks Court for Romanek Properties, Incorporated (No. 10-42-85-997); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

MR. WILLIAM D. SMITHBURG AND WEIZMANN INSTITUTE OF
SCIENCE CONGRATULATED FOR THEIR ACHIEVEMENTS
IN SCIENTIFIC RESEARCH.

Also, a proposed resolution reading as follows:

WHEREAS, The Weizmann Institute of Science is devoted to research and teaching in the natural sciences with 21 research units grouped into 5 faculties, namely Biology, Biophysics, Chemistry, Mathematics and Physics, which are engaged in a major research focused upon the causes and cures of debilitating illnesses and diseases of children; and

WHEREAS, Examples of such research projects designed to help children are as follows: A bone marrow transplant method now saving children with deficient immune systems, a substance to strengthen the immune response of leukemic and arthritic children, this is important because such youngsters can die from ordinary bacterial and viral infections; an effort to develop a special form of enzyme to control Tay-Sachs disease, which strikes heavily at Jewish children causing lethal brain deterioration; a test to diagnose the susceptibility of children with diseases or removed spleens to fatal infection; examination of the measles virus, to understand how it triggers the fatal brain disorder subacute sclerosing panencephalitis, and much more; and

WHEREAS, The Institute's work on behalf of children is just a small part of its total effort to better the lives of people everywhere, concentrating heavily in such research fields

as cancer, multiple sclerosis, mental illness, heart disease, as well as intensive efforts directed at better understanding and alleviating the health problems of aging; and

WHEREAS, The American Committee for the Weizmann Institute of Science has chosen this year to honor William D. Smithburg at a dinner to be held on the Twentieth day of October, Nineteen Hundred Eighty Five; and

WHEREAS, The proceeds of this dinner will be applied to the establishment of the William D. Smithburg Chair in Biochemistry to be located at the Weizmann Institute of Science and which, among other studies, will research the area of hypertension; and

WHEREAS, William D. Smithburg has contributed and worked with unselfish devotion on behalf of the Weizmann Institute of Science and has served his community tirelessly and unselfishly in his capacity as a director of Abbott Laboratories, Chicago United, Northern Trust Company, and the Northwestern Memorial Group, and a member of the Board of Trustees of the Northwestern Memorial Hospital, Northwestern University, and the Nutrition Foundation; and

WHEREAS, William D. Smithburg has an outstanding business and professional career in that he is now Chairman and Chief Executive Officer of The Quaker Oats Company; and

WHEREAS, William D. Smithburg has displayed throughout his business and professional career the highest standards of good character, integrity, and loyalty to the Quaker Oats Company as President and Chief Executive Officer from 1981 to 1983, as President and Chief Operating Officer from 1979 to 1981, as Executive Vice President -- U. S. Grocery Products from 1976 to 1979, as Vice President and General Manager from 1971 to 1976, as General Manager of the Cereals Division from 1970 to 1971, as Product Group Manager from 1968 to 1970, as Brand Supervisor-Cereals from 1967 to 1968, and as Brand Manager from 1966 to 1967, having joined the company five years after receiving his Masters Degree in Business Administration from Northwestern University in 1961; and

WHEREAS, The Honorable Samuel W. Lewis, former United States Ambassador to Israel and special guest speaker at the 1985 Annual Dinner of the Weizmann Institute of Science will offer timely and insightful commentary in honor of William D. Smithburg; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled this Eleventh Day of September, Nineteen Hundred and Eighty Five, A.D., do hereby congratulate the Weizmann Institute of Science on their achievements in scientific research dedicated to the betterment of all mankind and its honoree William D. Smithburg on this memorable event.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to John Hancock Mutual Life Insurance Company to install and maintain two informational pylons located on East Chestnut Street and on East Delaware Place adjacent to the property at 875 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO CLOSE TO TRAFFIC SUNDRY
STREETS FOR ANNUAL WATER TOWER BALL.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Mary Cameron Frey, Chairman, Water Tower Ball/Chicago Convention and Tourism Bureau, to close to traffic East Pearson Street (between North Michigan Avenue and North Little Michigan Avenue), East Chicago Avenue (between North Michigan and North Rush Street), and North Little Michigan Avenue (between East Chicago Avenue and East Pearson Street) for the purpose of holding an Annual Water Tower Ball on Saturday, October 5, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO GRANT
PERMISSION TO KENT SARGEANT/CRATE AND BARREL, INC.
TO HOLD SIDEWALK SALE.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Kent Sargeant/Crate and Barrel to hold a sidewalk sale at 1510 N. Wells Street on Tuesday, September 3, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO INSTALL TREES AND
TREE GRATES AT 10 EAST HURON STREET.

Also, a proposed order for the issuance of a permit to the 10 East Huron Street Building to install and plant three (3) trees and tree grates at the above location, subject to certain financial and liability responsibilities and conditions, which was *Referred to the Committee on Streets and Alleys*.

***Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.***

Also, four proposed orders to issue permits for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank, under trust 57174 -- to build, maintain and use a canopy at 111 East Chestnut Street;

Hyatt Corporation -- to maintain and use an existing canopy at 800 North Michigan Avenue;

LaSalle National Bank, under trust 108841 -- to construct, maintain and use a canopy at 512-520 North Grand Avenue;

Streeterville 400 Condominium Association -- to maintain and use an existing canopy at 400 East Ohio Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

***Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.***

A proposed order for the issuance of a permit to Sharon La Paglia to maintain and use a canopy attached to the building or structure located at 1909 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HANSEN (44th Ward):

***Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.***

A proposed order for the issuance of a permit to Sherwell Realty Company to maintain and use an existing canopy attached to the building or structure located at 3000 North Sheridan Road, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO HOLD "TASTE OF
POLONIA" FESTIVAL ON PORTION OF
NORTH AVONDALE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to Donald Gutowski, c/o Copernicus Foundation, to hold a "Taste of Polonia" festival on North Avondale Avenue between West Lawrence Avenue and West Ainslie Street during the period from August 28 through September 3, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN ORBACH (46th Ward):

CONSIDERATION REQUESTED FOR VACATIONS OF SUNDRY
PUBLIC ALLEYS.

Two proposed orders reading as follows:

Ordered, That the Superintendent of Maps and Plats is hereby authorized and directed to give consideration to the "vacation" of the alley that encircles Cuneo Hospital on the northeast corner of North Clarendon Avenue and West Montrose Avenue.

Ordered, That the Superintendent of Maps and Plats is hereby authorized and directed to give consideration to the "vacation" of the north-south alley bounded by North Broadway, North Kenmore Avenue, West Sunnyside Avenue and West Wilson Avenue.

On separate motions of Alderman Orbach, each of the foregoing proposed orders was *Passed*.

CONGRATULATIONS EXTENDED TO SYLVIA D. COHEN ON
OCCASSION OF HER SEVENTY-FIFTH BIRTHDAY.

Also, a proposed resolution reading as follows:

WHEREAS, Sylvia D. Cohen, one of the most outstanding citizens of Chicago's great north side, celebrates seventy-five years of youth and vitality September 6, 1985; and

WHEREAS, Sylvia D. Cohen, a lifelong resident of Chicago and the widow of Jacob Cohen, has long been recognized as a positive and stalwart member of her community; with two sons and one grandchild she represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of September, 1985, A.D., do hereby join the family and many friends of Sylvia D. Cohen in extending to this fine lady our heartiest congratulations on the occasion of her seventy-fifth birthday as well as our 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 Sylvia D. Cohen.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND
USE OF EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to LaSalle National Bank, under trust 10-35050-09, to maintain and use an existing canopy attached to the building or structure located at 3838 North Broadway, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORBACH (46th Ward) and OTHERS:

**MAYOR HAROLD WASHINGTON REQUESTED TO ISSUE ORDER
DIRECTING ALL DEPARTMENT HEADS TO ALLOW JEWISH
CITY PERSONNEL PAID HOLIDAYS.**

A proposed resolution, presented by Aldermen Orbach, Natarus, Oberman, Laurino, O'Connor, Schulter, Orr, Volini and Stone, reading as follows:

WHEREAS, September 16 and 17 has been designated as the Jewish new year holiday of "Rosh Hashanah" and September 25 has been designated as the Jewish day of atonement of "Yom Kippur"; and

WHEREAS, The City of Chicago has historically recognized the observance of the Jewish holiday called "Rosh Hashanah" and "Yom Kippur" by allowing City personnel of the Jewish faith a holiday with pay; and

WHEREAS, Litigation is pending in which the City of Chicago is restrained from allowing its Jewish employees a holiday with pay based upon an order of the Illinois Human Rights Commission; and

WHEREAS, The Illinois General Assembly passed an amendment to the Illinois Human Rights Act clarifying the intent of this Act as it relates to the observance of religious holidays; and

WHEREAS, The Administration has announced an intent not to allow City of Chicago employees of Jewish faith a holiday with pay; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Mayor issue an order directing all department heads to allow all City personnel of the Jewish faith a paid holiday in observance of "Rosh Hashanah" and "Yom Kippur".

Alderman Orbach moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

On motion of Alderman Orbach, seconded by Aldermen Oberman, Volini, Langford, Laurino, Natarus, Bloom and Stone, the foregoing proposed ordinance was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Presented by

ALDERMAN SCHULTER (47th Ward):

SEPTEMBER 20-22, 1985 PROCLAIMED AS "GERMAN-AMERICAN
DAYS IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, The annual German-American Day Festivities will be held at Lincoln-Leland-Western, in the Lincoln Park Square Mall September 20-22, 1985; and

WHEREAS, German-Americans for many generations have been invaluable contributors to the cultural, professional, business, political and economic life of our City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of September, 1985 A.D., do hereby declare September 20-22, 1985, to be "German-American Days In Chicago", and that we also urge all our fine citizens to take cognizance of the special events arranged for this time under the auspices of the United German-American Societies of Greater Chicago.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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* -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE
OF EXISTING CANOPY AT SPECIFIED LOCATION.**

Also, a proposed order for the issuance of a permit to European Sausage House to maintain and use an existing canopy attached to the building or structure located at 4361 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

***Referred* -- ISSUANCE OF PERMIT FOR ERECTION OF SPECIFIED
SIGN/SIGNBOARDS.**

Also, a proposed order for the issuance of a sign permit to Acme-Wiley Corporation for the erection of two sign/signboards at 3610 North Western Avenue for Wendy's, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN VOLINI (48th Ward):

***Referred* -- INSTALLATION OF BUS PASSENGER SHELTER
AT SPECIFIED LOCATION.**

A proposed order petitioning the Chicago Transit Authority to consider the installation of a bus passenger shelter (type B) on North Broadway at West Lawrence for northbound passengers, which was *Referred to the Committee on Local Transportation*.

***Referred* -- ISSUANCE OF PERMIT TO MAINTAIN AND USE EXISTING
CANOPIES AT 4753 NORTH BROADWAY.**

Also, a proposed order for the issuance of a permit to Broadway Clark Building Corporation to maintain and use existing canopies attached to the building or structure located at 4753 North Broadway, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORR (49th Ward):

**CONGRATULATIONS EXTENDED TO CHICAGO SUMMER
JUMP PARTICIPANTS.**

A proposed resolution reading as follows:

WHEREAS, More than 1,000 young women, ages 7-19, across the City of Chicago participated in local, individual and team jump rope competitions of the Chicago Summer Jump from March through August, 1985; and

WHEREAS, The efforts of adult team coordinators and instructors in parks and day care centers throughout the City helped to develop the creative spirit of these girls through the months of instruction and practice; and

WHEREAS, These programs aimed toward recognizing the needs of girls and young women were developed through the dedication of Cady Hurst, organizer of the Vega Youth Network were brought to fruition on August 24, 1985 at the Daley Center Plaza with the final jump-off of the Chicago Summer Jump; and

WHEREAS, The efforts and dedication of Ms. Kitty Neely of radio station WJPC and Mercedes Mallette, Director of Youth and Family Services of the Chicago Department of Human Services helped to produce the Chicago Summer Jump; and

WHEREAS, The final jump-off of the Chicago Summer Jump was dedicated to the memory of LaKeta Crosby and tribute was made to the Crosby family on that day of August 24, 1985; and

WHEREAS, In the 7-13 age category, the Macettes of Sears Y.M.C.A. won first place, the All Star Jumpers of Cabrini Green, won second, the Rainbow Girls of Douglas Park won third place and the Fly Girls of Field School were fourth; and

WHEREAS, In the 14-19 age category, Super Perfection of Sears Y.M.C.A., won first place and the International High Jumpers of Kiwanis Park won second; and

WHEREAS, All the girls who participated, throughout the City, together with their families and supporters, contributed to an exciting and successful summer program; and

WHEREAS, The team coordinators were of great help to the participants and the event coordinators; and

WHEREAS, Many individuals and businesses throughout the City of Chicago helped to achieve the success of the Chicago Summer Jump program; now, therefore,

Be It Resolved, That the City of Chicago congratulate the winning teams and all the other Chicago Summer Jump participants, the team Coordinators and the event Coordinators, for a job well done and worthy of recognition.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO HOWARD AREA COMMUNITY
CENTER TO HOLD SIDEWALK SALE.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Howard Area Community Center, to hold a sidewalk sale on 7648 North Paulina Street, for the period from September 12 through September 21, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN STONE (50th Ward) and
ALDERMAN STEMBERK (22nd Ward):**

Referred -- DIRECTION TO TRANSFER CERTAIN CITY FUNDS
FOR FISCAL YEAR 1985.

A proposed ordinance directing the City Comptroller and the City Treasurer to transfer certain City funds from Account 100-9112-831 to Account 100-1280-000 for the fiscal year 1985, which was *Referred to the Committee on Finance*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the alderman named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS.

BY ALDERMAN ROTI (1st Ward):

Art in Public Places, Inc., 600 S. Dearborn Street -- for the erection of the LeWitt Sculpture on the premises known as 10 W. Jackson Boulevard.

John S. and Catherine J. MacArthur Foundation -- for construction work 6th floor on the premises known as 140 S. Dearborn Street.

BY ALDERMAN FROST (34th Ward):

Christ Family Mission Church -- for the construction of a church on the premises known as 10540 S. Halsted Street.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago -- for the construction of an elevator shaft/installation of an elevator, computer room, etc. on the premises known as 345 E. Superior Street.

LICENSE FEE EXEMPTIONS.

BY ALDERMAN HUTCHINSON (9th Ward):

U and J Day Care Center, Inc., 1 E. 113th Street.

BY ALDERMAN BURKE (14th Ward):

Evangelical Lutheran Church, 5342 S. Francisco Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 N. Oliphant Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Saint Chrysostom's Day School, 1424 N. Dearborn.

Henrotin Hospital, 111 W. Oak Street.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Day Care Center, 4435 N. Seeley Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, sundry locations -- building inspections (2).

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5801 S. Ellis Avenue -- building and institutional inspections (2).

BY ALDERMAN SAWYER (6th Ward):

Israel Methodist Community Church, 7620 S. Cottage Grove Avenue -- building inspections.

BY ALDERMAN KELLEY (20th Ward):

Catholic Bishop of Chicago/Holy Cross Rectory, 6537 S. Maryland Avenue -- building inspection.

BY ALDERMAN NARDULLI (26th Ward):

St. Mary of Nazareth Hospital Center, 2233 W. Division Street -- boiler and institutional inspections (2).

BY ALDERMAN MELL (33rd Ward):

St. Paul's House, 3831 N. Mozart Street -- institutional inspections.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home, 2833 N. Nordica Avenue -- building inspection.

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, sundry locations -- building and institutional inspections (2).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 W. Talcott Avenue -- sign and institutional inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 E. Superior Street -- institutional inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 2035 N. Lincoln Avenue -- institutional inspections.

Children's Memorial Hospital, 2330 N. Lincoln Avenue -- building inspections.

The Little Sisters of the Poor, 2325 N. Lakewood Avenue -- institutional inspections.

BY ALDERMAN HANSEN (42nd Ward):

Saint Joseph Hospital, 2900 N. Lake Shore Drive -- institutional inspections.

BY ALDERMAN MC LAUGHLIN (45th Ward):

Mrs. June Frase, 4337 N. Kedvale Avenue -- driveway inspection.

REFUND OF FEES:

BY ALDERMAN ROTI (1st Ward):

Art in Public Places, 600 S. Dearborn Street -- Refund of Building Permit
651140 for the amount of \$398.00.

BY ALDERMAN FROST (34th Ward):

Christ Family Missionary Church, 10540 S. Halsted Street -- Refund of building
permits and amounts as follows: B-640504 -- \$60.00, B-640506 -- \$825.50, 147981 --
\$75.00 and 1223863 -- \$11.00.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Church, 6626 N. Oliphant Avenue -- Refund of Day Care
License Fee for the amount of \$75.00.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, 2900 N. Commonwealth Avenue -- Refund of parking sign
fee for the amount of \$690.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (August 20, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, August 20, 1985, at 9:30 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.

**AUTHORITY GRANTED FOR EXECUTION OF MULTI-FAMILY
REHABILITATION LOAN WITH RESCORP FOR
SCATTERED SITE REDEVELOPMENT.**

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 August 15, 1985 pages 19338-19340, recommending that the City Council pass a proposed ordinance authorizing the execution of a multi-family rehabilitation loan with RESCORP for scattered site redevelopment within the 4th Ward of the City of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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 (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for Federal grants to local governments to help finance rehabilitation of privately-

owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$10,679,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$3,000,000 in Year X Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program (the "Multi Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said Multi Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a low interest rehabilitation loan in the amount of \$3,610,000, for a scattered site development sponsored by RESCORP, said loans to be funded in part with Rental Rehabilitation Program funds and in part with Multi Programs funds where said funds, when loaned, will leverage an additional \$3,790,000 in private investment for the rehabilitation of 150 dwelling units, and wherein said loan is in excess of \$75,000; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the "Substitute Ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U.S. Department of Housing and Urban Development for the Year X", wherein said technical amendments require, in part, that any loans in the amount of \$75,000 or more funded, in whole, or by 25% or more with Year X Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner or First Deputy Commissioner of the Department of Housing are each hereby authorized to issue a final commitment to RESCORP in the amount of \$3,610,000.

SECTION 2. The aforesaid Commissioners each are hereby authorized to enter into, negotiate and execute such agreements, documents, notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the Multi Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

MISCELLANEOUS BUSINESS.

Committee Discharge -- APPOINTMENT OF MR. WILLIAM R.
SPICER AS PURCHASING AGENT FOR CITY OF
CHICAGO.

Alderman O'Connor moved to *Discharge* the Committee on Finance from further consideration of the appointment of Mr. William R. Spicer as Purchasing Agent for the City of Chicago. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

At 1:26 P.M., Honorable Harold Washington, Mayor, ordered the City Council to *Stand at Ease*.

At 2:03 P.M., Honorable Harold Washington called the City Council to Order.

Alderman O'Connor then moved to *Approve* the appointment of Mr. William R. Spicer as Purchasing Agent for the City.

Stating that the nomination of Mr. Spicer had been previously withdrawn, the Mayor ruled Alderman O'Connor's motion *Out of Order*.

Alderman O'Connor moved to *Appeal the Ruling of the Chair*. The Chair then put the question "*Shall the decision of the Chair be sustained*"?

Thereupon, the ruling of the Chair was *Not Sustained* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

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

Alderman O'Connor then moved that the said proposed appointment of Mr. William R. Spicer as Purchasing Agent be *Approved*.

After debate had concluded, Alderman Evans moved to re-refer the said appointment to the Committee on Finance.

Alderman Vrdolyak then moved that Alderman Evans' motion *Lay on the Table*. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

Thereupon, the clerk called the roll on the appointment and the yeas and nays were as follows:

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

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

At this point in the proceedings, Mayor Washington stated that the action on Mr. Spicer's appointment was a nullity and had no meaning in law.

Alderman Frost then moved to verify the foregoing vote. The clerk re-called the roll and the appointment of Mr. William R. Spicer was *Approved* by yeas and nays as follows:

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

Nays -- Aldermen Humes, Hutchinson, Langford, Natarus, Oberman, Volini, Orr -- 7.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Humes, Hutchinson, Langford, Natarus, Oberman, Volini -- 6.

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

The Chair then stated once again, for the record, that the motion to confirm and the vote taken pursuant thereto as well as the motion to reconsider and the associated vote were without substance, null and void, and had no legal effect.

Motion Tabled -- DISCHARGE OF COMMITTEE ON CABLE
TELEVISION FROM FURTHER CONSIDERATION OF
APPOINTMENT OF MR. ROBERT MANN TO
CHICAGO CABLE COMMISSION.

Alderman Bloom moved to discharge the Committee on Cable Television from further consideration of the appointment of Mr. Robert Mann to the Chicago Cable Commission.

Alderman Stemberk moved to *Lay the Motion on the Table*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler -- 26.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Mell, Frost, Natarus, Oberman, Volini, Orr -- 19.

PRESENCE OF VISITORS NOTED.

At the request of Alderman David Orr, Mayor Washington called the Council's attention to the presence of the following visitors:

Ms. Myra Johnson, Director, Literacy Council of Chicago;

Mr. Lawrence Butcher, Coordinator, Literacy Council of Chicago.

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 eleventh (11th) day of September, 1985, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-fourth (24th) day of September, 1985, at 9:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, 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.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, September 24, 1985, at 9:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.